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**Request for Proposal #: 2020-06-004 Onsite COVID-19
Testing Services for Rice University**

Date of Issue: June 22, 2020

Proposal Submission Deadline: June 30, 2020
At 3:00 PM Central Time



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1.0 INTRODUCTION

Rice University welcomes proposals from qualified organizations to provide COVID-19 health testing services on the Rice campus in Houston, Texas. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal. This project may be paid for with Federal funds, which may include Coronavirus Aid Relief & Economic Security Act (CARES Act) funds.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 PURPOSE AND BACKGROUND

COVID-19 testing is available on a limited basis through providers in Houston, TX. However, existing testing sites do not reach all people for whom testing might be beneficial. As COVID-19 case counts rise, Rice University seeks to:

- Identify people who: (1) have a high risk of a serious infection or who have contacts that are vulnerable to serious infection, or (2) live or spend time in settings with an elevated risk of disease transmission (e.g. congregate settings); and
- Identify COVID-19 cases more quickly so that contact tracing can stop the chain of transmission.

3.0 GENERAL INFORMATION

3.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before the Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

RFP documents are found in Rice University's Solicitation Opportunities website at <https://buy.rice.edu/solicitation-opportunities>. Respondents must periodically review the site for potential amendments, regular updates to the RFP timeline, and other related information.

3.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Respondent's responsibility to read the instructions, Rice University's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Respondents also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Respondents have questions, issues, or exceptions regarding any term, condition, or other sections within this RFP, those must be submitted as questions in accordance with the instructions in Section 3.4 PROPOSAL QUESTIONS. If Rice University determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. Rice University may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and



answer period. Other than through this process, Rice University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with the Respondents' proposal. It will apply to any language appearing in or attached to the document as part of the Respondents' proposal that implies to vary any terms and conditions or Respondents' instructions herein or to render the proposal non-binding or subject to further negotiation. The Respondents' proposal shall constitute a firm offer. **The Respondent agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect and will be disregarded by execution and delivery of this RFP Response. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to deem Respondents' proposal as nonresponsive.**

3.3 RFP SCHEDULE

The table below shows the intended schedule for this RFP. Rice University will make every effort to adhere to this schedule.

Event	Date and Time (Central Time)
Date of Notice (RFP Issued)	June 22, 2020
Closing Date for Receipt of Written Questions	June 24, 2020 at 3:00 PM
Issue Addendum (Response to Submitted Questions)	June 25, 2020
Optional Pre-Proposal Conference (Tentative)	June 26, 2020
Closing Date for Receipt of Proposals	June 30, 2020 at 3:00 PM
Anticipated Award Notice (Tentative)	July 2, 2020
Contract Execution	July 13, 2020

Rice University expects awarded Provider Organizations to begin testing services around July 15, 2020.

3.4 PROPOSAL QUESTIONS

Upon reviewing the RFP documents, Respondents may have questions to clarify or interpret the RFP to submit the best proposal possible. Respondents shall submit any such questions by the above due date. Written questions shall be emailed to abj2@rice.edu by the date and time specified above. Respondents should enter “RFP #2020-06-004: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section. The University’s response to questions received before the submission deadline, and any additional terms deemed necessary by the University will be posted in the form of an addendum. No information, instruction, or advice provided orally or informally by any Rice University personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

3.5 PROPOSAL SUBMITTAL

Proposals will be received until 3:00 PM, 6/30/2020. All proposals shall be electronically submitted via email and adequately identified with the RFP# 2020-06-004 and COVID-19 Testing Program for Rice University. Proposals may be emailed to abj2@rice.edu. It is the Respondents' responsibility to ensure the proposal is received on time. Rice University reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to serve the university's best interest.



3.6 KEY CONTACTS

All questions concerning this RFP must be submitted in writing via email to Adriana Jimenez, Buyer, at abj2@rice.edu.

4.0 SCOPE OF WORK

4.1 ABOUT THE PROGRAM

Implement the COVID-19 Community Testing Program (the Program).

