



**Environmental Health & Safety**

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**Invitation for Bid #2018-10-001 - Hazardous Waste  
Disposal Services**

October, 2018

**SCOPE STATEMENT**

Department/Agency: Environmental Health and Safety (EHS), William Marsh Rice University

Issue Date: October 24, 2018  
Project Name: Hazardous Waste Disposal Services  
Project Sponsor: EHS  
Project Contact: Noel Nguyen (No Phone Calls, Please – Email Only)  
Contact Phone: No Phone Calls, Please  
Contact Email: mn6@rice.edu  
Due Date for responses: 12:00 PM November 14, 2018

Please note – all emails will be published and available openly.

**OPPORTUNITY**

Rice University seeks vendors to provide hazardous waste disposal services for Rice University campus located at 6100 Main Street and the Biosciences Research Collaborative (BRC) located at 6500 Main Street in Houston, Texas.

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## Background and Objective

Rice University is a private research institute located adjacent to the Houston Museum District and the Texas Medical Center. Rice University is registered with the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) as a large quantity municipal generator.

Unwanted waste material generated in the teaching and research laboratories are collected on a weekly schedule or as requested by the laboratory supervisor. The laboratories may generate general types of waste such as flammable solvents and acids, or specific waste such as nanomaterials and heavy metal contaminated waste. Each of these waste streams is assigned a unique waste code in accordance with the TCEQ Guidance RG-22.

## Schedule

Below is the anticipated schedule for this project.

October 24, 2018 – Issuance of Hazardous Waste Disposal Services Invitation for Bid.

October 29, 2018 – Bidder's email intent to participate in IFB and submission of questions.

October 31, 2018 – Responses to submitted questions.

November 14, 2018 – Bid proposal submission due.

November 19, 2018 – Award notification to the successful proposer.

Dates are subject to change. All changes will be reflected in Addendum to the RFP, which will be posted on the "Solicitation Opportunities" webpage.

## Services Required

### I. Hazardous Waste Disposal Services - General Scope and Associated Processes

The current scope and associated processes that occur at this time with the incumbent vendor for hazardous waste disposal services are detailed in this section and beyond in this document. The University seeks a one-year contract with the potential of two additional one-year renewals (at the University's sole option) with a vendor selected through this bid solicitation process who will perform to expectations and at an agreed pricing structure.

- A. Routine and Special Disposal Activity - The awardee (hereinafter "Contractor") shall furnish routine and special disposal including containers, labor, classification, transportation and disposal of hazardous waste materials, excluding radioactive and infectious wastes, originating from laboratories and auxiliary support facilities at Rice University. See the matrix directly (Image 1) below to understand the number of locations on campus requiring service. Please note that the BRC is located at 6500 Main

Street, directly adjacent to and SW of the main campus. For the purposes of this bid solicitation, the BRC will be included as another campus building for purposes of brevity.

BUILDING	NUMBER OF LABORATORIES
Abercrombie Laboratories	14
Anderson Biology	14
Bioscience Research Collaborative	24
Brockman Physics Hall	11
Dell Butcher Hall	16
Keith Weiss Geology	3
George R Brown Laboratories	23
Keck Hall	15
Mechanical Engineering Building	12
Ryon Labs	2
Space Science and Technology	6

Image 1

- B. Containers, Classification, Packaging - Contractor to provide appropriate containers, classification and packaging service, and preparation for shipment including labeling, manifesting, transporting, and disposal of hazardous waste materials as requested by a Rice Environmental Health and Safety (EHS) in accordance with all applicable regulations of the Texas Commission of Environmental Quality (TCEQ) and the EPA Resource Conservation and Recovery Act (RCRA).
- C. Scheduled Frequency of Pick-up - Weekly disposal pick-ups are to be scheduled at a mutually agreeable time between Rice EHS and the Contractor. Normal business hours for work are between 8:00 a.m. and 4:00 p.m., Monday through Friday excluding University holidays. Pickup routine must be every week and the day of the week must be scheduled with EHS at least a week prior to the pickup. Any pick-ups scheduled outside of normal business hours must have the written approval of Rice EHS.
- D. Emergency Pick-up - In an "emergency" situation, the Contractor shall be asked to commence packaging, manifesting, pick-up, transport, and final disposal activities within twelve (12) hours after notification by Rice EHS. Emergency situation may include but not limited to unforeseen large-scale spills and removal of unstable or reactive compounds.

