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**Request for Proposal #: 2021-03-002 International
Employment Services**

Date of Issue: March 22, 2021

Proposal Submission Deadline:
April 9, 2021 at 5pm Central Time



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1.0 INTRODUCTION

Rice University requests and welcomes competitive proposals from experienced and qualified organizations to establish a contract through competitive negotiations to provide International Employment Services. The university desires to partner with a company to provide Rice the ability to “hire” and pay employees working in a non-US jurisdiction. Respondents are requested to include a broad overview of their company's capabilities in their RFP response, including Higher Ed customer experience. Responses to the requirements should be both specific and holistic, providing the evaluation team the best and most complete understanding of the proposed services' quality and capabilities. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

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.

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

2.0 PURPOSE AND BACKGROUND

William Marsh Rice University, commonly known as Rice University, is a private research university in Houston, Texas. The university is situated on a 300-acre campus near the Houston Museum District and is adjacent to the Texas Medical Center. The university enrolls 3,800+ undergraduate students, 2,800+ graduate students (~6,500 total student population), ~ 2,900 faculty and staff for a total campus population of ~10,000 (including campus visitors/contractors).

The university is expanding its global footprint and requires engaging foreign nationals in certain countries to conduct Rice business. The desire is to have an organization who will employ individuals whom Rice selects in a fashion similar to a Professional Employer Organization (PEO).

- The selected organization will employ the individual(s) and lease or charge back the full cost (including benefits and employer taxes) to Rice.
- The selected organization will be responsible for all payroll tax withholdings as well as tax filings and remittances in each country.
- Rice will source, interview and recommend for hire all such employees; however, it would also like to know the organization's ability to partner with Rice for identifying candidates for hire.
- The selected organization will work with the Rice benefits team to put together a benefit package for employees that are hired that is appropriate for each country.
- The day to day management and direct supervision of the employee will be performed by Rice. Performance reviews will be provided to the employees by Rice in consultation with the organization. All hiring and firing will be performed by the selected organization in consultation and approval by Rice.



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. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions.

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 deemed 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)	March 22, 2021



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Closing Date for Receipt of Written Questions	April 2 at 5:00 PM
Issue Addendum (Response to Submitted Questions)	April 5 at 5:00 PM
Closing Date for Receipt of Proposals	April 9 at 5:00 PM
Optional Finalists Demos/Presentations (Tentative)	N/A – follow up will be performed by phone
Anticipated Award Notice (Tentative)	April 16
Contract Execution	April 23

Rice University expects successful and awarded Respondent(s) to begin services on July 1, 2021.

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 ot10@rice.edu by the date and time specified above. Respondents should enter “RFP #2021-03-002: 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 5PM. All proposals shall be electronically submitted via email and adequately identified with the RFP#2021-03-002 and International Employment Services. Proposals shall be emailed to ot10@rice.edu. It is the Respondents' responsibility to ensure the proposal is received on time.

IMPORTANT NOTE: This RFP has been posted on the Rice University, Division of Procurement site. The University shall only accept electronic responses sent via email and shall consider all other responses as Non-Responsive and will not consider them. Disregard anything written to the contrary in this RFP. All risk of late arrival due to unanticipated delay is entirely on the Respondent. All Respondents are urged to take the possibility of delay into account when submitting a proposal. Attempts to submit a proposal via facsimile (FAX) machine, telephone U.S. Mail or any other delivery service, in response to this RFP shall NOT be accepted. The link to the site is as follows: <https://buy.rice.edu/2021-03-002>

Submission of proposals indicates acceptance of all conditions contained in this RFP.

3.6 ALTERNATE PROPOSALS

Respondents may submit alternate proposals for various methods or service levels (s) or propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal must be clearly marked with the legend: Alternate Proposal #__ for Organization’s name. Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with



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various service offerings, each must offer a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other submitted proposals.

3.7 KEY CONTACTS

All questions concerning this RFP must be submitted in writing via email to Olivia Townsend, Buyer, at ot10@rice.edu.

Olivia Townsend
Buyer II
[Procure to Pay](#)
Cambridge Office Building
6100 Main Street MS 77
Staff
ot10@rice.edu

4.0 SCOPE OF WORK

4.1 ABOUT THE PROJECT

As described in the Introduction, Purpose and Background sections, the purpose of this RFP is to secure the services of one or more qualified organization(s) who will serve as a PEO with a global reach to become the Employer of Record for international employees

The PEO shall provide benefits, payroll processing, and serve as the employer of record for Rice which includes supplying statutory benefits such as employee tax withholdings, workers compensation, and any in country required benefits (e.g. employer unemployment tax withholdings).

