



**Purchasing Department**

P.O. Box 750416  
Dallas, Texas 75275

**REQUEST FOR PROPOSAL**

***RFP Number: SMU – SB4.2022***  
***Security Guard Services***

***All Bids in Response to this RFP are Due Before:***

***Friday, October 7, 2022***

# 1.0 GENERAL OVERVIEW

## 1.1 Background

As a private, comprehensive 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 seven 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, and Perkins School of Theology.

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's 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

The purpose of this **Request for Proposal (RFP)** is to solicit proposals from qualified Security Contractors that can provide a range of security services in order to consolidate various security needs across the Southern Methodist University Campus. Security services that SMU is seeking include:

- Safety escort drivers
- Security guard services for certain locations
  - SMU Expressway Tower (Approx. 93 hours a week)
  - SMU Fondren Library (Approx. 62 hours a week during fall and spring semesters)
  - SMU Hamon Arts Library (Approx. 29 hours a week during fall and spring semesters)
  - SMU Bridwell Library (Approx. 20 hours a week during fall and spring semesters)

The Contractor(s) selected by SMU will have significant expertise in the areas necessary to meet the needs and requirements set forth in this RFP, including, without limitation, the ability to provide innovative solutions and introduce SMU to opportunities. Critical criteria in SMU's evaluation process will include the Contractor's knowledge and experience in providing security services for higher education entities, its size and ability to consistently staff the necessary positions, its proposed pricing and markups, and its strict abidance of all local, State, and Federal Laws pertaining to such entities. Through this RFP process, SMU desires to enhance service efficiency and minimize costs and risk, while at the same time providing the Contractor with the incentive to successfully perform based upon pricing, the operational parameters set forth herein, the negotiations between the parties and a formal written agreement documenting the parties' relationship.

### 1.3 Business Objectives

SMU is seeking a Contactor(s) who will:

- Make recommendations concerning aspects of the business within their sphere of its expertise and help SMU stay up-to-date in regard to changes in security services
- Provide technical expertise taking into account SMU's unique higher educational needs
- 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 – Delivery of security staff and services in the most efficient manner
- 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

## 2.0 RFP SCHEDULE INFORMATION

### 2.1 Schedule

Issue Request for Proposal	Monday, September 19, 2022
Last Day for Questions by 5:00 p.m.	Monday, September 26, 2022
Questions Answered	Thursday, September 29, 2022
Closing Date by 3:00 p.m.	Friday, October 7, 2022
Evaluation & Notice	Week of October 17, 2022

### 2.2 Questions and Inquiries

All inquiries concerning the RFP should be directed to:

**Brian Cook, RFP Coordinator**

**Email: [brianc@smu.edu](mailto:brianc@smu.edu) Phone: 214-768-0099**

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 reference the RFP section. General questions will be shared with all those firms participating in the process. Short procedural inquiries may be accepted by telephone or email by the buyer, however, oral explanations or instructions given over the telephone shall not be binding upon SMU.

### 2.3 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.

## **2.4 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.

## **2.5 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. Any RFP Amendment will be emailed to all participants. Any amendment to this RFP shall become part of this RFP.

## **2.6 Proposal Acceptance/Rejection**

SMU reserves the right to reject any or all proposals, to accept or reject any or all the items in the proposal and to award the Preferred Agreement in whole or in part as deemed to be in the best interest of SMU. SMU reserves the right to negotiate with any vendor if such action is deemed to be in the best interest SMU.

# **3.0 SCOPE OF WORK**

The following is an outline of the requirements for services to meet the needs of SMU.

## **3.1 Method of Engagement**

The primary contact for each functional area is listed below.

