



Purchasing Department

P.O. Box 750416
Dallas, Texas 752752

REQUEST FOR PROPOSALS

RFP Number: SMU-20240401

Campus Parking Services

All Bids in Response to this RFP are Due Before:

Friday, April 19, 2024 at 3:00 CDT

1.0 GENERAL OVERVIEW

1.1 Background

As a private, tax-exempt university enriched by its United Methodist heritage and partnership with the Dallas-Fort Worth area, SMU seeks to enhance the intellectual, cultural, technological, ethical, and social development of a diverse student body. SMU offers undergraduate programs centered on the liberal arts and excellent graduate, professional, and continuing education programs. The SMU experience also includes accessible faculty in small classes and abundant opportunities for research experience, international study, leadership development, and service and internship opportunities beyond campus – all with the goal of preparing students to become contributing citizens and leaders for our state, nation and world.

SMU has approximately 11,000 students studying in eight degree-granting schools: Cox School of Business, Dedman College of Humanities and Sciences, Meadows School of the Arts, Bobby B. Lyle School of Engineering, Dedman School of Law, Annette Caldwell Simmons School of Education and Human Development, Perkins School of Theology and Moody School of Graduate and Advanced Studies.

Founded in 1911 by what is now The United Methodist Church, SMU is nonsectarian in its teaching and committed to academic freedom and open inquiry. SMU is governed by a Board of Trustees that includes civic, business, education, and religious leaders who represent various faiths and geographic areas and meets four times annually.

1.2 Purpose and Overview

The purpose of this Request for Proposal (RFP) is to engage a contractor to provide campus parking services. SMU is searching for companies with an interest in providing first class, responsive, professional, and non-discriminatory services for SMU faculty, staff, students and event attendees. Final companies selected will be expected to sign a preferred provider contract with SMU. This RFP is being presented with two distinct scopes of work. Contractor can submit proposals for either scope of work or combine both scopes in their proposal.

Campus Parking Enforcement includes all aspects of parking enforcement on the main SMU campus for the academic year and summer sessions. This scope of work will include day-to-day operations for the implementation of the campus' parking program. This scope of work will be managed by SMU Campus Services, Parking and ID Card Services.

Game Day Parking Support includes operations of all campus parking resources for designated athletic events. As of July 1, 2024, SMU will join the Atlantic Coast Conference (ACC). With this new conference alignment, SMU is evaluating how to offer first-class game day experiences for all participants. This scope of work will be managed by SMU Athletics.

SMU can provide a summary of campus parking spaces on request. Available parking spaces is a fluid number based on planned construction and special events. This summary is provided to assist in the preparation of this RFP proposal but should not be considered a final document.

A basic one-year term will be established with yearly options up to a maximum of five years, as determined by the Purchasing Department. One-year options will be exercised as long as service and quality remain excellent and pricing competitive.

SMU will review each proposal submitted and may select one or multiple providers that are qualified and will meet the needs of the university. SMU may also elect to continue with current contractors providing these scopes of work. SMU does not guarantee any minimum or maximum amount of business during the term of the contract.

1.3 Business Objectives

SMU is seeking a Contactor(s) who will:

- Provide high quality equipment with an excellent customer service staff
- Make recommendations concerning improvements to existing operations
- Provide business expertise that will bring additional value and added services to SMU
- Gain knowledge of SMU's operations so that operational and cost saving opportunities can be explored to the mutual benefit of both companies and demonstrates Process Efficiencies
- Reduce costs: Best practices and efficiencies to maintain the lowest possible cost at the highest possible quality of services
- Continuously Improve: Improvement in quality and consistency for the services through collaboration, innovation, and continuous improvement processes
- Solve temporary staffing issues – Contractor must be able to consistently staff all necessary positions with the highest quality personnel available

SMU's current parking maps for students, employees, visitors, and accessibility can be found at this [link](#) under the Maps drop down menu. The 2024 Football game day map is available [here](#). All Contractors submitting a proposal to this RFP should be familiar with these maps.

2.0 RFP PROPOSAL SCHEDULE

2.1 Schedule

Issue Request for Proposal	April 1, 2024
Last Day for Questions by 3:00 p.m.	April 10, 2024
Closing Date by 3:00 p.m.	April 19, 2024
Evaluation & Notice of Award	By June 1, 2024
Contract Start Date	July 1, 2024

2.2 Questions and Inquiries

All inquiries concerning the RFP should be directed to:

Harmony Mei, RFP Coordinator

SMU – Purchasing

Email: harmony@smu.edu

Phone: 214-768-6464

Questions should be submitted in writing via email. Written questions should be directly tied to the RFP and should be asked in consecutive order, following the organization of the RFP and reference the RFP section. General questions will be shared with all firms who participate in the process.

Short procedural inquiries may be accepted by phone or email by the buyer. However, oral explanations or instructions given over the telephone shall not be binding upon the University.

2.3 Operational Contacts

The primary contact for each functional area is listed below.

Campus Parking Enforcement

Brian Pierce
SMU Director of Parking and ID Card Services

Game Day Parking Support

Kris Harris
Deputy Director of Athletics/Facility & Event Operations

2.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given because contractor's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the contractor represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

2.5 Cost Liability

SMU assumes no responsibility and bears no liability for costs incurred by firms in the preparation and submittal of proposals in response to this RFP.

2.6 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by an Amendment. RFP Amendments will be emailed to participants and posted on the Purchasing web page under the Open Solicitations tab. Any amendment to this RFP shall become part of this RFP.

2.7 Proposal Acceptance/Rejection

SMU reserves the right to reject any or all proposals, to waive technicalities, to make inquiries and request additional information from all Proposers, and to award preferred provider contracts in whole or in part as deemed to be in the best interest of SMU. SMU reserves the right to negotiate with any contractor if such action is deemed to be in the best interest SMU.

3.0 RFP PROPOSAL CONTENT REQUIREMENTS

3.1 RFP Content

All companies submitting proposals should include a comprehensive response to items as specified in the RFP document and Statement of Work. Proposals are required to follow the exact order as provided in the RFP document and reference the appropriate section identification when responding to questions or providing company information.

3.2 Company Information

Provide the company's exact name, its legal nature (e.g., corporation, limited liability company, general partnership, limited partnership, etc.), the state and country in which the entity was organized.

Provide a brief history of the firm and number of years in business, demonstrate that it is financially capable of providing services to the University.

Provide the company's corporate and local addresses (if different), main phone number, web address, and person authorized to commit the company to the terms specified in the proposal.

3.3 Personnel Contact Information

Provide information on the personnel composition of the company including point of contact names, positions, responsibilities and a brief description of their experience (highlight university experience) of individuals assigned to SMU's account.

List the address and contact information of the office that will be serving this account.

List contact information for requests and assistance after normal working hours and weekends.

3.4 Scopes of Work

Scope A - Campus Parking Enforcement

There are approximately 6,500 regulated parking spaces on the SMU campus including five major parking structures. The Contractor is required to provide a Parking Services Supervisor, a Parking Services lead officer, and Parking Services Officers. The Parking Enforcement Officers and the Parking Enforcement Supervisor will report to the Director of Parking and Campus ID Services. All Parking Enforcement personnel will be required to be cognizant and enforce SMU requirements for parking policy, citations, disabled parking, parking permits, etc., which can be found at this [link](#).