4.2 DELIVERABLES AND OBJECTIVES

Rice University requires at least the following services and the Successful Respondent(s) must meet the following standards. Qualified Vendors are encouraged to submit a proposal for performing the services described herein. All bids must be submitted strictly following the requirements of this RFP. Failure to include any required information in the proposal may disqualify a respondent as a potential contractor. Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the respondents' abilities to satisfy this RFP's requirements. Emphasis shall be on completeness and clarity of content. The information shall be prepared, tabbed, and submitted in the order given below.

Tasks

- a) Onboarding employees which will specify in U.S. dollars the employee's monthly remuneration, and that Rice will pay such compensation in U.S. dollars.
- b) Administering employee remuneration as follows:
 - Processing of the payroll, including any applicable employee expense reimbursements;
 - Filing of statutory returns, remittance of taxes, Workers Compensation Fund, welfare and benefits payments as applicable to each employee, consistent with and as required under applicable in-country labor and employment laws for the employee type;



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- Provision of pay slips to employees;
- Timely payment via bank transfer of all remuneration to employees;
- Provide timekeeping services as applicable to the employee type and maintain appropriate retention schedule;
- Provide the employee with the appropriate tax documents on the employee's country schedule;
- Retain and provide to the University all records that sufficiently document the payroll assistance and tax remittances and services, as required to confirm the Company's compliance with applicable law.
- Provide securely any information Rice Payroll needs for U.S. compliance.
- Provide statutory benefits.

Technical Approach

Proposals shall include, in narrative, outline, and/or graph form the Respondents' approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

The proposal shall be of sufficient detail to describe the following:

Deliverable 1: Proposed Services

- a) Respondents shall describe in writing the services proposed, including work and/or inputs required by Rice University's staff and routine deadlines for monthly, quarterly, and annual processes;
- b) Respondents shall address how your services map to the goals of accuracy, efficiency, flexibility, and risk mitigation;
- c) Respondents shall identify how you manage the University's legal risk and engage in employment compliance in each country;
- d) Respondents shall provide an example of how employees will engage with your service (e.g., self-service);
- e) Respondents shall provide a timeframe to onboard identified employees and timeframe to initial payment;
- f) Respondents shall describe the associated services your company will offer the University to assist in maximizing the use of scarce University resources, both direct cost and staff time, that are directed towards payroll and benefits processing, as well as data-intensive human resources processes. Pricing models and estimates for these additional services are helpful but not required information for this item.

Deliverable 2: Cost of Proposed Services

- a) Respondents shall state how you propose to be compensated for providing the scope of services (note any grouped service pricing or discounts, as well as any financial transaction fees, or out-of-pocket expenses to be reimbursed such as shipping);
- b) Provide an estimate of any one-time start-up costs associated with implementing the proposed services, including onboarding or set up fees. Specify whether such costs are per employee, per pay period, or transaction;



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- c) Provide an estimate of any ongoing fees associated with the proposed services and specify whether such costs are on a fixed or percentage basis and calculated based on wages, total compensation, or another metric. Note any grouped service pricing or discounts;
- d) Provide an estimate of any payroll advance required by your company to implement the proposed services;
- e) Provide an estimate of ancillary fees for the proposed services, including but not limited to financial transaction fees or out-of-pocket expenses to be reimbursed, such as shipping. If you have a rate card for ancillary costs, provide the rate card;
- f) In the following example, please set out the total fees for the proposed services, describing the entire cost components: Ex. Ten (10) University employees based in China should be paid semi-monthly over six months at the salary rate of \$50,000 per year. Note that this example is set out for use in this RFP only and is not illustrative of actual University salaries.

Deliverable 3: Qualifications and Experience

Respondents shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities assigned to each person the Respondents proposes to staff the work.