The Program requires qualified organizations to:

- 1) Establish a test site on the Rice University campus;
- 2) Provide COVID-19 testing using defined criteria and approved testing methodologies;
- 3) Provide test results to Rice University Infection Control/Contact Tracing group:
 - a. In 24 hours or less from time of sample collection;
 - b. Using secure delivery system to adhere to patient privacy;
- 4) Collect data and submit required reporting as instructed by Rice University.
- 5) Possible sharing of informatics software for population modeling

Organizations’ roles and responsibilities

Organization	Responsibilities
Successful Respondent	Provide services according to RFP criteria Submit required reports Bill Rice University
Rice University	Provide funding Provide clear instructions and criteria Establish criteria for testing Administer contract Pay Provider Organization

4.2 PROGRAM REQUIREMENTS

Rice University requires at least the services listed below, including the specific tasks and work activities described. Respondents may propose additional or revised tasks and activities but should explain why each is necessary and aligns with the Program’s overall goals.

Deliverable 1: Testing Site Plan and Operational Procedures

Work with Rice Crisis Management Team to Establish COVID-19 testing site(s) and operational procedures

A. Establish testing site(s), including defining hours and location

Providers will be expected to work with Rice CMT to identify types and specifications of testing spaces that maintain patient confidentiality and will assure the protection of staff and patients from COVID transmission.

Hours of operation for testing services may be variable and should be described in detail by the Respondent. Rice University is particularly interested in testing services during mornings and/or afternoons during the week that best facilitate rapid results back to the CMT.

Respondents must:



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- Identify, establish and train a team of medical credentialed and other operational staff;
- Work with Rice CMT to:
 - Develop appointment and/or queuing procedures to protect staff and individuals tested,
 - Establish infection control procedures to protect staff and individuals tested,
 - Publish and disseminate location(s) and schedule for testing, including on Rice University websites.

B. Assure consistent sourcing of required materials

- Purchase and maintain consistent sourcing of laboratory tests and related supplies for either:
 - FDA authorized PCR tests (results returned in 24 hours or less),
 - point-of-care PCR tests, and:
 - FDA authorized antigen screening tests (for immediate returning campus population),or
 - other tests approved in writing by Rice University
- Comply with all manufacturer and CLIA guidelines for performing tests
- Establish an agreement with a laboratory for testing services if non-point-of-care tests are used, with assistance from Rice University if required
- Purchase and maintain consistent sourcing of personal protective equipment (PPE) appropriate to the type of testing Respondent proposes to use

C. Assure access to populations of concern

- Assure access for non-English speakers or describe why you are unable to do so

Deliverable 2: Testing

Provide COVID-19 testing to identified populations using approved testing methodologies

- For the period of July 13, 2020 through November 27, 2020
 - Conduct PCR testing at least five days per week, Monday through Friday;
 - Conduct at least 200 PCR tests per day (1,000 tests per week), if demand so necessitates.
- For the period of July 20, 2020 through August 21, 2020
 - Conduct PCR testing at least five days per week, Monday through Friday
 - Conduct at least an *additional* 200 PCR tests per day (1,000 tests per week), if demand so necessitates.
- Provide an option to conduct PCR tests on weekends in addition to the weekly tests noted above
- Provide an option to purchase additional daily PCR tests as needed
- For the period of July 26, 2020 through August 26, 2020, conduct an additional ~4000 antigen tests for on campus move-in to range from 200-1500 tests per day.
- Refer individuals reporting shortness of breath or other medical symptoms requiring medical care to hospital emergency departments or other sites to receive medical care

Deliverable 3: Billing

Establish and implement billing processes while assuring no out-of-pocket charges to patients



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- Bill Rice University for all COVID-19 testing of Rice University students, faculty and staff and any others approved by the Rice CMT.
- Bill third party insurance providers as necessary and identified by Rice CMT.
- Participate in the federal COVID-19 Claims Reimbursement Program to obtain reimbursement for testing.