Parking Service Officers (PSO)

Parking Service Officers will issue administrative parking citations for violations of SMU parking rules and regulations, municipal, ordinances of state law, provide traffic directions and assist motorists. They will assist with the collections of parking meters and pay stations and perform some routine maintenance and minor repairs to parking equipment as necessary. They will also obtain and/or provide basic assistance to stranded motorists.

*****Depending upon the requirements as laid out by the Director of Parking and Campus ID a maximum of three (3) Parking Services Officers are requested to perform this service*****

It is estimated that one (1) Parking Service Officer will work year-round and two (2) additional PSOs will be needed when classes are in session during the Fall and Spring academic semesters (August – May) for a total of three (3) PSOs being used during these times. Parking Service Officers will be scheduled to work 40 hours a week.

Specific duties include but are not limited to:

- Enforce parking regulations on the SMU campus
- Issue administrative citations to vehicles parked in violation of University parking regulations, municipal ordinances, or state law
- Assist with traffic control by directing traffic as required during normal operations and special events
- Provide traffic directions and assist motorists
- Perform routine maintenance and minor repairs to parking equipment as necessary
- Obtain and/or provide basic assistance to stranded motorists
- Possess a valid motor vehicle driver's license and be able to operate a motor vehicle
- Assist with the collections of parking meters and pay stations
- Place traffic cones, barricades, or other equipment as directed
- Prepare written incident reports as required

- Be able to interact and communicate well with members of the public
- Be aware of SMU parking policies and directives
- Perform such other related services as may be required by SMU's representative

Parking Services Lead Officer (PSL)

A Parking Services Lead Officer will be required to be provided by the contractor. The PSL performs all the duties of a PSO and assists the Parking Services Supervisor. The PSL is expected to supervise and coordinate activities of the parking enforcement officers. The PSL will be scheduled to work 40 hours a week year-round.

Specific duties include but are not limited to:

- Provide supervision of all activities of Parking Enforcement Officers and other employees to assist with parking
- Plan and direct traffic control for all special event parking during peak traffic periods
- Compile and prepare reports on activities related to parking as directed
- Ensure adequate staffing to meet varying seasonal and event driven demand
- Train Parking Service Officers
- Possess exceptional office and communications skills
- Supervise all special events parking staff which at times requires work on weekends, holidays, and/or after normal business hours
- Perform duties of PSO when needed
- Be cognizant of SMU parking policy and directives
- Perform such other related services as may be required by SMU's Representative

Parking Services Supervisor (PSS)

A Parking Services Supervisor will be required to be provided by the contractor. The PSS is expected to supervise and coordinate activities of the Parking Service Officers and Safety Escort Drivers (introduced further in scope). The PSS will be scheduled to work 40 hours a week year-round.

Specific duties of the Parking Services Supervisor include but are not limited to:

- Provide supervision of all activities of Parking Services Officers and Safety Escort Drivers as well as other employees to assist with parking and safety escort on campus
- Plans & directs traffic control for all special event parking during peak traffic periods
- Compiles and prepares reports on activities related to parking and safety escorts as directed
- Ensures adequate staffing to meet varying seasonal and event driven demand
- Train Parking Services Officers and Safety Escort Drivers as directed
- Must possess exceptional office and communication skills
- Supervises all special events parking staff which at times requires work on weekends, holidays, and/or after normal business hours
- Perform duties of PSO or Driver when needed
- Be cognizant of SMU parking policies and directives
- Perform such other related services as may be required by SMU's Representative

Materials and Equipment

SMU will provide the following materials and equipment for this scope:

- Electric patrol vehicles
- Tablet devices with loaded software for monitoring

All of required materials and equipment is the responsibility of the contractor.

Uniforms

All personnel providing services are required to wear a standard uniform, name badge, and/or other method of identification provided by the Contractor. Prior approval by SMU is required.

Method of Engagement

All communications with SMU and all SMU approvals will be through the Manager or their Authorized Representative. Official communications and approvals will be in writing. Oral approvals are non-binding.

Contractor shall provide a primary and secondary point of contact to coordinate with the SMU Manager.

Sample Work Schedule

Fall and Spring Semester (mid-August – mid-May; see this [link](#) for specific academic calendar).

Enforcement Hours: Monday through Friday from 7:00 AM to 7:00 PM

- 1 Lead
- 1 Assistant Lead
- 5 Attendants

Spring Break (mid-March) - Reduced Staff

Summer (mid-May – mid-August) - Reduced Staff

Enforcement Hours: Monday through Friday from 7:00 AM to 5:00 PM

- 1 Lead
- 1 Assistant Lead
- 2 Attendants

University Holidays – Office Closed (No Staff)

- Independence Day
- Labor Day
- Thanksgiving – 2 Days
- Christmas/Winter Break – 10 days
- MLK Day
- Good Friday
- Memorial Day

Scope B – Game Day Parking Support

On designated game days, SMU needs assistance with traffic control, participant interaction and communication with members of the public attending athletic events held on campus while working at specific parking garage/lot locations. The Contractor will be responsible for all parking/directional signage placed on campus for each event. Contractor may have the responsibility to employ off-duty, licensed peace officers for traffic control, prior to and after the event(s), for traffic management. SMU and Contractor will finalize this responsibility prior to final contract execution.

SMU reserves the right to add or subtract properties/locations during the contract term as required. Notice of such action will be given to the contractor in writing thirty (30) days in advance.

The Contractor shall perform all work in a first-class, professional manner in accordance with this contract, specifications, governing codes and instructions by SMU. Efforts by the Contractor to obtain a clear understanding of the scope of work for each assignment governed by this contract shall be requisite in contractor acceptance of this contract.

Parking Support (Cashier/Traffic Director) (PS)

- Assist with traffic control by directing traffic as required during normal operations
- Assist with the collections for pay stations and locations
- Place traffic cones, barricades or other equipment as directed
- Be aware of SMU parking policy, directives, and regulations
- Provide written and oral reports of incidents as required
- Possess a valid motor vehicle driver's license and be able to operate a motor vehicle
- Monitor and manage capacity for assigned parking garages and lots
- Perform such other related services as may be required by SMU

Parking Support Supervisor (PSS)

- Plan and direct traffic control for all special event parking during peak traffic periods
- Compile and prepare reports on activities related to parking as directed
- Train Parking Support staff
- Perform duties of the Parking Supporter when required
- Possess exceptional office and communications skills
- Supervise all special events parking staff which may require work on weekends, holidays, and usually after normal business hours
- Be cognizant of SMU parking policy, directives and regulations
- Perform such other related services as may be required by SMU

Parking Support Manager (PSM)

- Serve as the primary point of contact for game day preparation, including meeting with SMU staff prior to the event, and execution of the game day parking plan
- Hire staff that are able to interact and communicate well with members of the public
- Provide supervision of all activities of Parking Supporters and other employees to assist with parking responsibilities
- Supervise and coordinate activities of the parking oversight officers and be present on all game days
- Use data to inform staff and recommend any needed policy changes
- Be cognizant of SMU parking policy, directives and regulations
- Perform such other related services as may be required by SMU

Additional Requirements

- All staff are expected to be in average to good physical condition to perform tasks such as climbing stairs and lifting objects, physically capable of standing and walking for extended periods and capable of enduring the extreme heat and humidity in the Dallas summer and very cold in the winter while performing their duties.
- The SMU designated Manager will have final determination as to the acceptability of those candidates presented by the selected Contractor.
- The Contractor shall supply to the designated Manager a written job order, a minimum of two (2) weeks prior to the first scheduled day of the event and notify the Manager in writing of the exact number of personnel required, and hours needed, as soon as the Contractor knows such requirements. The Manager shall make reasonable effort to provide such notice to the Contractor six (6) days prior to the time for which the personnel are needed. Should the Manager provide less notice, the contractor shall

make best efforts to fill the order.