### **Safety Escorts**

Mark Rhodes  
SMU Director of Parking and ID Card Services

### **SMU Libraries Security Guard Services**

Elizabeth Killingsworth  
Associate Dean of Academic Initiatives and Director of Fondren Library

### **Expressway Tower Security Guards**

Ashlea Palladino  
Office of Facilities Planning and Management

## **3.2 Safety Escort Services**

SMU Safety Escort, formally known as TAPRIDE, is a campus security escort service which offers free rides throughout campus Monday – Sunday from 7:00 P.M. – 3:00 A.M. The program operates only when classes are in session during the Fall and Spring semesters (August – May) it does not operate during the summer. The required number of Drivers necessary to maintain a minimum of four (4) drivers during each shift is requested to perform this service. Students and faculty utilize the TAPRIDE application to submit ride requests. The uniform for Safety Escort Drivers will be khaki pants and an SMU polo.

### **3.2.1 Safety Escort Driver**

Safety Escort Drivers will operate six (6) passenger golf carts (provided by SMU) on sidewalks and University owned streets to transport passengers between destinations on the main SMU campus. Drivers will also assist stranded motorists, place/release vehicle immobilization devices, and place traffic cones/barricades or other equipment as directed. Drivers will also assist with traffic control and direction when directed. Contractor will be required to have enough Drivers necessary to maintain a minimum of four (4) drivers during each shift.

### **3.2.2 Lead Driver**

The Safety Escort Lead Driver will perform all the duties of a Driver and supervise other Drivers. The Lead Driver will schedule Drivers work and ensure adequate staffing levels are maintained. The Lead Driver will be the primary contact for requests from campus community for Safety Escorts and will coordinate the Drivers response to these requests. The Lead Driver will supervise the work of Drivers under the direction of the Parking Services Supervisor. One Lead Driver is requested to perform this service.

## **3.3 SMU Libraries Security Guard Services**

The contractor will also be required to provide security guard services to three library locations on the SMU campus – Fondren Library, the Hamon Arts Library, and Bridwell Library - and for occasional library events at any library location. Library security guard services will only be required during the Fall and Spring academic semesters. There will be NO library security guard services during the SMU summer and winter breaks. For Fondren Library, additional security guard hours will be required during the last 2-3 weeks of the fall and spring semesters during finals when Fondren Library is open 24 hours a day, seven days a week. Also, in an emergency, the contractor will provide a guard as needed within a two-hour timeframe of SMU Libraries' request.

Library security guard duties include but are not limited to:

- Help ensure a safe environment for library patrons
- Read and understand the contents of the SMU Libraries Security Guard Manual
- Contact SMU Police and/or Facilities for emergency situations
- Check email at the beginning of each shift
- Walk and check the library building every hour and a half
- Ensure all exterior doors are locked when the library is closed or when the building is only accessible via card swipe using SMU ID cards
- Document after every check of the building, which should occur every hour and a half, any discrepancies found. Guard will submit a complete report at the end of each shift.
- Ensure only current SMU faculty, staff and students are in the libraries after public hours are over by checking SMU ID cards.
- Ensure the building is empty upon closing by walking the entire library and escorting out any occupants.
- Monitor the elevators, report any malfunctions of the elevators, and place out of order signs on elevators or other broken equipment as needed.
- Immediately contact SMU Facilities if any emergency repairs needed, such as water leaks, elevator malfunctions, malfunctioning door locks, or card swipe issues for building security.

- Immediately contact SMU Police Department if any security or emergency issues occur
- Guard will be trained in emergency procedures and will assist staff in evacuating the building in emergencies. Guards will monitor emergency status using an assigned radio and through SMU Alerts
- SMU Libraries may request security guard hours for library events to provide building security, security of exhibit materials during library events, or to escort guests from parking locations to the event using a golf cart. Guards for library events ensure only attendees enter the building or may be required to monitor areas with events or library exhibits.

### **3.3.1 Hamon Arts Library (Part of the Owen Arts Center Complex)**

The Hamon Arts Library's circulating and reference collections contain more than 180,000 items relating to the visual and performing arts, and is located within the Owen Arts Center building. From 2022-2024, the Business Library personnel and services are located within the Hamon Arts Library, which will increase foot traffic within this library. The selected Contractor is required to provide an evening and weekend security guard for the Hamon Arts Library for the following hours:

- Monday – Thursday: 6:00 P.M. – 10:00 P.M.
- Friday: NONE
- Saturday: 12:00 P.M. – 5:00 P.M.
- Sunday: 2:00 P.M. – 10:00 P.M.