- a) Respondents shall provide a brief explanation of why your company is qualified to provide the employer of record, international payroll processing, and ancillary services to Rice University. Describe your company's experience in providing payroll processing and ancillary services for public and private sector clients, particularly those in higher education.
- b) Respondents shall provide audited financials for the most recent three (3) years for review.
- c) Respondents shall provide evidence of insurance policies meeting the terms of ATTACHMENT A: policies shall meet all laws of the State of Texas and shall be obtained from companies licensed or approved to do business in the State of Texas.
- d) Respondents shall identify the state of its company incorporation.
- e) Respondents shall provide information about the personnel's qualifications and experience to be assigned to this project, including resumes citing expertise with similar projects.

Deliverable 4: Sample Reports, Data Sets and Technology

- a) Respondents shall describe analytics and reporting capabilities.
- b) Respondents shall provide samples of the kind of reports it will be preparing for Rice and data sets available to the same if selected to provide payroll processing and ancillary services.
- c) Respondents shall describe format and availability options (web-based, self-service, file format, etc.) for reports and data sets.
- d) Respondents shall provide information on data security as well as Rice hardware and software requirements.

Deliverable 5: Response Service

- a) Respondents shall describe its customer support model.
- b) Respondents shall state whether they provide a dedicated client consultant to serve as a liaison between the employees and the client, advise the employees on any changes made by the client, and advise the client on any issues the employees might raise.

Deliverable 6: Client References



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- a) Respondents shall provide at least three (3) references of clients of similar size and scope to that proposed herein for whom it has provided payroll and related services during the past three (3) years. Ideally, references should be in higher education with a similar education and research makeup as the University if available. Include:
- University name;
 - Contact person;
 - Contact information;
 - Length of relationship as their PEO;
 - ERP system used;
 - A description of the services provided.

Deliverable 7: Optional Services

- a) Future optional services to be considered are staff recruiting in-country, staff employee relations management, immigration services (e.g., visa assistance), staff benefit provisions, and in-country legal and compliance consulting services. In no more than 300 words, please describe your company's capabilities to perform these services, and provide cost estimates. Please provide your website location(s) for additional materials regarding these services. Note that the capability to provide these future services is not part of the selection criteria for this RFP but may be considered by the University.

5.0 REQUIREMENTS

5.1 PROPOSAL CONTENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Respondent agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. Proposals should provide a concise but complete description of the respondent's ability to meet the requirements of the RFP. Suppose a Respondent is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better proposal. In that case, the Respondents is urged and cautioned to submit these items in the form of a question during the question and answer period per Section 3.4. Proposals should be identified with the name of the respondent and RFP 2021-02-003.

Proposals must be organized into the following sections:

- A. Cover Letter
- B. Respondent's Organization
- C. Program Narrative
- D. Pricing
- E. References

A. Cover Letter – one (1) page.

B. Respondent's Organization – up to two (2) pages.

Provide information summarizing:

- Company name, address, phone number and authorized representative;



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- Structure of the 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

If the Respondent plans for subcontractor(s) to provide some of the services, this information must be provided for all subcontractors. Respondents may subcontract the performance of Services to third parties only with the university's prior written consent. The Successful Respondent(s) remain solely responsible for the performance of its subcontractors. If any, subcontractors shall adhere to the same regulatory obligations and standards required of the Successful Respondent(s) under the resulting Agreement.

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

A narrative description of how the respondent will manage all aspects of the International Employment Services described in Section 4.0 SCOPE OF WORK. Respondents may provide additional information or recommendations relevant for consideration in the university's determination of award of the contract(s). The Program Narrative should be organized using the same sections in this RFP.

D. Pricing– up to two (2) pages.

Proposal price shall constitute the total cost to End User Departments for complete performance following the requirements and specifications herein. While it is strongly preferred that no set-up fees be charged in addition to Respondent's payroll processing fees, if set-up or similar expenses are included, please specify them in detail. Successful Respondent(s) shall not invoice for any amounts not explicitly allowed for in this RFP.

A rate increase request may be considered at each contract renewal date. No increase will exceed 3% without prior approval from the university. Any other price increases for years two through five, due to change in scope of work, will require a waiver from the university.

Describe billing system(s).

The payment terms for a purchase order are Net 30 days from receipt of an invoice. Payment terms can be negotiated if the respondent offers discount for early payment.

Invoices must be submitted via email at payment@rice.edu. Invoices should bear the purchase order number to ensure prompt payment. The Successful Respondent(s)'s failure to include the correct purchase order number may cause a delay in payment.

The Successful Respondent(s) shall not invoice for any amounts not explicitly allowed for in this RFP.