- Staffing levels and specific posts will be determined by the Manager following consultation with the Contractor. The Manager shall have the final decision as to the number of Contractor personnel required and their deployment (i.e., size and placement). Contractor shall notify the Manager at least four (4) hours prior to the event if the agreed upon personnel number will not be available.
- Assist the Manager to formulate a parking plan that maximizes profits and efficiencies.
- The contractor will be responsible for towing vehicles out of restricted lots and garages.
- Invoices will include full accounting of all resources deployed on a per event basis.
- Revenue received from parking activities will be remitted to SMU within 10 (ten) business days of the event with an accounting of amount received by location. Parking revenue will not be used to offset parking expenses/
- Contractor responsible for collecting and submitting appropriate sales tax to State of Texas.

Materials and Equipment

The selected Contractor is required to provide all materials and equipment needed to perform the work outlined in this RFP. Contractor should identify the name/manufacturer of any equipment proposed for use with this scope of work.

Uniforms

All personnel providing services are required to wear a standard uniform, name badge, and/or other method of identification provided by the Contractor. Prior approval by SMU is required.

Method of Engagement

All communications with SMU and all SMU approvals will be through the Manager or their Authorized Representative. Official communications and approvals will be in writing. Oral approvals are non-binding.

Contractor shall provide a primary and secondary point of contact to coordinate with the SMU Manager.

Sample Work Schedule

Contractor will be required to work designated home athletic events. Event scheduling is completed by the Athletics Department and Conference approximately 3-6 months prior to first game. Game times are determined approximately 1-2 weeks in advance based on television broadcasting schedules. Below is a SAMPLE schedule based on prior game days.

Football (Current Schedule for 2024 season as of 2/15/2024)

Saturday, August 31, 2024
Friday, September 6, 2024
Saturday, September 21, 2024
Saturday, September 28, 2024
Saturday, November 2, 2024
Saturday, November 16, 2024
Saturday, November 30, 2024

In addition to these dates, SMU may host other football games requiring parking support including local high school games and the First Responder's Bowl Game.

Basketball

Games will begin on or around November 1, 2024 and continue through March 2025. For the 2023-2024 season, SMU had the following home games schedule.

Monday – 1 night game
Tuesday – 4 night games
Wednesday – 3 night games
Thursday – 2 night games
Saturday games - 3 afternoon games
Sunday games - 4 afternoon games

In addition to these dates, SMU may host other basketball games requiring parking support including NIT games.

SMU reserves the right to add additional events around large-scale Olympic Sporting events (ie. Volleyball vs. Nebraska, Men’s Soccer vs. UNC, etc.).

3.6 Pricing

Provide bill rate information for each category of staffing listed. Contractor should also note in this section of their response any costs to be included in evaluating the proposal, including, but no limited to, technology, insurance, uniforms, and equipment.

Scope A - Campus Parking Enforcement

Title	Bill Rate	Bill Rate OT/Holiday
Parking Services Supervisor		
Parking Services Lead Officer		
Parking Enforcement Officer		

Scope B – Game Day Parking Support

SMU has provided below a sample game day staffing model for one football game and one basketball game to be used as a pricing exercise to evaluate the proposed pricing for this scope.

Pricing Exercise – Game Day Parking Support

Please use this exercise to provide proposed pricing for each example based on the assumptions provided.

Football Example

Assumptions

- 18 certified peace officers
- 10 monitored parking locations
- Game time of 6:00 pm

Description	Quantity	Hours	Rate	Total
Cashier				
Traffic Director				
Supervisor				
Manager				
Set Up/Take Down				
Peace Officers				
Technology				
Insurance				
Towing				
Total				

Basketball Example

Assumptions

- 6 certified peace officers
- 4 monitored parking locations
- Game time of 3:00 pm

Description	Quantity	Hours	Rate	Total
Cashier				
Traffic Director				
Supervisor				
Manager				
Set Up/Take Down				
Peace Officers				
Technology				
Insurance				
Towing				
Total				

3.7 Insurance

Submit current Certificate of Insurance detailing company's insurance coverage and coverage company will obtain insurance to meet University requirements. Review insurance requirements included in draft contract in Exhibit 1 and note any requested changes.

3.8 Accounting and Invoice Submission Requirements

- a) Describe your account management and reporting services and capabilities.
- b) INVOICE SUBMISSION REQUIREMENTS

Information to include on invoices.

Contractor is responsible to obtain this information from the appropriate SMU Contact.

- Supplier ID #
- Department requester or name of individual who placed the order
- SMU School, Division, or Area (i.e. Dedman School of Law, Enrollment Services)
- SMU Department #/Org # (a 6-digit number which identifies the department)
- Purchase Order # - Purchase orders are required on purchases \$5,000 or above.
- Purchase Order Attention Name

Submitting Invoices:

- EMAIL invoice as a PDF to invoices@smu.edu
- Email one PDF per invoice - do not batch together
- Include the information stated above on the invoice
- Invoices should not be emailed to SMU Contacts directly

3.10 Customer Service

Describe your plan and structure the level of customer service to be provided to the University.

3.11 Subcontractor and Partner Company Information (if Applicable)

List the names and addresses of subcontractors that will be utilized on this account. State what services they will provide.

3.12 References

Include a minimum of three accounts that are similar in size and scope to SMU. List only 1 SMU reference if you currently work with SMU, and 2 non-SMU references who you have worked with in the past year.

Include reference name, address, contact person, length of relationship, a brief description of trips provided, and the volume of work currently doing business with each reference provided. State volume of work in terms of annual sales and annual number of spaces managed for each reference.

4.0 PROPOSAL SUBMITTAL

For consideration, contractors must submit a comprehensive response that meets the minimum requirements included in the RFP and scope of work.

Proposals are required to follow the exact order as provided in the RFP document so that all proposals can be evaluated on an equal and timely basis. Copies of proposals must be submitted as stated below and not to any other office or department at the University.

Proposals must be received by 3:00 pm CDT on or before April 19, 2024.

