

Appendix A – Terms & Conditions

1.1 General

1. **Supplier to ADA Contact** - ADA is committed to a response process which maintains the highest level of integrity. As a result, suppliers, consultants, their agents, liaisons, advocates, representatives, or others promoting their position are prohibited from contacting ADA. Other than with the designated contacts, contact with any of ADA participants, employees, contractors, subcontractors, consultants and/or those individuals having influence on the participants of the decision-making process, whether that notice is oral or written, formal or informal, outside of this process is strictly prohibited. Any attempt to influence the outcome of the RFP study outside of the process described herein will be automatic grounds for disqualification of the supplier's response. Suppliers will have adequate opportunity to obtain the needed information as part of the planned RFP process. All suppliers will receive the same information. Suppliers should carefully respect this provision.
2. **Designated ADA Contact** – All communications, including RFP submissions must be directed only to the designated representative of ADA i.e. Jay Willer listed above in Section I – Clarification section.
3. ADA reserves the right to disqualify any supplier in the event that providing these product/services may adversely affect existing business relationships.
4. Supplier Proposals received after the date and time specified will be disqualified and returned unopened to the supplier. Unsolicited corrections and/or modifications received after the closing time specified will not be accepted.
5. The suppliers are responsible for completely defining all charges which ADA should expect to incur, whether or not they have been specifically requested in the Request for Proposal and must guarantee those prices for twelve (12) months to allow ADA sufficient time to make an informed decision.
6. ADA reserves the right to verify all information provided by a supplier via direct contact with the supplier's prior clients and prior personnel. Supplier must agree to provide and release necessary authorizations for ADA to verify any of the supplier's previous work. Misstatements of experience and scope of prior work are grounds for disqualification of the supplier.
7. Suppliers found to have used the proposals, in whole or part, submitted by other supplier shall be disqualified from this Request for Proposal.
8. ADA will not be responsible for any costs incurred by the suppliers in connection with their response to this Request for Proposal.

9. Any proposal prepared for and submitted to ADA in response to this Request shall become the property of ADA.
10. ADA reserves the right to reject any and all proposals submitted, to cancel this request or any part thereof at any time without prior notice, and to accept the proposal of any other party if it deems such action to be in the best interest of ADA. Furthermore, ADA reserves the right to award based on initial offers or those subsequently requested, and to further negotiate with any and all suppliers.
11. ADA reserves the right to:
 - Award contracts on the basis of proposals for individual items, groups of items, or the entire list of items;
 - Reject any or all proposals, or any part thereof;
 - Waive any informality in the proposals; and
 - Contract in the best interest of ADA.ADA's decision shall be final.
12. All supplier representations to ADA, whether verbal or written, will be relied on by ADA in its evaluation of potential suppliers. ADA's reliance on the suppliers' represented expertise in this type of transaction is to be considered as incorporated into any and all formal agreements between the parties.
13. ADA will evaluate a supplier's "confidence in its own ability to perform" based on a given supplier's willingness to provide ADA with meaningful contractual assurances and remedies, which ADA may exercise in the event of that supplier's non-performance.
14. In summation of ADA's general objectives regarding this Request for Proposal, ADA has a sincere desire to award the transaction based on reliable information. In other words, responsive suppliers to this Request for Proposal will have demonstrated their agreement to not make verbal or written assurances, unless they can actually perform as described in said assurances.

1.2 Confidentiality Agreement

The information contained in this Request is confidential and is disclosed for the sole purpose of providing each supplier with sufficient information to develop and submit a Proposal. Further use or disclosure of this Request or the information contained herein for purposes other than preparation of proposals without obtaining the prior written consent of ADA is prohibited. All suppliers are required to execute the enclosed Confidentiality Agreement as a condition of making a proposal to ADA.

[The Confidentiality Agreement is included in the Appendix at the end of the RFP document.]

1.3 Warranties

The successful supplier will warrant that all services or products proposed hereunder will conform to applicable specifications, scopes of work, instructions, charts, and/or data provided by the supplier, and will be of good tradesmanship, will be fit and sufficient for the purposes intended by ADA, and will be free from all liens and encumbrances. These warranties will be in addition to all other warranties, express, implied, or statutory. All warranties will survive acceptance of any payment for any and all services ordered.

1.4 Assignment and Sub-Contracting

This Agreement and the obligations of the Marketing Agency Services provider hereunder may not be subcontracted, in whole or in part, without the prior written consent of ADA. ADA is under no obligation to any subcontractors.

1.5 Insurance and Indemnification

Supplier agrees that it will maintain adequate insurance at its own expense to cover its indemnity and other obligations to ADA under this Agreement. Supplier must maintain the following types of insurance for the duration of this agreement:

1. General Liability limits of at least \$3,000,000 aggregate
2. Workers Compensation limits of \$4,000,000 with \$1,000,000 per occurrence and \$2,000,000 general aggregate
3. Management Liability including Directors and Officers limits of \$10,000,000 aggregate

Supplier agrees to defend, indemnify, and hold ADA and their directors, officers, representatives, agents, and employees harmless from all claims, damages, liability, and expenses resulting from any act or omission of supplier in connection with the agreement. Supplier agrees to defend any and all claims, lawsuits, or other legal proceedings brought against ADA arising out of the supplier's acts or omissions. The supplier shall pay the full cost of the defense and any resulting judgments.

1.6 Termination

1.6.1 Termination for Cause

ADA reserves the right to cancel all or any part of this Agreement if the successful supplier fails to deliver the Services in accordance with the terms of this Agreement to the satisfaction of ADA. Such cancellation shall be in writing and may be without notice and shall not result in any penalty or other charges to ADA.

1.6.2 Termination for Convenience

In addition to the remedy provided in any other clause within the Agreement, ADA may, at its option, terminate this Agreement at any time during the Term, and, if such option is exercised, then this Agreement will terminate 60 (sixty) days after the date such written notice is received or deemed received, by the successful Proponent and ADA will be under no further obligation to the successful Proponent, except to pay to the successful Proponent such amount as the successful Proponent may be entitled to receive, pursuant to Payment for the Services provided to the date of termination. Such termination will not result in any penalty to ADA, unless otherwise agreed to and as specified in this Agreement.

1.7 Security

When using ADA premises, the successful supplier shall comply, and shall take all reasonable steps to ensure that the Designated Employee complies, with all security requirements in effect for those premises.

1.8 Legal Requirements

Supplier shall provide its services in a professional, competent, high quality, and timely manner that meets or exceeds industry standards. Supplier (a) acknowledges that ADA is a non-profit charitable organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, (b) agrees not to take any actions that may jeopardize that status of ADA, (c) agrees to inform its business partners about ADA's tax-exempt status; and (d) agrees to perform its services in accordance with all applicable laws, regulations, industry standards, ADA policies, and standards of decorum and taste so as not to adversely reflect upon ADA or its mission.