## II. Vendor-Specific Requirements

- A. Experience and References- Contractor to have at least 10 years of experience in hazardous waste operations and disposal of waste from a university laboratory facility. Contractor is to understand the currently known hazards and risks which are presented to humans, property, and the environment in the handling, packaging, receipt, transportation, storage, and disposal of all material accepted for disposal. Contractor is currently engaged in the business of providing the services specified in the herein and has the requisite expertise in the conduct of

that business.

- B. Licenses and Permits - Contractor and any Subcontractors shall comply with all federal, state, and local regulations applicable to the packaging, removal transportation, and disposition of hazardous waste. It shall be the sole responsibility of the Contractor to maintain all licenses, certifications, and other documentation related to current or future requirements or renewals. Documentation must be furnished to Rice University as requested within two (2) business days from the date of a written request.
- C. Use of Sub-Contractors - Where sub-contractors are employed, they must meet the approval of Rice EHS and must meet all the requirements in this section.
- D. Right of Inspection – The Contractor shall agree to allow representatives of Rice University the right to inspect transportation vehicles, containers, and treatment and disposal facilities.
- E. Suspension of Activities – The University may suspend activity if:
  - 1.) The Contractor breaches any part of this contract
  - 2.) Commit any illegal or wrongful act in providing service
  - 3.) Failure to maintain licenses or insurance to fulfill specific scope of work in this proposal
- F. Manifest - The Contractor shall manifest all hazardous waste shipments in accordance with the applicable laws and regulations in effect or which become effective for the duration of the contract. The Contractor shall verify that all information is accurate and correct before completing the document and before the generator signs the manifest(s). Certificates of destruction and/or drum tracking records showing final disposal must be sent to Rice EHS. Any discrepancy in quantity or type of manifested waste material must be communicated back to Rice University EHS within 30 days with the corrected copy.
- G. Insurance – During the Term hereof, the Contractor/Supplier shall, at its cost and expense, obtain and maintain in effect the policies of insurance, including the coverages, terms and limits, set forth in the Rice University Insurance Requirements attached as Attachment 5 hereto.

### III. Specific Services

The Contractor will assign, at a minimum, one dedicated trained and qualified Chemist to provide weekly pickup from designated satellite accumulation area at both locations. Company representative must be approved by Rice University Visitor group for access into any university laboratory.

### IV. Pre-Disposal Deliverables

Provide and maintain adequate stock of empty waste containers available at Rice EHS storage room at the Space Science and Technology Building, 1<sup>st</sup> floor.

### V. Post-Disposal Deliverables

Contractor will be responsibility for the remediation of all spills, leaks or material releases which occur in the packaging, loading, movement, transportation or disposal process. Decontamination shall be to background levels.

## VI. Pricing Matrix

Refer to Appendix A for the pricing matrix. Interested vendors shall complete the pricing matrix by providing pricing for each line item and container volume. (See Appendix A for a full-page version to complete.)

Please provide any additional cost or fee associate in executing any portion of the scope of the service as described herein. Additional fees or charges beyond what is contained in the pricing matrix must include relevant detail and explanation in order to properly assess their merit. This shall include any associated cost, regulatory, insurance, or surcharges fee should be written and line itemed to reflect the total cost structure of your proposal.

Contractor shall comply with Rice University Parking Enforcement policy and may be required to purchase a Rice University parking permit.

### IMPORTANT:

Contractor shall review the standard one-year contract form (Appendix B) including the terms and conditions contained therein. As part of the Contractor's proposal, include a redlined version of the contract with proposed edits. Contractor shall understand prior to submitting the proposal that this contract and its terms and conditions are designed to be non-negotiable.

Vendor selection will be influenced by the amount of negotiation and change anticipated in reaching an agreement.