\*\*\*Total projected hours per week is 29 hours for this location\*\*\*

### **3.3.2 Fondren Library**

Fondren Library is the main library of the SMU Libraries system. The selected Contractor is required to provide two security guards for Fondren Library for the following hours:

#### **Guard 1**

- Sunday: 6:00 P.M. – 12:00 A.M.
- Monday - Thursday: 9:00 P.M. – 3:00 A.M.
- Friday: None
- Saturday: None

#### **Guard 2**

- Sunday: 12:00 A.M. (Midnight) – 8:00 A.M. (Mon.)
- Tuesday – Friday: 2:00 A.M. – 8:00 A.M
- Saturday: None

\*\*\*Total projected hours per week is 62 hours for this location\*\*\*

### **3.3.3 Bridwell Library**

Bridwell Library is the library for the Perkins School of Theology. The selected contractor is required to provide evening and weekend security for the following hours:

- Monday – Thursday 5:00 P.M. – 10:00 P.M.
- Saturday: 12:00 P.M. – 5:00 P.M.

\*\*\*The weekend hours may need to be adjusted due to staffing needs. They are an approximation.\*\*\*

\*\*\*Total projected hours per week is 21 hours for this location\*\*\*

### **3.4 Expressway Tower Security Guard Services**

Expressway Tower is a property owned by Southern Methodist University located at 6116 North Central Expressway on SMU's East Campus. The tower is home to many SMU administration offices, some academic classrooms and offices, and numerous other tenants and businesses. The uniform for security guards at Expressway Tower shall make it clearly show that the individual is an official security guard and include a name tag to be worn at all times. The Contractor is required to provide security guard services to Expressway tower for the following hours:

#### Day Security Guard 1

- Monday – Sunday: 7:30 AM – 3:30 PM

#### Day Security Guard 2

- Monday – Friday: 7:30 AM – 3:30 PM

#### Evening Security Guard

- Monday – Friday: 3:30 PM – 11:30 PM

\*\*\*Expressway Tower is Closed on all Federal Holidays\*\*\*

\*\*\*Total estimated hours per week are one hundred fifty-two (152) for this location\*\*\*

#### Tower Security Guard Responsibilities include but are not limited to:

- Patrol Expressway Tower, Expressway Tower parking lot, and Expressway Tower underground parking; verify permits/access, and issue tickets when applicable
- Monitor and log building access and egress
- Control access to service and mechanical areas
- Issue keys to janitors
- Observe for safety and maintenance hazards
- Enforce general security policies
- Communicate security and maintenance concerns to management
- Report suspicious activity to SMU staff and/or the police via two-way radio (provided by SMU)
  - o The Contractor will be required to provide one cellular telephone to be rotated to on duty officer (active guard must have a working cellphone to be used for work while on duty)
- Escort Expressway Tower tenants, students, visitors, etc. to their vehicles if requested
- Show prospective tenants around Expressway Tower if SMU staff is busy

### **3.5 Training and Certifications**

The Contractor is responsible to provide training and orientation to all employees providing services to SMU under this Agreement. Such training shall follow the standard Contractor

Policies and Procedures manual in effect during the term of this Agreement, shall be consistent with the levels generally provided within the security services industry, shall be in compliance with State of Texas and Federal requirements, and shall conform to all other standards or requirements presented within this scope. SMU management reserves the right to request documentation of such training or require additional training as needed for security personnel at any time.

The selected Contractor must meet the minimum requirements of the law for private security professionals and companies in Texas. All security personnel hired by the Contractor to work at SMU must be - at minimum - licensed, non-commissioned (unarmed) security officers in Texas. This means that they must comply with all requirements, complete all necessary training, and successfully be issued a Texas State Security Guard License that is valid before starting an assignment for SMU. In Addition, all licenses must not be expired and the Contractor must be able to provide proof of valid licenses at any time if asked to do so by SMU.