Each contractor is required to submit one (1) electronic copy of their proposal in Portable Document Format (PDF) to:

Harmony Mei, RF Coordinator
Email: harmony@smu.edu
Phone: 214-768-6464

To the extent reasonably possible, the University shall keep all proposals confidential.

Proposals, modifications or withdrawals received after the date set for receipt of proposals may not be considered.

Bidders shall not contact any person within the University directly, in person, by email or by telephone, other than the assigned buyer (or other authorized person) concerning this RFP.

5.0 RFP EVALUATION COMMITTEE

Each proposal will be evaluated by the RFP Evaluation Committee comprised of SMU employees with direct experience booking and managing ground transportation. The RFP Evaluation committee will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the RFP requirements will be eliminated from further consideration. Proposals that pass the completeness and compliance review will be evaluated against the Basis of Selection outlined below. The RFP Evaluation Committee is the sole judge of the best offers and reserves the right to accept or reject any or all proposals. The contractor recognizes this by submitting a proposal.

6.0 BASIS OF SELECTION

The RFP Evaluation Committee will evaluate proposals and select firms based on a best value analysis involving the following factors:

- a) Firm's plan to meet requirements as outlined in the Scope of Work.
- b) Firm's comprehensive responses to the Business Objectives and to comply with all SMU, local, state and federal regulations.
- c) Firm's comprehensive responses to requirements as requested in the Proposal Content Requirements.
- d) Quality of the proposal, responsiveness to requirements and adequacy of information provided.
- e) Financial proposal and responses to pricing exercises.
- f) Acceptance of SMU Terms and Conditions, including insurance requirements.

g) Previous work experience and reputation

Companies submitting proposals should bear in mind the competitive nature of the proposal process and the fact that SMU will be looking for proposals that offer the best advantage to SMU and should draft their proposal accordingly.

Exhibit 1
CONTRACT
TO PROVIDE SERVICES ON AN
ANNUAL BASIS
TO
SOUTHERN METHODIST UNIVERSITY
BY
(CONTRACTOR)

This Contract to Provide Services on an "As Needed" Basis (this "Contract") is made by and between Southern Methodist University ("SMU"), a Texas nonprofit corporation, and XXXXXXX ("Contractor"), a XXXX corporation, for Contractor to provide "as needed" event management services (the "Services"), in an amount not to exceed \$XXX,XXX.00 (XXXXXXXXX Dollars and No Cents), as more particularly described in the Statement of Services attached as Exhibit B and in Contractor Directives in the form attached as Exhibit B and attachments thereto, authorized by SMU's Representative designated in Exhibit C and accepted by Contractor.

ARTICLE 1

SERVICES TO BE PROVIDED UNDER THIS CONTRACT

Services dated X attached hereto as Exhibit B. The term "Services" means the services to be provided pursuant to this Contract and each Contractor Directive, and includes all labor, materials, equipment, subcontractor services and/or miscellaneous items provided by Contractor to fulfill Contractor's obligations hereunder. Labor shall include straight-time wages, fringe benefits, workers' compensation and other insurance, applicable taxes, small tools expenses, truck allowance, overhead and profit. Contractor shall not charge SMU for overtime unless authorized by a Contractor Directive.

ARTICLE 2

TERM

The term of this Contract shall commence on [enter date], and shall end at the conclusion of business on [enter date]. SMU reserves the right to extend this Contract by written direction of the President, a Vice President or other authorized signatory identified in Exhibit C, for four additional one-year terms on the terms, including, without limitation, pricing terms, specified in this Contract.

ARTICLE 3

CONTRACT SUM AND PAYMENTS

3.1 SMU and Contractor agree that each Contractor Directive shall define the Services to be provided by Contractor. SMU's Representative, without invalidating this Contract, may order changes in the Services defined in a Contractor Directive, consisting of additions, deletions or modifications, the Contract Sum and Contract time being adjusted accordingly, provided that the Contract sum shall not exceed the amount set forth in the first paragraph of this Contract and the Contract term shall not exceed the term set forth in Article 2. Such changes in the Services shall only be authorized by subsequent written Contractor Directives signed by SMU's Representative and Contractor. Contractor releases and waives all claims for extras, changes or increases therein unless such extras, changes and increases are specifically authorized by subsequent written Contractor Directives.

3.2 Pursuant to the terms and conditions of this Contract, each Contractor Directive shall specify the method of compensation for the Services to be provided by Contractor and shall be as authorized by SMU's Representative and agreed to by Contractor. Contractor may be compensated for providing the Services based on the Time and Materials rates as defined in Exhibit B, a Guaranteed Maximum Sum, or a Total Lump Sum.

3.3 If the method of compensation is based on Time and Materials rates or a Guaranteed Maximum Sum, Contractor agrees to keep full and detailed accounts of costs and exercise such controls as may be necessary for proper financial management under this Contract. SMU shall be afforded access to Contractor's records, books, correspondence, instructions, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract for a period of three (3) years after final payment, or for such longer period as may be required by law.

3.4 Contractor shall invoice SMU upon completion of providing the Services described in each Directive. Each invoice shall reference the SMU Purchase Order Number assigned to the Directive and shall be delivered to the address set forth in Exhibit C. If the method of compensation is based on the Time and Materials rates (as defined in Exhibit A) or on the Guaranteed Maximum Sum, Contractor must attach to each invoice daily time sheets, approved by SMU's Representative, detailing employee name, date, daily start and stop times, and total hours; copies of material and/or equipment rental invoices from vendors; copies of the subcontractor invoices; detail of materials used from Contractor's inventory; detail of Contractor's equipment charges; and documentation supporting mileage charges, trip charges, and other miscellaneous charges.

3.5 Each invoice shall be due and payable by SMU thirty (30) days after satisfactory completion of Services and acceptance and approval of Services and of such invoice by SMU.

3.6 Payments by SMU for the Services shall be made only to Contractor and shall be sent to Contractor at the address designated in Exhibit C.

3.7 Contractor shall not charge SMU for overtime unless authorized by a Contractor Directive. No overtime shall be charged during a week unless SMU requires Contractor to furnish personnel in excess of a Weekly Full Schedule. Contract shall not charge SMU for items other than labor unless specifically authorized by Contractor Directive.

3.8 Contractor agrees to keep full and detailed accounts of costs and exercise such controls as may be necessary for proper financial management under this Contract. SMU shall be afforded access to Contractor's records books, correspondence, instructions, receipts, vouchers, memoranda and other data relating to this Contract for a period of three (3) years after final payment or for such longer period as may be required by law.

3.9 The total compensation for all Contractor Directives shall not exceed the amount set forth in the first paragraph of this Contract and the term of the Contract shall not extend beyond the latest date set forth in Article 2 without the written agreement of the President or a Vice President of SMU.

3.10 Contractor shall invoice SMU upon completion of providing the Services described in each Contractor Directive. Each invoice shall reference the SMU Purchase Order Number assigned to the Contractor Directive. Contractor must attach to each invoice daily time sheets, approved by SMU's Representative, detailing employee name, date, daily start and stop times, and total hours and other documentation requested by SMU. The invoice shall be delivered to SMU at the address set forth in Exhibit D.