## VII. Response to Bid Solicitation

Qualified vendors shall respond with a proposal, in writing, containing the following elements as part of their response:

1. Completed matrix of pricing (see Appendix A)
  2. Complete the business profile documentation
    - a. Valid, signed and current W-9
    - b. Proof of Insurance
    - c. Provide no less than five (5) references of similar or larger size than Rice University
    - d. Explanation of employee screening process and details on company processes and procedures for employee background checks, drug-testing, driver training, and materials handling training
  3. Provide a complete list of the employees servicing the campus and be prepared to have those employees be subjected to a criminal-background verification by Rice University Police Department.
  4. Red-lined one-year contract included in Appendix B.
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## VIII. Submission and Inquiries

Responses to this solicitation are due at **12:00 noon (CST) on November 14, 2018**. Responses must be submitted electronically in Adobe PDF format to the Assigned Buyer at [adriana.b.jimenez@rice.edu](mailto:adriana.b.jimenez@rice.edu). A hard copy of the response is not required; nevertheless, it will be accepted provided the electronic copy has been submitted. The hard copy due date is identical to the electronic due date. Hardcopy responses can be delivered to:

Office of Procurement  
ATTN: IFB#2018-10-001  
6100 Main Street MS 66  
Houston, TX 77005

All inquiries regarding the requirements of this bid solicitation shall be submitted electronically to Rice Office of Procurement at [adriana.b.jimenez@rice.edu](mailto:adriana.b.jimenez@rice.edu) **12:00 noon (CST) on October 29, 2018**. Inquiries and responses will be made available electronically to all consultant candidates via Rice University's Vendor page at <https://buy.rice.edu/solicitation-opportunities> on or about **October 31, 2018**.

## IX. Selection

Specific selection criteria are listed below. Rice University will apply a specific process to ensure fairness and objectivity in the evaluation of the bids. However, there will be an element of subjectivity as part of the evaluation where Rice University subject-matter-experts will be given the opportunity to critique and rate the bidders. This will be the result of reference checks, market analysis and interviews with bidders representatives. The safety and security of our campus does apply where one of the factors below will not necessarily be considered over another if the other categories are deficient with respect to the competition.

1. Experience/background checks and references
2. Pricing (best value determination)
3. Meeting minimum requirements for worthiness to conduct business with the University (insurance, driving records, criminal background checks, company procedures for emergencies and spills, certifications by governing agencies, etc.)

Rice University appreciates your firm's interest and looks forward to receiving your submission for this important project.

## Evaluation Criteria

1. Vendor has the work force, facilities and equipment own directly by the vendor.  
Weight: 0 - 20 points
2. Professional Personnel. Vendor has competent personnel and personnel are certified to carry out services required. Weight: 0 - 20 points

3. Contractor's qualifications. Includes ten year work history handling university projects of similar scope and complexity. Include references. Weight: 0 – 20 points
4. Understanding of the work, the universities needs and objectives in asking for these services, and of the nature and scope of the work involved. Weight: 0 – 10 points
5. Cost. Weight:: 0 - 30 points



Appendix A

Pricing Matrix

Provide pricing for each line item and container volume.

Description	5 Gallons	30 Gallons	55 Gallons
Flammable (combustible, chlorinated solvents)			
Liquid			
Solid			
Oxidizers			
Liquid			
Solid			
Corrosives			
Liquid			
Solid			
Toxics (poisons, cyanides, phenol, etc.)			
Liquid			
Solid			
Reactive Materials (organic peroxides, flammable solids, water reactive, acid generating chlorides, reactive sulfide compounds)			
Liquid			
Solid			
Aqueous			
Waste water with low TOC			
Waste water with high metal high TOC			
Unknowns			
Liquid			
Solid			
Empty Containers			

Labor	Cost
Chemist	
Technician	
Transportation	
Fuel Surcharge	

Appendix B  
Standard One-Year Contract

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**RICE UNIVERSITY ANNUAL CONTRACT**

This Rice University Annual Contract (this “Contract”) is entered into by and between WILLIAM MARSH RICE UNIVERSITY, a Texas non-profit corporation (the “University”), and \_\_\_\_\_ [insert legal name of entity], a \_\_\_\_\_ [if Contractor/Supplier is an entity, describe type of entity, such as “corporation,” “partnership,” etc., including the name of the state under whose jurisdiction the entity was created] (the “Contractor/Supplier”), which parties agree as follows:

1. DESCRIPTION OF WORK/MATERIALS: Contractor/Supplier agrees, during the Term (as defined below) to perform for, and/or furnish to, the University from time to time, upon receipt and acceptance of a Purchase Order (as defined below), work, services and/or materials (collectively, the “Work/Materials”) generally of the following description:

**SELECT ONE:**  Description of Work/Materials:

OR

Description of the Work/Materials is attached hereto as Attachment 1, by reference made a part hereof.