Deliverable 4: Reporting and Data Collection

Assure appropriate data collection and submit required reports as instructed by Rice University

Report test results to Rice University as directed

- Support the contact tracing activities of Rice University by:
 - Providing negative and positive test results to the individuals being tested;
 - Providing negative and positive test results to Rice CMT;
 - Reporting the above information on persons testing positive to Rice University immediately (within 1 hour of receiving result);
 - Testing persons who are contacts of people with COVID-19 infection referred for testing by Rice University or affiliated organizations;
 - Cooperating with Rice University contact tracing team in other ways to be later defined.
- In addition to reporting positive test results on individuals, report aggregate data daily on timelines and using formats as directed by Rice University (speaking specifically to any informatic population data reporting capability).

Invoices and fiscal reports

The successful Respondent shall report to Rice University regularly regarding the status of the project and its progress in providing the contracted services and products. At a minimum, the successful Respondent shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service. Invoices shall conform to the approved budget and shall not exceed the awarded amount.

5.0 REQUIREMENTS

5.1 PROPOSAL CONTENTS

The requirements for a complete proposal to be considered are:

- A. Respondent Organization – up to two (2) pages

Provide information summarizing:

- Structure of Provider Organization (e.g., nonprofit, for-profit)
- Employer Identification Number (EIN)
- Services currently offered by Respondent and population(s) served
- Experience providing services similar to or relevant to those in this Program
- Medical qualifications of staff involved in this project
- Experience billing for medical and/or lab specimen collection services



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- Names and contact information for two (2) references familiar with the work of the organization

If the applicant plans for subcontractor(s) to provide some of the services, this information must be provided for all subcontractors.

B. Program Narrative – up to six (6) pages

This section must respond to each item described in this RFP. Responses should state in detail how the Respondent will carry out each task, including the specific personnel and job titles responsible for completing each task. The Program Narrative should be organized using the same sections in this RFP.

- Deliverable 1: Testing Site Plan and Operational Procedures
 - Name specific address(es) of test site(s) if known;
 - Describe if space is owned, leased, or if there is another arrangement;
 - Describe date testing will begin and how long it will be offered (if resources are available);
 - Describe hours of operation by day for test site(s);
 - Describe data management or another technology system(s) used;
 - Describe test site operations, including:
 - Symptom screening,
 - Referrals as needed for medical care,
 - Collection of locating, demographic, and risk information,
 - Provision of information to persons during testing,
 - Laboratories to which tests will be sent,
 - Test details, including specific test performance characteristic data,
 - Infection control procedures to protect staff and persons tested,
 - Staffing of testing operation,
 - Infectious waste and trash disposal,
- Deliverable 2: Testing
 - Describe the expected number of tests per week and ramp-up period, if relevant;
 - Describe consistent source for PPE and which PPE supplies will be used;
 - Describe patient confidentiality and privacy systems;
- Deliverable 3: Billing
 - Describe billing system(s) and vendor(s) proposed, if applicable.
- Deliverable 4: Reporting and Data Collection
 - Describe the process for testing notifications:
 - Reporting of information on positives and negative test result to Rice University CMT,
 - Reporting of information on positive and negatives test results to patient,
 - Reporting of aggregate data on testing to Rice University.



C. Budget – up to two (2) pages

Applicants should submit a Budget that describes line-item costs broken down into at least the following categories. Applicants may use more categories if desired.

- Personnel cost by role, including hourly rates and fringe/benefits costs if included,
- Lab test kits,
- PPE supplies,
- Infectious waste and trash disposal.

The budget should not include costs for reimbursable insurance services, including lab sample collection fees and lab test costs.

The Respondent can provide budget justification within two (2) total pages for this section.

Overhead or administrative rates of up to ten (10) percent will be considered. Budget proposals will be considered “fixed price” proposals, and thus no payment will be made beyond the total Budget amount proposed.