In addition, at least 24 hours of training specific to the property regarding its operation and policies and procedures shall be provided before any officer works a shift alone. All training costs and documentation are the responsibility of the Contractor. On-site training hours at SMU must be billed to SMU separately and clearly stated that they are for "training hours." Training hours on-site at SMU will be charged at the normal hourly rate for that position.

### **Cross Training**

It is imperative that there is continuous coverage for all scheduled security guard shifts at Expressway tower and SMU Fondren and Hamon Libraries. Also, SMU would like to encourage some continuity in the personnel staffing the special event parking at Park Cities Plaza so that it is not completely new, unfamiliar personnel that are staffed there each time officers are needed. In the past, there have been issues using officers from other locations on campus and backup officers from the security contractor to fill in for missed shifts at the tower and libraries because the backup officers are not trained at these locations. SMU is seeking training solutions to help solve this issue with a future single contractor. One solution proposed by SMU is to cross train security guards (Tower and Libraries) and special event parking staff so that they can fill in for each other when needed and have a basic understanding of the facilities and responsibilities at each location. This would also be beneficial when the libraries require extra staff during busy periods such as finals.

### **3.6 Uniforms and Equipment**

All security personnel positions listed within this scope are for UNARMED security personnel. Contractor must provide all necessary uniforms and equipment for each of the security personnel positions listed above unless otherwise stated. Standard uniforms issued shall be in accordance with stated requirements within this scope, equivalent to industry standards if not specifically stated, and sufficient to prevent excessive wear and soiling. The Contractor shall have spare uniforms available for use by the officers when the need for replacement is required. The cost of any uniform cleaning shall be the responsibility of the Security Officer and compensation for this included in the pay rate from the Contractor.

### **3.7 Additional Requirements of Contractor and Security Personnel**

Additional Requirements of selected Security Contractor and all security personnel include but are not limited to:

- Contractor is responsible to have security personnel present for all scheduled hours and is solely responsible to find replacements or use back-ups for any situations arising such as sick days, no-shows, scheduling conflicts, or any other reason a Contractor's employee misses an assigned shift.
- Contractor must have adequate, experienced management in place locally, which will be responsible for overseeing the project
- To allow response to any problems, Contractor management should be available on a 24-hour basis, and should have a system in place for quality control for on-site service and regular communication with SMU Management
- All security personnel must be properly licensed, possess a high school diploma or equivalent, and speak, read, and write English at the high school graduate level
- Before assigning any individual, Contractor shall certify that a comprehensive background investigation, which includes criminal records check, verification of prior employment, drug test by an independent laboratory and a check of character references, has been completed on each officer/driver.
- All security personnel assigned by the Contractor will be subject to approval of management. Any found unacceptable for any reason shall be replaced within 24 hours of a removal request
- If for any reason, Contractor wishes to remove any employee from a site, Contractor must first advise appropriate SMU management of such request and provide a suitable employee as a replacement – such employees shall be at the approval of SMU management and shall be fully trained at the site prior to beginning work
  - Any existing officer requested to be retained (by SMU or the Contractor) at the site at the beginning of this contract shall be required to participate in the above screening prior to becoming an employee of the selected Contractor
  - SMU reserves the right to request that security personnel be retained at the beginning of this contract granted they meet the requirements of the selected Contractor and follow the procedures above
- All security personnel 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 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
- All security personnel shall be United States citizens or nationals, lawful permanent residents, or aliens properly authorized to work in the United States
- All security personnel shall be neat, clean, and well groomed
- All security personnel must obtain authorization for parking of vehicles or equipment on SMU property from SMU Management and conform to all parking regulations of SMU.
- Contractor should be able to quickly provide additional security personnel if needed and requested by the University in the event of an emergency or other crisis on the SMU campus