2. RATE SCHEDULE: Contractor/Supplier agrees, during the Term, to perform and/or furnish the Work/Materials in accordance with the following:

**SELECT ONE:**  Based on the following rate schedule:

OR

Based on the rate schedule attached hereto as Attachment 2, by reference made a part hereof.

3. WORK/MATERIALS ORDER: The University shall have the right, at any time and from time to time during the Term, to submit to Contractor/Supplier a Purchase Order (each, a “Purchase Order”) in the form promulgated from time to time by the Office of Procurement of the University (individually, each Purchase Order may be referred to herein as an “Order”), in either case requesting Contractor/Supplier to perform and/or furnish specific Work/Materials, at a Site, for completion by a Completion Date and for a Contract Amount (which shall be based on the Rate Schedule set forth above, if applicable), all as set forth in said Order. Contractor/Supplier agrees, within five (5) business days after receipt of an Order (the “Response Time”) to review, and if acceptable, shall acknowledge acceptance of such Order by sending such acceptance by electronic mail, facsimile or other written acceptance. Upon execution or acceptance by Contractor/Supplier of an Order within the Response Time, the Order shall become a binding agreement between the Contractor/Supplier and the University upon the terms and conditions set forth therein and in this Contract. In the event Contractor/Supplier does not execute or accept an Order within the Response Time, the Order shall become void and no longer in effect. Notwithstanding the foregoing, if Contractor/Supplier commences performance and/or furnishing of the Work/Materials prior to the execution or acceptance of an Order, the Contractor/Supplier shall be bound by the Order, provided, however, Contractor/Supplier agrees that the University shall not be responsible for the payment for any Work/Materials performed and/or furnished by Contractor/Supplier except for Work/Materials performed and/or furnished pursuant to a valid and binding Order executed by both the University and the Contractor/Supplier or accepted by the Contractor/Supplier, as applicable, within the Response Time.

4. TERM: This Contract shall be in effect for a period of one (1) year from the date hereof, subject to the provisions of Paragraph 7 below. Subsequent to the expiration of the initial one-year term, this Contract shall automatically renew and continue in effect on a year to year basis for not more than two (2) additional years, provided Contractor/Supplier has filed with the University certificates of insurance reflecting compliance during the renewal term in accordance with Paragraph 9 below. The period during which this Contract is in effect shall be referred to herein as the “Term” and the last day of the additional two (2) year period referenced in the preceding sentence shall be referred to herein as the “Outside Date”.

**5. STANDARD CONDITIONS: The provisions of the Standard Conditions for use with the Rice University Short Form Annual Contract set forth in Attachment 4 attached hereto (collectively, the “Standard Conditions”) are by reference made a part hereof as though set forth at length herein.**

6. PAYMENT: Subject to Paragraphs 8 and 10 of this Contract, the University will pay Contractor/Supplier for Work/Materials performed pursuant to an Order hereunder within thirty (30) days after receipt and approval of each request for payment from Contractor/Supplier representing that the relevant portion of the Work/Materials is complete in accordance with the provisions of this Contract. Contractor/Supplier shall not submit a request for payment more frequently than once in any thirty (30) day period. If any aspect of the Work/Materials under a request for payment is found by the University to be unsatisfactory or not in compliance with the provisions of this Contract, the University may make proper withholding from the request for payment with respect thereto and the University shall not be considered in default under this Contract as a result thereof.

7. TERMINATION: The University reserves the right, which right shall be in addition to the rights created in favor of the University under Paragraph 6 of the Standard Conditions to terminate this Contract, or any Order that has not been fully performed or



supplied, at any time, without cause, upon written notice thereof to Contractor/Supplier. In the event of the termination by the University, without cause, of an Order that has been executed by both the University and the Contractor/Supplier or accepted by the Contractor/Supplier, as applicable within the Response Time, the University shall pay the Contractor/Supplier for Work/Materials performed or supplied as of the date of termination.

8. **RETAINAGE:** The University may, in its sole discretion, withhold ten percent (10%) of all amounts to become owing to Contractor/Supplier under any Order as retainage until thirty (30) days after the performance or furnishing of the Work/Materials has been completed.