3.11 Each invoice shall be due and payable by SMU thirty (30) days after satisfactory completion of work and acceptance and approval of Services and of such invoice by SMU. Amounts unpaid after said due date shall bear interest at a simple rate of interest per annum, with such rate to be the lesser of the maximum interest rate permitted by law or the prime rate of Bank of America, N.A. effective on the date payment is due. "Prime rate" shall be the rate of interest from time to time announced by Bank of America, N.A. as its base or general reference rate of interest, automatically fluctuating upward or downward with each announcement without notice to any other person.

3.12 payments made by SMU for the Services shall be payable only to Contractor and shall be sent to Contractor at the address designated in Exhibit D.

ARTICLE 4

CONTRACT DOCUMENTS

The following documents form a part of this Contract and are attached hereto and incorporated herein by reference (including plans, specifications and drawings, if applicable):

<u>Exhibit</u>	<u>Title</u>	<u>Pages</u>
A	Statement of Services and Time and	
		Materials Rates
Proposal		
B	Insurance Requirements	2
C	Primary Location of Business to Receive Invoices and Payments; Designated Persons to Receive Notices and Authorized to Sign	2

In the event of a conflict between (i) the provisions of this Contract and the attached Exhibits B and C and any Directive, as completed by SMU, and (ii) the provisions of Exhibit A or any other proposal or bid from Contractor, then the provisions of this Contract, the attached Exhibits B and C, and the Directive, as completed by SMU, will control.

ARTICLE 5

RESPONSIBILITIES OF CONTRACTOR

5.1 By execution of this Contract, Contractor represents that Contractor has visited the premises where Contractor is to perform the Services under this Contract and is familiar with the local conditions under which the Services are to be performed. Contractor understands and agrees that work shall be scheduled in such a manner as to not conflict with academic or administrative activities. Contractor understands and agrees that no work shall be performed pursuant to this Contract without an executed Directive, unless SMU's Representative specifies it is an EMERGENCY situation. An EMERGENCY situation is where SMU REQUIRES Contractor to mobilize within twenty-four (24) hours of notification by SMU. A Directive shall be executed within one (1) working day of the EMERGENCY. Contractor understands and agrees that all Services are to be provided in the most efficient and expedient manner feasible. Upon request from SMU, Contractor agrees to provide a written estimate of the approximate number of days to complete the Services described in the Directive.

5.2 Contractor shall be responsible to SMU for the acts and omissions of Contractor's employees, subcontractors, sub-subcontractors, suppliers, volunteers, agents and any other persons performing any part of the Services hereunder. Contractor is responsible for ensuring that all persons performing any part of the Services comply with the obligations of the Contractor set forth in this Contract.

5.3 Contractor shall not subcontract any portion of the Services to be performed under this Contract without advance written approval by SMU. Contractor shall notify SMU's Representative of the names of any subcontractors, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Services. Contractor shall not contract with any subcontractor, person or entity to which SMU has made reasonable objection. By appropriate written agreement, Contractor shall (a) require each subcontractor, person or entity, to the extent of the Services to be performed, to be bound to Contractor by terms of this Contract, and to assume toward Contractor all obligations and responsibilities which Contractor, by this Contract, assumes toward SMU; (b) allow to each subcontractor, person or entity the benefit of all rights, remedies and redress afforded to Contractor by this Contract; and (c) require each subcontractor to enter into similar agreements with sub-subcontractors. Contractor shall maintain all subcontractor agreements, purchase orders, and certificates of insurance at its offices and upon SMU's request shall provide SMU with copies of same.

5.4 Contractor shall give notices required by and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Services, including, without limitation, those bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall obtain and pay for all required permits, licenses and inspections and shall pay all governmental fees. Contractor shall be responsible for all fines, penalties and other costs resulting from Contractor's failure to meet its obligations under this Contract.

5.5 Contractor shall supervise and direct the performance of the Services, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures involved in performance of the Services, so long as such are consistent with all specifications of this Contract, and for coordination of all portions of performance of the Services under this Contract, unless otherwise specifically agreed by the parties elsewhere in this Contract.

5.6 Unless otherwise provided in this Contract, Contractor shall provide and pay for labor, materials, subcontractors, equipment, tools, machinery, transportation, and other facilities and services necessary for the proper performance of the Services hereunder, whether temporary or permanent.

5.7 (a) Contractor shall enforce strict discipline and good order among Contractor's employees and others performing any part of the Services under this Contract. Contractor shall not permit unfit persons or persons unskilled in the tasks assigned to them to perform any part of the Services hereunder. Contractor shall independently verify whether any person assigned to work on SMU property has a record of a conviction of any felony or of a misdemeanor involving alcoholic beverages, animals, assault, computers, controlled substances, criminal mischief, dishonesty, disorderly conduct, explosives, fire alarms, fraud, harassment, indecent exposure, public indecency, public lewdness, riot, stalking or theft ("Misdemeanor") under Texas law or the equivalent under the laws of another jurisdiction. Contractor shall also ensure that employment screenings are conducted on all persons who are expected to perform Services, consistent with the duties and responsibilities associated with such individuals' positions, locations of work and other factors. Contractor shall not permit any person to perform Services hereunder if Contractor deems such individual to be an unreasonable risk on the basis of the results of such screenings. In addition, Contractor shall not permit any person to perform Services on SMU property who has been convicted of any felony or Misdemeanor under Texas law, or the equivalent under the laws of another jurisdiction, without first obtaining written approval from the SMU Police Department. SMU reserves the right to refuse to grant such permission if, in its sole judgment, business necessity requires it to do so. SMU reserves the right to remove immediately from SMU's property (or to require Contractor to remove immediately) any person performing any part of the Services, should such person pose, in the reasonable judgment of SMU, an immediate threat of harm or nuisance to persons or property.

(b) To the extent required by law, all persons performing any part of the Services shall be United States citizens or nationals, lawful permanent residents, or aliens properly authorized to work in the United States.

(c) At SMU's request, Contractor shall provide appropriate documentation demonstrating compliance with the requirements of this Section 5.7.

5.8 Contractor warrants to SMU that the Services performed hereunder shall be performed in a good and workmanlike manner and that they will conform to the requirements of this Contract. If Contractor provides professional or other expertise for performance of the Services, Contractor warrants that the Services will be performed in accord with the highest appropriate professional and/or industry standard. SMU relies upon Contractor's expertise to perform the Services in a manner fit to accomplish those particular purposes stated herein and all other foreseeable purposes. If required by SMU, Contractor will furnish to SMU satisfactory evidence of the kind and quality of materials and equipment it will use to perform the Services hereunder.

5.9 Unless otherwise provided in this Contract, Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect during the term of this Contract.

5.10 Contractor shall confine the Services to areas permitted by law, ordinances, permits and this Contract, and shall not unreasonably encumber the area with materials or equipment. In addition, Contractor shall restrict all persons performing any part of the Services to such areas. Contractor must obtain authorization for parking of vehicles or equipment on SMU property from SMU's Representative. Vehicles and equipment will also conform to all parking regulations of SMU as directed by SMU's Police Department.