### **3.8 Wages and Benefits**

The Contractor is responsible to provide SMU a pay table for every position under each section of the scope of work listed within this RFP. The Contractor is responsible for providing documented work hours and invoice SMU based on fixed labor rates. Invoice specifics and the processes to accurately charge them to each SMU business unit will be discussed and arranged during the RFP selection and contract process after a Contractor has been selected. A minimum of Four (4) labor rates must be presented by the Contractor in their proposal for each position: Wage Rate, Bill Rate, Overtime/Holiday Rate, OT/H Bill Rate. Labor includes all straight-time wages, fringe benefits, workers' compensation and other insurance, applicable taxes, small tools expenses, overhead, and profit. No other costs other than the flat billed rate shall be passed

along or charged to SMU unless otherwise stated within this scope. OT rates may only be charge with prior approval from SMU Management and Holiday rates will only be applicable to Federal Holidays subject to approval by the University. Payment will only be made to the Contractor.

Contractor must also provide detail of the benefit package offered to each level of employee, including, but not limited to major medical and life insurance, paid vacation and sick leave, and retirement contributions.

## **4.0 Proposal Content Requirements**

Proposals should include comprehensive responses to the following and address items as specified in the 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.

Proposals must also include an attachment of the Contractor's insurance coverage to ensure it meets or exceeds the Insurance Requirements as defined in Exhibit A at the end of this document.

### **4.1 Contractor Overview**

#### **4.1.1 General Company Information**

List the company name, 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. Provide a brief history of the firm, number of years in business, and list any acquisitions or mergers.

#### **4.1.2 Contact Information**

Provide information on the composition of the firm including those individuals assigned to work with the University. List the names, positions, responsibilities and a brief description of their experience (highlight university experience) for each of your personnel that will be assigned to SMU's account. List the address and contact information of the office that will be serving this account. List contact information for after 5:00 PM hours.

#### **4.1.3 Services Offered**

Provide a brief overview of your company including the spectrum of services you currently provide, what business segments you currently service, and any unique characteristics that give you a complete edge over the competing firms within the security services industry.

### **4.2 Personnel**

- a) Describe in detail your recruiting and hiring practices for personnel to be staffed at SMU.
- b) Attach a job description that will be used to hire personnel to be staffed at SMU

- c) What is the company turn-over rate for personnel placed across all locations the company serves?
- d) How many total active personnel do you currently have on your payroll? What percentage of these are specifically stationed security guards? What percentage of these are located at educational facilities?
- e) What are your policies and plan for having backup personnel in order to ensure continuous coverage for locations in the event a guard is sick, on vacation, no-show, or other reason for them to miss a shift? Detail your plan and capacity to provide this service to SMU and the procedures for SMU to notify or request these personnel when needed. This is an opportunity for the Contractor to be innovative and leverage the unique situation or servicing multiple business units across the SMU campus.
- f) Provide your policies on personnel reporting during bad weather events.
- g) Describe in detail the uniform, equipment, and supplies you will provide to personnel placed onsite at SMU.

### **4.3 Training and Certifications**

- a) Describe in detail your training policies for every employee to be placed on a customer's site. Include all training and certification programs that are required, offered, encouraged, and/or optional for your employees and provide the controls and procedures that ensure strict adherence to these policies.
- b) Are you a SAFETY Act designated company? List and attach copies of all Certifications and Licenses your company holds highlighting those that help you better serve campuses and higher education entities
- c) Detail how you plan to train backup security personnel for all positions to ensure temporary, backup officers have a working knowledge of the locations and positions they are filling in for when needed

### **4.4 References**

The proposal must 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 along with the order volume (total # of jobs and total dollar volume) that each company or department places with you. The list must include each reference's name, address, contact person, length of relationship, a description of the services provided, and the volume of work currently doing business with each reference given. Volume of work should be stated in annual sales and annual number of jobs produced for that reference.

### **4.5 Pricing**

#### **4.5.1 Safety Escort**

- a) Complete the proposed labor rate chart for Safety Escort Drivers and detail any other factors related to pricing for these drivers.