9. **INSURANCE.** During the Term hereof, the Contractor/Supplier shall, at its cost and expense, obtain and maintain in effect the policies of insurance, including the coverages, terms and limits, set forth in the Rice University Insurance Requirements attached as Attachment 5 hereto. Prior to commencement of the performance or furnishing of the Work/Materials, and upon each renewal of the Term in accordance with Paragraph 4 hereof, Contractor/Supplier shall provide certificates evidencing such insurance coverage in accordance with Attachment 5 attached hereto. Furthermore, the Contractor/Supplier shall provide at least thirty (30) days' prior written notice to the University if any such policy of insurance shall be canceled, terminated, reduced, restricted, limited or materially changed.

10. **SINGLE AGREEMENT:** This Contract, together with any Order or Orders that may hereafter become effective, constitutes the entire agreement between the University and Contractor/Supplier with respect to the Work/Materials and supersedes all prior and contemporaneous agreements, understandings and negotiations with respect thereto, including without limitation, the provisions of any Contractor/Supplier invoice, bill, statement or proposal.

11. **AMENDMENT:** This Contract and the provisions hereof may not be amended, changed or extended, by course of conduct or otherwise, except by written instrument signed by the University and Contractor/Supplier.

12. **COUNTERPART/FACSIMILE OR ELECTRONIC EXECUTION:** This Contract and/or any Order may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The facsimile or electronic transmission of the signature of any party executing this Contract and/or any Order on behalf of the University or the Contractor/Supplier to the other party hereto shall constitute an original thereof.

13. **AUTHORITY:** The University and Contractor/Supplier represent and warrant to each other that the individuals executing this Contract and any Orders on behalf of the University and Contractor/Supplier, respectively, have full power and authority to execute and deliver this Contract and any such Orders.

[End of text.]



EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE UNIVERSITY:  
WILLIAM MARSH RICE UNIVERSITY,  
a Texas non-profit corporation

CONTRACTOR/SUPPLIER:  
\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mailing Address of Contractor/Supplier:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attention: \_\_\_\_\_

Street Address of Contractor/Supplier:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Mailing Address of University:  
William Marsh Rice University  
Facilities Engineering and Planning  
6100 Main Street, MS-312  
Houston, Texas 77005

Attention: \_\_\_\_\_



**ATTACHMENT 1**

**DESCRIPTION OF WORK AND MATERIALS**

**FOR USE WITH RICE UNIVERSITY SHORT FORM ANNUAL CONTRACT**

*[NOTE TO DRAFTER: APPROPRIATE DOCUMENTS DESCRIBING THE WORK/MATERIALS AND COMPLETION DATE SHOULD BE ATTACHED AS ATTACHMENT 1. ADD ADDITIONAL PAGES IF NECESSARY. DO NOT ATTACH THE CONTRACTOR'S ESTIMATE, PROPOSAL, ETC.]*



**ATTACHMENT 2**

**RATE SCHEDULE**

**FOR USE WITH RICE UNIVERSITY SHORT FORM ANNUAL CONTRACT**

*[NOTE TO DRAFTER: APPROPRIATE DOCUMENTS DESCRIBING THE BILLING RATE, FIXED FEE OR CONTRACT AMOUNT SHOULD BE ATTACHED AS ATTACHMENT 2. ADD ADDITIONAL PAGES IF NECESSARY. DO NOT ATTACH THE CONTRACTOR'S ESTIMATE, PROPOSAL, ETC.]*



**ATTACHMENT 3**  
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**ATTACHMENT 4**

**STANDARD CONDITIONS**

**FOR USE WITH RICE UNIVERSITY SHORT FORM ANNUAL CONTRACT**

The following provisions are made a part of the Rice University Short Form Annual Contract as though set forth at length therein:

1. **EXPENSES OF PERFORMANCE.** Unless otherwise specified in this Contract, the Contractor/Supplier shall provide and pay for all labor, materials, equipment, machinery, tools, transportation, utility services and other costs and expenses necessary or incidental to the proper performance or furnishing of the Work/Materials. The University is exempt from certain federal and state taxes and shall not pay or otherwise be liable, directly or indirectly, for any such taxes in any way related to the Work/Materials.
2. **SHIPPING.** The Work/Materials shall be delivered F.O.B. the Site, unless this Contract specifies otherwise. The Contract Amount includes any and all charges for packaging, shipping, handling and insurance.
3. **REPRESENTATIONS AND WARRANTY.** Contractor/Supplier represents and warrants to the University that any Work/Materials performed or furnished under this Contract shall (a) conform to the terms and provisions of this Contract, (b) be performed or furnished in a good and workmanlike manner and in accordance with standards of care, skill and diligence consistent with recognized applicable industry practices and procedures, (c) be new, unless this Contract provides otherwise, and (d) be of good quality and free from faults and defects in materials and workmanship, in each case, for a period of one year (or longer if otherwise specified in this Contract) after final completion of the performance or furnishing of the Work/Materials. The warranty provided for in this Paragraph 3 shall be in addition to, and not in limitation of, any other warranty or remedy required or permitted by law or this Contract, and such warranty shall be interpreted to require the Contractor/Supplier, at its expense, to replace any defective or faulty Work/Materials that are disclosed to the Contractor/Supplier within said one year period. Any such correction shall also be warranted for an additional warranty period of one year from the date of such correction.
4. **INSPECTION AND APPROVALS.** All Work/Materials shall be subject to inspection by, and final approval of, the University or the University's designated agent.
5. **WITHHOLDING OF PAYMENTS.** The University may, in its sole discretion, withhold all or part of any payment otherwise to become owing to Contractor/Supplier as a result of Contractor/Supplier's failure (a) to complete the performance or furnishing of the Work/Materials in accordance with the requirements of this Contract or (b) to address any reasonable concerns of the University regarding any pending or threatened claim or lien, including any mechanic's or materialman's lien claim, arising out of or related to the performance or furnishing of the Work/Materials. When the basis for any such withholding has been resolved to the University's satisfaction, the amounts withheld, less any costs and expenses incurred by the University as a result of any occurrence described in the immediately preceding clauses (a) or (b), shall be paid to Contractor/Supplier.
6. **RIGHTS IN EVENT OF DEFAULT.** In the event that Contractor/Supplier fails to comply with any of the terms or provisions of this Contract, declares bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency, or is not generally paying its debts when due, then, in any such event, the University shall have all rights available to it as a result thereof at law or in equity, including, without limitation, the right to cancel, by written notice to Contractor/Supplier, all or any part of this Contract, including any Order that has not been fully performed or otherwise completed, without liability to Contractor/Supplier.
7. **TIME OF THE ESSENCE.** Any and all time limits stated in this Contract, including the Completion Date, are of the essence.
8. **CONDITION OF SITE.** Contractor/Supplier acknowledges by the execution of this Contract that it has investigated and inspected the Site regarding its suitability for the performance or furnishing of the Work/Materials, and accepts the same "AS IS" "WHERE IS" and "WITH ALL FAULTS," without any representation or warranty by the University with respect thereto.
9. **DAMAGES AND CLEAN-UP.** Contractor/Supplier shall be responsible and liable for ensuring that the Site and other University-owned property are not damaged in connection with performance or furnishing of the Work/Materials, and shall reimburse the University upon demand for all costs, expenses, charges or fees relating to the replacement or repair of any such loss or damage. If any trash or debris is generated in connection with the performance or furnishing of the Work/Materials, Contractor/Supplier shall remove the same from the Site on a daily basis.
10. **INDEMNIFICATION.** (a) TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR/SUPPLIER SHALL INDEMNIFY, HOLD HARMLESS, PROTECT AND DEFEND THE UNIVERSITY AND ITS TRUSTEES, OFFICERS,



EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATES AND SUBSIDIARIES (THE "INDEMNIFIED PARTIES") FOR, FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, SUITS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES ("CLAIMS"), DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR FURNISHING OF THE WORK/MATERIALS (INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR LOSS OR DAMAGE TO PROPERTY), WHETHER FORESEEN OR UNFORESEEN.

(b) Notwithstanding the foregoing provisions of Paragraph 10(a), with respect to each Indemnified Party individually (but without affecting Contractor/Supplier's obligations under Paragraph 10(a) to other Indemnified Parties), Contractor/Supplier shall not be required to indemnify, defend, protect or hold harmless such Indemnified Party only to the extent that such Claims (x) are caused by (1) the negligence or fault, or breach or violation of a statute, ordinance, governmental regulation, standard or rule, by such Indemnified Party, its agents, employees or any third party under the control or supervision of such Indemnified Party or (2) as to Owner, a breach of this Agreement by Owner and (y) are not covered by the provisions of Paragraph 10(c) below. For purposes of this Paragraph 10(b), Contractor/Supplier agrees that (i) Architect; (iii) each other design professional; (iv) the structural, mechanical, electrical, plumbing, civil and other engineers; and (v) other consultants that are engaged by Owner or any lender in connection with the Site are not under the control or supervision of Owner or any lender providing financing to Owner.

