Purchasing Department
PO Box 750416
Dallas, TX 75275

REQUEST FOR PROPOSAL

RFP Number: SMU-20241118

Professional Audit Services

All bids in response to this RFP are due before:

3:00 PM Central Time on DECEMBER 16, 2024

Please be sure to include this RFP # on Any Submissions

1. Introduction

1.1 Background

Southern Methodist University (SMU) is a private higher education institution providing undergraduate, graduate and continuing educational opportunities. The SMU experience 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 over 12,000 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. In addition to the tuition and fee revenue generated by these schools, SMU receives support from gifts, investment earnings, federal grants, sponsored research, athletics and auxiliary activities. SMU is managed by a Board of Trustees that include civic, business, education and religious leaders who dedicate their expertise and resources to help SMU achieve its mission and strategic plan.

1.2 Purpose

SMU is seeking requests for qualifications from qualified proposers to enter into a contract to perform the financial statement audit as well are various other audits and agreed upon procedures in accordance with the requirements contained in this Request for Proposals (RFP).

The objective is to perform the audit of the comparative financial statements of SMU beginning with fiscal year 2025, which begins on June 1, 2025. The financial statement audit shall determine whether:

1) The financial statements present fairly the financial position, changes in net assets, and cash flows in accordance with U.S. generally accepted accounting principles.
2) SMU has complied with laws and regulations for those transactions and events that may have a material effect on the financial statements.
3) Compliance and adequacy of internal controls for major federal programs and the Schedule of Expenditures of Federal Awards (SEFA).
4) SMU has adhered to specific financial compliance requirements related to NCAA rules and regulations.

SMU reserves the right to choose as many or as few proposers as seen fit by SMU to meet its needs.

A basic two-year term will be established with the option to extend an additional three years, as determined by SMU.

2. RFP Schedule and Information

2.1 Schedule

Issue Request for Proposals	November 18, 2024
Last Day for Questions by 3:00 PM	November 26, 2024
Proposals Due by 3:00 PM	December 16, 2024
Interviews (if necessary)	January 27-31, 2025
Evaluation and Notice of Award	March 1, 2025
Beginning of Service	June 1, 2025

2.2 Questions and inquiries

All inquiries concerning the RFP should be directed to:

Harmony Mei, RFP Coordinator
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 those firms participating in the process.

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

2.3 Proposer Responsibility

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

2.6 Proposal Acceptance and Rejections

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 contracts in whole or in part as

deemed to be in the best interest of SMU. SMU reserves the right to negotiate with any proposer if such action is deemed to be in the best interest of SMU.

2.7 Proposal Submittal

Proposer interested in participating in the RFP should submit one (1) electronic PDF copy of your proposal to be received no later than 3:00 PM on the Closing Date indicated below as well as in the RFP Schedule. