

APPENDIX 1 - GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Respondent's responsibility to read this entire document, review all enclosures and attachments, and any addenda, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Respondents or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, may not be considered, and can be automatically disqualified from further consideration. It shall be the Respondent's sole responsibility to ensure the timely submission of proposals.
3. **HISTORICALLY UNDERUTILIZED BUSINESS:** Rice University is committed to retaining Vendors from diverse backgrounds. It invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. In particular, Rice University encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors.
4. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, Rice University will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Respondent, with specific trade secret information enclosed in boxes, marked in distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Any material labeled as confidential constitutes a representation by the Respondent that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret. Respondents are urged and cautioned to limit the marking of information as a trade secret or as confidential as possible. If legal action is brought to require the disclosure of any material so marked as confidential, the University will notify Respondent of such action if feasible to allow Respondent to defend the confidential status of its information.



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5. MISCELLANEOUS: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender-neutral. The singular of any word or phrase shall be read to include the plural and vice versa.
6. INFORMAL COMMENTS: Rice University shall not be bound by informal explanations, instructions, or information given at any time by anyone on behalf of the University during the competitive process or after award.
7. COST FOR PROPOSAL PREPARATION: Any costs incurred by Respondents in preparing or submitting offers are the Respondents' sole responsibility; Rice University will not reimburse any Respondent for any costs incurred or associated with the preparation of proposals.
8. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement shall be determined.
9. PAYMENT TERMS: If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
10. NON-DISCRIMINATION: The Respondents will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
11. ADVERTISING: Respondents agree not to use the existence of The Contract or the name of Rice University as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the University is willing to act as a reference by providing factual information directly to other prospective customers.
12. INSURANCE: COVERAGE - During the term of the Contract, the Successful Respondent, at its sole cost and expense, will be required to submit a Certificate of Insurance to execute a contract as required in Exhibit A. Note the insurance coverages required in Exhibit A will be included in the final service agreement.
13. GENERAL INDEMNITY: Successful Respondent shall indemnify, hold harmless, protect and defend Rice and its trustees, officers, employees and representatives (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of Consultant's obligations under the Agreement.
14. CONFIDENTIALITY: Any Rice University information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Respondent under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Rice University.
15. COMPLIANCE WITH LAWS: Respondents shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of Federal, State, and local agencies having jurisdiction and/or authority.



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16. AMENDMENTS: This Contract may be amended only by a written amendment duly executed by Rice University and the Successful Respondent.
17. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