The university reserves the right to change requirements at any time during the process provided the changes are justified and that modifications would not materially benefit or disadvantage a



respondent. Any modifications and/or amendments to the RFP will be made prior to receipt of proposals and all potential respondents made aware of the changes. Additionally, the modifications and/or amendments will be posted on the university's open solicitations website.

E. References – one (1) page.

At least three (3) references in accordance with Section 4.2, Deliverable 6: Client References.

5.2 CONTRACT FORM AND TERM

The preferred form of the contract between Rice University and the Successful Respondent(s) is the Rice Professional Services Agreement (copy attached). The university seeks to award contracts for call center services on a “per event” basis.

This contract shall be binding on both parties for a one (1) year period beginning on the contract award date. The University shall have the option of extending the contract for four (4) additional one (1) year terms. The University shall give the Successful Respondent(s) written notice of its intent to renew no less than ninety (90) calendar days before the expiration. If the University elects to continue, the terms of said renewal shall be specified in writing as part of the written notice. The Successful Respondent(s) shall respond within thirty (30) calendar days of this notice with any exceptions or changes to the original contract terms. All exceptions shall be negotiated between the University and the Successful Respondent(s) during the notice period's remaining sixty (60) calendar days. If there are no exceptions taken or, upon a mutual agreement of the parties concerning renewal terms, the Successful Respondent(s) shall sign the renewal notice and send it back to the University. This contract's full term, including all renewals, shall not exceed five (5) years.

Respondents may submit for legal review (a) its proposed contract by which the University will retain the Successful Respondent(s)'s services and (b) any other applicable agreement that the Organization will require the University to sign. The University's terms and conditions outlined in **Attachment A** should either be built into or be incorporated by reference in the contract(s) that the Successful Respondent(s) proposes in its terms and conditions proposal. The University will consider exceptions taken by respondents to certain of these provisions. Still, respondents are cautioned that the University has limited ability and willingness to modify these standard University provisions. The University will compare and contrast the terms and conditions proposals submitted by qualified Respondents while evaluating the cost proposals. After this evaluation, the University may elect to award the contract to the Respondent whose aggregate proposal the University determines to be most advantageous to the University. The University may enter into contract negotiations with one or more Qualified Vendors to reach mutually agreeable contract terms and conditions if the University is not satisfied with the terms and conditions proposed by the applicable Respondent(s). The University is not obligated to negotiate with all qualified Respondents. The University reserves the right to eliminate any Respondent from further consideration that submits a cost proposal or proposes terms and conditions that are not advantageous to the University.

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 Vendors 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. Or, to cancel this RFP in its entirety without awarding a contract if it is considered to be most advantageous to the University to do so.

6.2 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review and evaluate all proposals received by the University no later than the date and time specified on this RFP. 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.

1. Qualifications and experience – Evaluation of experience in providing international payroll processing and ancillary services for public and private sector clients, particularly those in higher education. (50%)
2. Breadth of service – Listing of countries in which the organization has the ability to perform these services. (30%)
3. How well do the proposed services meet the business process requirements of the University? (10%)
4. Pricing – Evaluation of cost of service and pricing information, including any grouped service pricing or discount. (10%)
5. References – any organization who is not able to provide references of other organizations where they are performing these services will not be considered.

After all qualified proposals have been evaluated in accordance with the evaluation criteria outlined above, the University may request any number of finalists to provide a demonstration of their solution to verify the value to Rice University and ensure alignment with our requirements. The evaluators may request oral presentations or discussions with any or all Respondent(s), at their discretion, to clarify or amplify the materials presented in any part of the proposal. However, evaluators are not required to request presentations or other clarifications—and often do not; therefore, all proposals must be complete and reflect the most favorable terms available from the Respondent. 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. The University reserves the right to reject all original offers and request one or more of the Respondents submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the University after the initial responses to the RFP have been evaluated.

7.0 INSTRUCTIONS TO PARTICIPATING VENDORS

Responsibility of Each Vendor Participating in the Bidding Process

1. **Open solicitations website:** It will be the responsibility of each participating Organization to refer daily to the Rice Solicitation Opportunities website to check for any available opportunities, addenda, cancellations, or award intents posted there. It is not



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Rice University's responsibility to notify participating Organizations by email or any other means of any of the above.