5.11 Contractor shall be permitted to use existing entrances and stairs and such other areas only with SMU's prior approval and subject to SMU's security arrangements. Contractor may use keys to SMU properties only with permission of SMU's Representatives. Contractor must return all keys to SMU's Representative at the end of each work day and at completion of work. If any keys are lost, Contractor will be charged to re-key that room or area. Payment will not be authorized by SMU's Representative until all keys are returned.

5.12 Contractor shall permit SMU access to observe and evaluate Contractor's performance of the Services at any time desired by SMU.

5.13 INDEMNIFICATION

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTY, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO SMU) AND HOLD HARMLESS SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS AND/OR AGENTS AND/OR THE SUCCESSORS AND/OR ASSIGNS OF ANY OF THEM (EACH, AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL LOSS, COST, EXPENSE, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS AND EXPENSES OF ANY DISPUTE RESOLUTION PROCEEDING (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS"), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATING TO CONTRACTOR'S PERFORMANCE OF THE SERVICES HEREUNDER OR OTHER ACTIVITIES OF THE CONTRACTOR, INCLUDING, BUT NOT LIMITED TO:

- (i) CONTRACTOR'S BREACH OF THIS CONTRACT;
- (ii) ANY CLAIM ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON, OR TO INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PROPERTY;
- (iii) ANY LIEN CLAIM OR NOTICE OF LIEN CLAIM ASSERTED BY ANY SUBCONTRACTOR, SUB-SUBCONTRACTOR, SUPPLIER OR EQUIPMENT PROVIDER OF ANY TIER WHO PROVIDES LABOR, MATERIALS OR EQUIPMENT TO THE PROJECT TO CARRY OUT ANY OF THE SERVICES PROVIDED IN THIS CONTRACT, TO THE EXTENT CONTRACTOR HAS BEEN PAID FOR THE SERVICES; OR
- (iv) THE ACT OR OMISSION OF CONTRACTOR, A SUBCONTRACTOR, SUB-SUBCONTRACTOR, SUPPLIER, OR ANY OTHER PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY SUCH PARTIES OR FOR WHOSE ACTS OR OMISSIONS THEY MAY BE LIABLE.

In the event that an Indemnified Party is found by final award to be negligent or at fault at whole or in part, the indemnity and hold harmless obligation of Contractor with regard to attorneys' fees and costs and expenses of any dispute resolution proceeding shall be reduced by the percentage of fault or negligence of the Indemnified Party. These obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.13.

(b) INDEMNITY - EMPLOYEE INJURY CLAIMS; INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SECTION 5.13(a) AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO SMU), AND HOLD HARMLESS EACH INDEMNIFIED PARTY FROM AND AGAINST ANY CLAIM (i) DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATING TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS' COMPENSATION INSURANCE CARRIER; AND/OR (ii) ANY CLAIM THAT ANY MATERIALS CONTRACTOR PRODUCES FOR OR USES AT SMU INFRINGE ON THE COPYRIGHT, TRADEMARK, SERVICE MARK, OR TRADE NAME OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY, OR PLAGIARIZE THE WORK OF A THIRD PARTY, IT BEING THE EXPRESSED INTENT OF SMU AND CONTRACTOR THAT THE CONTRACTOR IS TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH INDEMNIFIED PARTY EVEN TO THE EXTENT SUCH CLAIM IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF AN INDEMNIFIED PARTY.

(c) The indemnification of this Section 5.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor under

workers' compensation acts, disability benefit acts or other employee benefit acts. The obligations of Contractor under this Section 5.13 shall survive the expiration of this Contract.

5.14 (a) The consumption of alcoholic beverages and the illegal use of controlled substances shall not be permitted on SMU's property nor shall Contractor employees or any other person performing any part of the Services be under the influence of such substances while on SMU's property. Contractor will comply with SMU's Non-Smoking Policy, a copy of which can be obtained from SMU's Representative. Smoking will not be permitted at any location where either SMU or Contractor has posted a "No Smoking" sign, it being understood that Contractor has the obligation to post appropriate "No Smoking" signs as necessary for safety reasons within the spaces for which Contractor is responsible. Further, it is understood that SMU has designated all campus buildings as "No Smoking" areas, which designation must be respected unless a "Smoking Permitted" sign has been posted by SMU.

(b) To the extent permitted by law, the use or possession of dangerous weapons or facsimiles of dangerous weapons on SMU property is prohibited for all persons except for persons duly authorized by the SMU Police Department or by an accredited law enforcement office, to carry a firearm in the performance of their duty.

5.15 Without altering in any way Contractor's liability under this Contract or applicable law, Contractor agrees to comply with the "Insurance Requirements of the Contract" attached hereto as Exhibit B and incorporated herein by reference.

5.16 Contractor shall be responsible for ensuring that the performance of the Services and the completed work comply with the Americans with Disabilities Act of (42 U.S.C. Section 12101 et seq.) and with Chapter 469, Texas Government Code, Elimination of Architectural Barriers, and related federal and state regulations, as amended from time to time. If required by law or by SMU's Representative, Contractor will enter into a subcontract with a third-party Registered Accessibility Specialist (RAS) acceptable to SMU. The cost of RAS services will be billed by Contractor as a direct pass-through cost to SMU without mark-up.

5.17 Minors on Campus. Contractor agrees to comply with Texas Education Code, Section 51.976, which mandates that all persons in a position involving contact with minors enrolled in a "campus program for minors" as defined in Texas Education Code, Section 51.976, must successfully complete an approved training and examination program on sexual abuse and child molestation. Contractor agrees to provide to SMU written certification of such training of Contractor employees, volunteers or others performing any part of the Services who will have contact with minors enrolled in a campus program for minors on SMU property.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 With respect to the Services to be provided by Contractor and the administration of this Contract, SMU and Contractor shall designate a) the primary location of business to receive notices, invoices and payments; b) the parties to receive notices and communications and to act for SMU and Contractor in all respects; and, c) the parties authorized to sign agreements and changes to this Contract. Such designations are listed in the Primary Location of Business to Receive Notices, Invoices and Payments; Designated Persons to Receive Notices and Authorized to Sign, attached hereto as Exhibit C.

6.2 Any assignment of this Contract by Contractor, and more specifically assignment to a factoring company, shall be void without the express written consent of the President or a Vice President of SMU. Contractor shall not be relieved of its obligations under this Contract in the event of

an authorized assignment. It is agreed that any sale, merger, corporate reorganization, or significant change of ownership of Contractor or any substantial alteration in the nature or character of its business shall constitute a change in Contractor, and it is agreed that continuation of this Contract after such a change shall be considered to be an assignment.

6.3 It is understood and agreed that the relationship of Contractor to SMU shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant or employee of SMU; or (2) create any partnership, joint venture or other association between SMU and Contractor. Any directions or instructions by SMU in respect of the Services shall relate to the results SMU desires to obtain from the Services and shall in no way affect Contractor's independent contractor status as described herein.