(c) NOTWITHSTANDING ANY LIMITATION ON INDEMNITY OBLIGATIONS IN PARAGRAPH 10(B) ABOVE, CONTRACTOR/SUPPLIER AGREES TO ASSUME THE ENTIRE LIABILITY FOR, AND INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS ALL OF THE INDEMNIFIED PARTIES FROM, ALL CLAIMS FOR PERSONAL INJURY OR DEATH SUFFERED BY CONTRACTOR/SUPPLIER'S OWN EMPLOYEES AND BY THE EMPLOYEES OF ANY SUBCONTRACTORS OR SUB-SUBCONTRACTORS, WHETHER DUE IN PART TO THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE INDEMNIFIED PARTIES OR OTHERS, AND WHETHER ANY OF THE INDEMNIFIED PARTIES OR OTHERS HAS STRICT LIABILITY THEREFOR; AND WAIVES ANY LIMITATION OF LIABILITY DEFENSE BASED UPON THE WORKER'S COMPENSATION ACT, COURT INTERPRETATIONS OF SAID ACT OR OTHERWISE.

(d) The Contractor/Supplier's obligations under this Paragraph to provide a defense shall be with attorneys approved by the Owner. All of the Contractor/Supplier's obligations under this Paragraph shall survive the termination or other expiration of this Agreement.

11. **PARKING.** All vehicles belonging to Contractor/Supplier, its employees, subcontractors and suppliers, shall be parked only in areas designated and approved in advance by the University.

12. **COMPLIANCE WITH LAW.** The Contractor/Supplier shall be responsible and liable for complying with all applicable federal, state and local statutes, rules, regulations, codes, ordinances, orders and other requirements (collectively, the "Laws") in connection with the performance or furnishing of the Work/Materials. Without limiting the foregoing, the Contractor/Supplier specifically agrees to comply with all applicable Laws regarding non-discrimination and affirmative action. Contractor/Supplier further agrees not to utilize any person in the performance or furnishing of the Work/Materials who is registered as a sex offender. Contractor/Supplier shall be liable for losses, fines or penalties sustained or suffered by the University resulting from a violation of this provision.

13. **PERMITS/NOTICES.** Unless otherwise provided for in this Contract, the Contractor/Supplier shall (a) procure and pay for all federal, state and local permits, certifications, inspections and approvals required for the proper performance or furnishing of the Work/Materials and (b) comply with and give and post all notices required under any applicable Law relating to performance or furnishing of the Work/Materials, including, but not limited to, OSHA 29 CFR 1910 and 1926 and the City of Houston Fire Code and Building Code.

14. **HEALTH AND SAFETY.** To the extent implicated by the nature of the Work/Materials, Contractor/Supplier shall be responsible and liable to the University for initiating, maintaining and supervising all health and safety measures necessary or desirable in connection with the proper performance or furnishing thereof and in complying with any applicable health and safety regulations and policies of the University.

15. **ENVIRONMENTAL MATTERS.** Unless otherwise specifically provided for in this Contract, Contractor/Supplier shall (a) immediately notify the University if Contractor/Supplier becomes aware or suspects the presence of any hazardous or regulated substance at the Site and (b) not use, release, alter, modify, remove, transport or dispose of any hazardous or regulated substance in, on, under or about the Site without the prior written consent of the University. The phrase "hazardous or regulated substance" shall include asbestos, polychlorinated biphenyl (PCBs) and such other substances (1) that are referred to as "hazardous substances" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or under any other federal, state or local statute, rules, regulations, codes or ordinances, or (2) that are in such quantities or concentrations as could (A) constitute a hazard to health or the environment, (B) be required to be cleaned up or otherwise remediated, or (C) result in requirements of public notice or recordation or other requirement in lieu of remediation.