Eligible expenditures	Ineligible expenditures
Computers	Air travel
Equipment	Entertainment
Furniture	Firearms
Lab test kits	Food and beverages
Lease costs	Honoraria or gifts
PPE supplies	Hotel and lodging
Publicity for testing services	Legal fees
Refrigerators for specimens	Lab sample collection fees
Security	Lab test cost
Staff and benefits	Loans
Training	Lobbying or advocacy
Waste disposal	Medical care
	Promotional items
	Research expenditures
	Vehicles

5.2 CONTRACT FORM AND TERM

The preferred form of the contract between Rice University and the successful Respondent is the Rice Professional Services Agreement (copy attached).

The contract's initial term is for the scope of the project but may have an extended term for one year with two one-year optional renewals as agreed upon by Rice University and successful Respondent.

5.3 PRICING

Proposal price shall constitute the total cost for complete performance following the requirements and specifications herein, including all applicable charges handling, administrative, and other similar



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fees. The successful Respondent shall not invoice for any amounts not explicitly allowed for in this RFP.

5.4 VENDOR EXPERIENCE

In its Proposal, Respondent shall demonstrate experience providing patient care, familiarity with safety protocols, willingness to learn and understand HIPAA compliance, adherence to testing criteria based on resource constraints, and experience with personal protective equipment (PPE), with private sector clients with similar or greater size and complexity to Rice University.

5.5 VENDOR'S REPRESENTATIONS

- A. Respondent warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the industry's prevailing business standards. Respondent agrees that it will not enter any agreement with a third party that may abridge any university rights under this Contract. The Respondent will serve as the prime contractor under this Contract and shall be responsible for all subcontractor(s) performance and payment that may be approved by the University. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents, and shall not limit Vendor's obligations hereunder. The Respondent will retain executive representation for functional and technical expertise to incorporate any work by third party subcontractor(s).
- B. If any Services, deliverables, functions, or responsibilities not explicitly described in this Contract are required for Respondent's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service; they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, the Respondent will furnish all of its necessary management, supervision, labor, facilities, furniture, computer, and telecommunications equipment, software, supplies, and materials for the Respondent to provide and deliver the Services and Deliverables.
- C. Respondent represents and warrants that it has the financial capacity to perform and to continue performing its obligations under the Contract; that Respondent has no constructive or actual knowledge of an actual or potential legal proceeding being brought against the Respondent that could materially adversely affect the performance of this Contract; and that entering into this Contract is not prohibited by any contract or order by any court of competent jurisdiction.

6.0 METHOD OF AWARD AND EVALUATION

6.1 METHOD OF AWARD

All qualified proposals will be evaluated, and award(s) will be made to the Respondent(s) meeting the RFP requirements, and best fits the needs of the University. Rice University reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification



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submittal without further discussion or interviews. Proposals will generally be evaluated according to completeness, content, and experience with similar projects, the Respondent and its staff's ability, and cost. Respondents are cautioned that this is a request for offers, not an offer or request to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

6.2 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

- Proposed Cost
- Experience and qualification of the firm
- Understanding of the proposed project plan
- Overall proposal and completeness

7.0 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.

Rice University - Insurance Requirements

Schedule of Insurance

Limits of Liability

Workers Compensation and Employers Liability Insurance

Accident	\$1,000,000	Each Accident
Disease	\$1,000,000	Each Employee
Disease	\$1,000,000	Policy Limit

Commercial General Liability

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

Automobile Liability

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
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Cyber Liability	\$3,000,000	Each Claim
	\$3,000,000	Aggregate

Professional Liability	\$5,000,000	Each Claim
	\$5,000,000	Aggregate

Excess or Umbrella Liability	\$5,000,000	Each Claim
	\$5,000,000	Aggregate

Please note:

The aforementioned insurance policies shall bear the following:

- 1) **Endorsements waiving rights of subrogation** in favor of William Marsh Rice University on the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies.
- 2) Commercial General Liability and Automobile Liability shall bear endorsements **naming William Marsh Rice University as an Additional Insured.**
- 3) **Endorsement providing thirty-day written notice of cancellation to William Marsh Rice University for each policy.**

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