6.4 (a) In the event of the breach of any of the terms of this Contract by either party, the non-breaching party may terminate this Contract if (1) the non-breaching party provides written notice to the breaching party that a breach has occurred, the nature of the breach, and the date this Contract shall terminate, which shall be no less than thirty (30) days from the date of the written notice, and (2) the breaching party fails to cure the breach within the thirty (30) day period. In no event shall SMU be liable to Contractor for damages for delay.

(b) If a party files a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law, or admits that it cannot meet its financial obligations as they become due; or if a receiver or trustee is appointed for all or substantially all of the assets of the party; or if a party makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors that shall be considered a breach of this Contract and the non-breaching party may terminate this Contract immediately.

6.5 Contractor represents and warrants that no trustee, officer, employee, student or agent of SMU has been or will be employed, retained, or paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from Contractor or any of Contractor's directors, officers, employees, or agents in connection with the obtaining, arranging, or negotiation of this Contract. Contractor agrees that the consideration to be paid by SMU under this Contract represents fair and reasonable consideration relative to the value of services to be provided by Contractor to SMU.

6.6 In its performance of this Contract, Contractor warrants that it will not discriminate against any person on the basis of race, color, religion, national origin, sex, age, disability, genetic information or veteran status. Contractor will also not discriminate against any person on the basis of sexual orientation or gender identity and expression. Contractor affirms that it is an equal opportunity and affirmative action employer and that it will comply with all applicable federal, state and local laws and regulations. The parties hereby incorporate the equal employment opportunity and affirmative action requirements, if applicable, of 41 C.F.R. 60-1.4(a) and 29 C.F.R. Part 471, Appendix A to Subpart A. Contractor and all subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

6.7 No waiver of any breach of any provision of this Contract shall operate as a waiver of any other or subsequent breach thereof or of the provision itself, or of any other provision. No provision of this Contract shall be deemed to have been waived unless such waiver is in writing and is signed by the party waiving the same.

6.8 Contractor shall not disclose the terms of this Contract without the express written consent of the President or a Vice President of SMU, unless such disclosure is required by law or court order.

6.9 Nothing contained herein allows Contractor to use the name "SMU" or "Southern Methodist University", or any of its logos or images, except for the purposes set forth in this Contract, unless prior written permission of SMU's President or Vice President for Development and External Affairs or their respective designees is obtained. Contractor shall take no action that states or implies or allows another to infer that SMU has approved or endorsed Contractor's products or services.

6.10 Contractor shall not report or release information concerning SMU or its trustees, officers, employees, students, volunteers, donors, guests, tenants, agents or alumni or others affiliated with SMU to third parties without SMU's prior written approval. Without limiting the foregoing, any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach Bliley Act (15 U.S.C. §6801 et seq.; 16 CFR §314 et seq.) and all other applicable laws regarding privacy or protection of personally identifiable information.

6.11 This Contract shall be governed by and construed under the laws of the State of Texas. Each party to this Contract hereby irrevocably submits to the exclusive jurisdiction of the federal or state courts in Dallas County, Texas, and consents to venue in Dallas County, Texas, for any action arising out of this Contract.

6.12 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations or any additional insured requirements under this Contract, such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision of this Contract be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, section and/or Contract shall not be affected thereby and shall remain valid and fully enforceable.

6.13 This Contract, including its exhibits (as set forth specifically in this Contract), and each Directive constitutes the entire agreement of the parties and supersedes any previous oral or written agreements regarding the subject of this Contract. Article and section headings are inserted for convenience of reference only and shall in no way alter, modify, or define, or be used in construing the text of such articles or sections. Terms and conditions submitted by Contractor with a proposal, a Directive, an invoice or otherwise are not incorporated in this Contract. This Contract shall not be modified or altered, including without limitation, making changes to the scope or cost of the work, except by mutual agreement, confirmed in writing and signed by the parties, with the signature on behalf of SMU being that of the President, a Vice President or the Director of Purchasing.

6.14 The obligations contained in Sections 5.2, 5.4, 5.8, 5.13, 5.15, 5.16, [5.17, 5.18,], 6.1, 6.2, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13 and 6.14 of this Contract shall survive the expiration, completion, abandonment and/or termination of the Contract and final completion of the Services.

6.15 Either party may terminate this Contract for convenience upon ninety (90) days' written notice to the other party. Each party shall remain responsible for all obligations accruing prior to the termination date.

This Contract is hereby executed and effective on the date on which it is signed and initialed by the last of those required to sign and initial this Contract. This Contract may be executed in multiple counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument

SOUTHERN METHODIST UNIVERSITY

BY: _____

DATE: _____

CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT B
Southern Methodist University
Office of Risk Management
Insurance Requirements of the Agreement
(Third Party Doing Business with SMU) as of 2/15/22

A valid Certificate of Insurance, along with copies of policy provisions and the required endorsements, must be provided to SMU's Office of Risk Management by any person or entity who is (i) providing goods or services to or for SMU, (ii) using SMU property for events, programs or other purposes or (iii) otherwise doing business with SMU (each a "Contractor"). Insurance must be in place prior to commencement or provision of goods or services or the use of property or other business engagement and must be maintained throughout the term of the contract or other agreement or engagement between SMU and the Contractor (the "Contract"), and thereafter. Contractor, at its sole cost and expense including payment of any premiums, deductibles, and/or self-insured retentions, will provide the insurance required pursuant to this **Exhibit A** sufficient to insure all of the Contractor's duties and responsibilities under the Contract, as required below:

1. These requirements apply to Contractor, and to Contractor's sub-subcontractors, consultants, suppliers and others fulfilling Contractor's obligations under the Contract, whether individuals or entities and including international providers (collectively, "Subcontractors"). Contractor must require all Subcontractors to comply with the insurance requirements applicable to Contractor.
2. The Contractor must be licensed or otherwise authorized to do business in the State of Texas.
3. Insurance must be issued by insurance companies with not less than an AM Best A-III rating.
4. Contractor and its insurers must waive subrogation against SMU, its trustees, officers, employees, students, volunteers and agents for claims or any other loss arising out of Contractor's negligence, willful misconduct, or omission.
5. Contractor will provide coverage for broad-form indemnification if such indemnification is required by the Contract.
6. Contractor will maintain all insurance required by this **Exhibit A** throughout the term of the Contract. For any "claims-made" coverage, such as insurance for any professional liability or directors and officers coverage, each policy must have a retroactive date prior to the date of project or Contract commencement which must be stated on the certificate of insurance and must be maintained by the Contractor until completion of the project and for at least three years thereafter either through policies in force or through "tail coverage."
7. Additional insured status will be written as noted for commercial general liability, automobile liability and excess liability or as noted on the P.2 of this form using ISO additional insured endorsements for ongoing and completed operations. For purposes of this additional insured requirement, "equivalent coverage" means coverage for liability caused by Contractor's actions and omissions in connection with the Contract, including coverage for the negligence or fault of Contractor and/or SMU or other parties indemnified under the Contract as to third-party bodily injury or death, of an employee or agent of the Contractor or of Subcontractors, including products-completed operations.
8. If any of Contractor's employees will at any time be working under the direction or control of SMU, then SMU must be named as alternate employer on the Workers' Compensation/Employer's Liability insurance and a copy of such endorsement will be attached to Contractor's certificate of insurance.
9. Contractor agrees to allow SMU to review all applicable insurance policies upon request.
10. Contractor is responsible for maintaining its own insurance coverage on its personal property. Contractor and its insurer will provide at least 30 days' prior written notice to SMU of cancellation, changes in coverage which no longer satisfy these requirements, or nonrenewal of any policy.