16. UNIVERSITY POLICIES, PROCEDURES AND GUIDELINES. The Contractor/Supplier shall, in connection with the performance or supplying of the Work/Materials, comply with the following policies, procedures and guidelines of the University, copies of which are available to Contractor/Supplier on the University's website:

- (a) Rice University Procedures for Fire Prevention During and Following the Cutting and Welding Processes;
- (b) Rice University Power and Mechanical Lockout Procedures;
- (c) Rice University's policy regarding drugs;
- (d) Rice University's policy regarding weapons;
- (e) Rice University's policy regarding the use of tobacco products;
- (f) Rice University's Equal Employment Opportunity/Affirmative Action Policy; and
- (g) Rice University's guidelines regarding cart use.

17. INDEPENDENT CONTRACTOR. The Contractor/Supplier shall be an independent contractor in the performance of this Contract.

18. NO ASSIGNMENT BY CONTRACTOR/SUPPLIER. The Contractor/Supplier shall not assign its rights or obligations under this Contract, in whole or in part, without the prior written consent of the University.

19. NAME OR LOGO USE. The Contractor/Supplier shall not use the name or logos of the University or any of its subsidiaries in any manner or media (including, but not limited to, press releases, promotions, advertisements or solicitations), in each case, without the prior written approval of the University.

20. UTILITY OUTAGES AND ROAD OBSTRUCTIONS. The Contractor/Supplier shall not cause any utility outages or tie-ins, any parking lot or road obstructions or any other interferences to the normal operation and use of the Site without the prior written consent of the University.

21. SURVIVAL. Any agreements or obligations of Contractor/Supplier that by their nature are to be performed after the expiration or termination of this Contract, including, without limitation, the agreement of indemnity set forth in Paragraph 10 above, shall survive any expiration or termination of this Contract.

22. GOVERNING LAW. This Contract shall be governed by and construed under the laws of the State of Texas, without regard to the conflicts or choice of law principles thereof. The parties specifically consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Contract.

23. CONSTRUCTION. The parties acknowledge that each has been given an opportunity to have this Contract and the attachments hereto reviewed by an attorney of its own selection, and agree that the rule of construction that ambiguities in a document shall be construed against the party that drafted the same shall not be applied in interpreting this Contract. The headings and captions used in this Contract are for convenience of reference only, and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions of this Contract.

24. BUSINESS DAY. The term "business day" as used in this Contract shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas.

[End of text.]



**ATTACHMENT 5**

**RICE UNIVERSITY INSURANCE REQUIREMENTS**

**FOR USE WITH RICE UNIVERSITY SHORT FORM ANNUAL CONTRACT**

<u>Schedule of Insurance</u>	<u>Limits of Liability</u>	
<b>Commercial General Liability</b>		
General Aggregate	\$2,000,000	
Products/Completed Operations Aggregate	\$1,000,000	
Each Occurrence	\$1,000,000	
Personal and Advertising Injury	\$1,000,000	
Damage to Rented Premises	\$100,000	
Medical Payments	\$5,000	
<b>Automobile Liability</b>		
Insures all owned, hired and non-owned vehicles with limits of not less than the following:		
Bodily Injury and Property Damage	\$1,000,000	Each Accident
<b>Excess Liability</b>		
Unless waived by Owner	_____	Each Occurrence
	_____	Aggregate
<b>Workers Compensation and Employers Liability Insurance</b>		
Accident	\$1,000,000	Each Accident
Disease	\$1,000,000	Each Employee
Disease	\$1,000,000	Policy Limit
<b>Professional Liability</b>		
Unless waived by Owner	\$1,000,000	Per Claim
	\$3,000,000	Aggregate
<b>Pollution Liability</b>		
Unless waived by Owner		
(If work involves asbestos, lead paint, hazardous substances or other pollutants)	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

**Required Endorsements:**

The aforementioned insurance policies should bear the following:

- 1) **Endorsements waiving rights of subrogation** against William Marsh Rice University on the General Liability, Automobile Liability, [Excess Liability] and Workers Compensation policies.
- 2) Commercial General Liability, Automobile Liability insurance and [Excess Liability] policies shall bear endorsements **naming William Marsh Rice University as an Additional Insured.**
- 3) **Endorsement providing thirty (30) day written notice of cancellation to William Marsh Rice University.**

*Certificates of Insurance and copies of requested endorsements shall be filed with Rice University prior to commencement of the work and must be approved by Renee Block, Director of Risk Management MS-670, William Marsh Rice University, P.O. Box 1892, Houston, Texas 77251-1892.*