<b>Title</b>	<b>Pay Rate</b>	<b>Bill Rate</b>	<b>OT/H Rate</b>	<b>OT/H Bill Rate</b>
Lead Driver (1)				
Driver				

- b) Describe in detail your organizational plan to consistently staff and provide Safety Escort Drivers to meet the requirements presented in the scope of work including your plan and capacity for back up drivers to be available if needed.
- c) Safety Escort Drivers will potentially will interact with SMU students and faculty late at night and/or on a one-on-one basis. Because of this, it is very important that the Contractor has rigorous hiring practices to ensure the highest level quality employees are placed onsite at SMU, well documented incident reporting procedures, and strict guidelines on what classifies misconduct and what the ensuring disciplinary procedures are. Detail the Contractor's plan and ability to provide these guarantees and meet these requirements.
- d) Provide any other information you would like us to know for why your firm is the best choice for providing Safety Escort Drivers for SMU
- e) Provide detail on benefit package provided to employees in this category
- f) Provide detail on benefit package provided to employees in this category

**4.5.2 SMU Libraries Security Guards**

- a) Complete the proposed labor rate chart for Library Security guards and detail any other factors related to pricing for these guards.

<b>Title</b>	<b>Pay Rate</b>	<b>Bill Rate</b>	<b>OT/H Rate</b>	<b>OT/H Bill Rate</b>
Security Guard				

- b) Describe in detail your organizational plan to provide continuous security coverage to SMU Hamons and Fondren Library for the hours specified in the scope.
- c) Detail your plan and ability to provide additional security guard staff as needed during the busy times of the year such as spring and fall finals
- d) Describe how you plan to monitor and perform quality control on Library Security Guards to ensure the highest level of quality and performance
- e) Provide any other information you would like us to know for why your firm is the best choice for providing security guards services to SMU Hamon and Fondren Library
- f) Provide detail on benefit package provided to employees in this category

### 4.5.3 Expressway Tower Security Guards

- a) Complete the proposed labor rate chart for Expressway Tower Security guards and detail any other factors related to pricing for these guards.

Title	Pay Rate	Bill Rate	OT/H Rate	OT/H Bill Rate
Security Guard				

- b) Describe in detail your organizational plan to provide continuous security coverage to Expressway Tower
- c) Describe how you plan to monitor and perform quality control on Expressway Tower Security Guards to ensure the highest level of quality and performance
- d) Will you be willing to give first consideration to retain current guards stationed at SMU Expressway Tower granted they meet and maintain all requirements set forth by the Contractor and within the scope of work in this document?
- e) Provide any other information you would like us to know for why your firm is the best choice for providing security guards services to SMU Expressway Tower
- f) Provide detail on benefit package provided to employees in this category

### 4.6 Other

Can you provide additional security personnel quickly in the event of an emergency situation? Describe the processes/agreements necessary to deliver additional emergency staffing when provided with a 24 hour notice.

## 5.0 PROPOSAL SUBMITTAL

For consideration, vendors 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 CST on or before Friday, October 7, 2022.**

**Each firm is required to submit one (1) electronic copy of their proposal to:**

brianc@smu.edu

Proposals, modifications or withdrawals received after the date set for receipt of proposals may not be considered. Offers submitted in response to the RFP shall be valid for 120 days from the closing date.

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.

## 6.0 RFP EVALUATION COMMITTEE

Each proposal will be evaluated by the RFP Evaluation Committee comprised of SMU security services directors and SMU business and finance officers. 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.

## 7.0 BASIS OF SELECTION

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

- The firm's plan to meet the requirements as outlined in the **Scope of Work**
- The firm's ability to meet the needs of the University as outlined in the **Business Objectives** and to comply with all SMU, local, state, and federal regulations
- The firm's comprehensive responses to requirements as requested in the **Proposal Content Requirements**
- The quality of the proposal, responsiveness to requirements and adequacy of information provided.
- Any other factors relevant to the firm's capacity and willingness to satisfy the University's security needs
- The proposed pricing for pay rates and bill rates in each category of services and benefit packages offered.

**EXHIBIT A**  
**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

**CONTRACT**  
**TO PROVIDE SERVICES ON AN**  
**"AS NEEDED" 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 (XXXXXXXX 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 three 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 state 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 D  
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.