The Certificate of Insurance must be completed using the following Description and Certificate Holder language, and will be acceptable to SMU:

1. **DESCRIPTION:** SMU must be included as additional insured unless noted otherwise on the attached form and must include the following language:

Southern Methodist University, its trustees, officers, employees, students, volunteers and agents are included as additional insureds (as the interest of each insured may appear) as to all insurance coverage required.

2. **CERTIFICATE HOLDER:** listed as follows and address to send Certificate of Insurance to:

*Southern Methodist University
Office of Risk Management
P.O. Box 750231
Dallas, Texas 75275-0231 [by courier: 3050 Dyer Ct., Dallas, TX 75205]
riskmanagement@smu.edu*

3. **CONTACT FOR QUESTIONS:** Associate Director, Risk Operations
Your prompt attention in this matter is greatly appreciated. If you have any questions, **please contact (214) 768-2486 or riskmanagement@smu.edu; Fax: (214) 768-4138**

SOUTHERN METHODIST UNIVERSITY
Standard Minimum Limits of Liability and Certificate of Insurance Requirements

The following Standard Limits are the minimum requirements for all Contractors. There are specific requirements that supersede the Standard Minimum Limits for Contractors providing high-risk services or for other high-risk projects and events. Please consult with the Office of Risk Management.

All Coverages and Minimum Limits of Liability listed below are required.

Line of Coverage	Description of Coverage and minimum Limits of Liability	SMU Included as Additional Insured Required
General Liability CG 00 01	Premises Liability \$1,000,000 per occurrence Personal Injury \$1,000,000 Products Liability \$1,000,000 Medical Payments \$10,000 Sexual Molestation/Assault \$50,000 General Aggregate \$2,000,000	Yes
Automobile Liability CG 00 01 CA 00 05, ..12, ..20	Combined Single Limit \$1,000,000 (any auto)	Yes
Workers' Compensation	Injury/Illness Statutorily required limits Employer's Liability \$1,000,000	N/A
Other coverages that may be required based on the goods, services, or activities of the Contractor		
Excess Liability (GL)	Over General Liability, auto, employer's liability (WC) \$5,000,000	Yes
Director's & Officer's Liability	Wrongful Acts \$1,000,000 per occurrence Errors & Omissions	Yes
Professional Liability	Architects & Engineers \$1,000,000 per claim/occurrence Lawyer's Malpractice \$1,000,000 per claim/ occurrence Medical Malpractice \$1,000,000 per claim/occurrence Technology Errors & Omissions \$1,000,000 per claim/occurrence Media Errors & Omissions \$1,000,000 per claim/occurrence Research Liability \$1,000,000 per claim/occurrence	Yes
Cyber Liability	Breach, Privacy, Virus, Security \$1,000,000 per claim/occurrence \$2,000,000 aggregate	Yes
Crime/Fidelity	Embezzlement, Fraud, Theft \$1,000,000 per occurrence \$2,000,000 aggregate	Yes
Pollution Liability	Hazardous Transfer, Storage, \$1,000,000 per occurrence Disposal, Spills \$2,000,000 aggregate	Yes
Accident insurance (to be purchased from SMU)	For events, camp and conference attendees or as otherwise required by SMU	Yes
Tenant and Users Liability Insurance Policy (TULIP)	For events and catering or as otherwise required by SMU	Yes
Automobile Liability	Chartered Bus \$5,000,000	Yes
Charter Aircraft	Single Limit Aircraft Liability \$50,000,000 If large aircraft (more than 20 seats) \$3,000,000 per seat All Risks Aircraft Physical Damage Value of aircraft	Yes
Others as listed:		Yes

**PRIMARY LOCATION OF BUSINESS
TO RECEIVE NOTICES, INVOICES AND PAYMENTS**

**DESIGNATED PERSONS
TO RECEIVE NOTICES AND AUTHORIZED TO SIGN**

PRIMARY LOCATION OF BUSINESS TO RECEIVE NOTICES:

Any notice required or permitted to be delivered must be in writing and may be given by certified or registered mail, facsimile, hand delivery or by overnight courier and shall be deemed to be received (a) if given by certified or registered mail, three days after deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or, (b) if given by facsimile or hand delivery, when such notice is received by the party to whom it is addressed or, if given by an overnight courier or delivery service when deposited with such courier.

The following are the designated Primary Locations of Business to Receive Notices:

For Contractor:

For SMU:

Southern Methodist University

Shannon S. Brown, Director of Purchasing
6116 North Central Expressway
Expressway Tower, Suite 205H
Dallas, TX 75206
Telephone: (214) 768-4909
Fax: (214) 768-4299

With a copy to:

Vice President for Legal Affairs and Government Relations
Southern Methodist University
P.O. Box 750132
Dallas, TX 75275-0132
Fax: (214) 768-1281

PRIMARY LOCATION OF BUSINESS TO RECEIVE INVOICES AND PAYMENTS:

Invoices shall be sent to SMU by United States mail, postage prepaid, to the following location:

Southern Methodist University

Telephone:

Payments shall be sent to Contractor by United States mail, postage prepaid, to the following location:

DESIGNATED PERSONS TO RECEIVE NOTICES AND COMMUNICATIONS:

The parties hereby designate and appoint the following persons, whose addresses are designated above, as their representatives respectively, to receive all notices and communications and, to the extent of their obligations, to act for them in all respects.

For Contractor:

SMU's Representatives: Shannon S. Brown, Director of Purchasing

(See "Designated Persons Authorized to Sign", below, for authority to bind the University to expend funds)

Contractor shall not take direction from persons in academic, administrative or operating units of SMU not specifically named herein. It is agreed, if Contractor takes direction from persons not named herein and proceeds to perform additional services, modifies established programming or changes the scope of basic services, SMU shall not reimburse Contractor for any such expenses, shall not extend the schedule of performance of Services, and shall not compensate Contractor for any services or expenses to bring the Services into compliance with the Contract.

DESIGNATED PERSONS AUTHORIZED TO SIGN:

Unless specifically stated otherwise in the Contract, the following are the designated persons authorized to sign written authorizations or agreements, including but not limited to Change Orders and Directives required by the Contract:

For Contractor:

For SMU:

Directives:

Authorizations, Contracts, Change Orders:

Shannon S. Brown, Director of Purchasing, or
Chris Regis, Vice President for Business and Finance, or
Dr. R. Gerald Turner, President

Should it become necessary to change the Primary Location of Business to Receive Notices and Payments or the Designated Persons to Receive Notices and Authorized to Sign, any party may do so by giving written notice to the other representatives as provided in the above within seven (7) days of such change.