2. **Read, review, and comply:** It shall be the Respondent's responsibility to read this entire document, review all enclosures and attachments, and any addenda to it, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Respondents or elsewhere in this RFP document.
3. **Late proposals:** Late proposals, regardless of cause, will not be opened or considered and will automatically be disqualified from further consideration. It shall be the Respondent's sole responsibility to ensure the timely submission of proposals.
4. **Acceptance and rejection:** The University reserves the right to reject any and all proposals, waive any informalities, and unless otherwise specified by the Respondent, accept any item in the proposals.
5. **The basis for rejection:** The University reserves the right to reject any and all offers, in whole or in part, by deeming the proposal unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the University, cancellation or other changes in the intended project, or any further determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent the conclusion of the best offer, or any other determination that a rejection would be in the best interest of the University.
6. **Order of precedence:** In cases of conflict between specific provisions in this solicitation or any contract arising from it, the order of importance shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) University Contract Terms and Conditions attached as ATTACHMENT A; (4) Instructions in Section 7: INSTRUCTIONS TO VENDORS; and (5) Respondent's Proposal.
7. **Information and descriptive literature:** Respondent shall furnish all information requested in this document. Further, if required elsewhere in this proposal, each Respondent must submit their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
8. **Sustainability:** In support of sustainability efforts, all responses should be submitted electronically, via email, to the respective point of contact indicated in the RFP.
9. **Historically underutilized businesses:** Rice University is committed to retaining Organizations from diverse backgrounds. The University invites and encourages participation in this procurement process of companies 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.
10. **Confidential information:** To the extent permitted by applicable statutes and rules, the University will maintain confidential trade secrets that the Respondent does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified as "CONFIDENTIAL" by the Respondent, with specific



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trade secret information enclosed in boxes or similar indications. 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.

11. **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.
12. **Miscellaneous:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender-neutral. The singular format of any word or phrase shall be read to include the plural and vice versa.
13. **Communications by vendors:** In submitting its proposal, the Respondent agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the University until after the award of the contract or cancellation of this RFP. All Respondents are forbidden from having any communications with the University, or any other representative of the University concerning the solicitation, during the evaluation of the proposals (i.e., after submitting the proposals and before the award of the contract). Unless the University directly contacts the Respondent (s) to seek clarification or another reason permitted by the solicitation. A Respondent shall not:
 - a. transmit to the University any information commenting on the ability or qualifications of any other Respondent to provide the advertised good, service, equipment, commodity;
 - b. identify defects, errors and/or omissions in any other Respondent's proposal and/or prices at any time during the procurement process; and/or
 - c. attempt to engage in any other communication or conduct that could influence the evaluation and/or award of the contract subject to this RFP.
 - d. Respondents not in compliance with this provision may be disqualified, at the University's discretion, from the contract award. Only those communications with the University authorized by this RFP are permitted.
2. **Withdrawal of proposal:** A Proposal may be withdrawn only in writing and received by the office issuing the RFP before the award notification (or such a later date included in an Addendum to the RFP). A withdrawal request must be on Respondent's letterhead and signed by the Organization's official authorized to make such request. Any withdrawal request made after the Award notification shall be allowed only for "good cause" shown and in the sole discretion of the Division of Procure to Pay in Finance.
3. **Informal comments:** Rice 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. The University is bound only by information provided in this RFP and a formal Addenda.
4. **Cost for proposal preparation:** Any costs incurred by Respondent in preparing or submitting proposals are the Respondent's sole responsibility; Rice University will not



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reimburse any Respondent for any costs incurred or associated with the preparation of proposals.

5. **Respondent's representative:** Each Respondent shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the Organization and answer questions or provide clarification concerning the Organization's proposal.
6. **Subcontracting:** Unless expressly prohibited, a Respondent may propose to subcontract portions of the work to an identified subcontractor(s), provided that its bid(s) clearly describe what work it plans to subcontract and that Respondent includes in its proposal all related information regarding employees, business experience, etc., for each proposed subcontractor.
7. **Inspection at Respondent's site:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant, or other facilities of a prospective Respondent before contract award, and during the contract term as necessary for the University determination that such equipment/item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **Governing Law:** Any resulting contracts/agreements shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof).
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 or services, whichever is later. Unless the respondent offers discount terms for early payment and agreed by the university.
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:** During the term of the Contract, the Successful Respondent(s), 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.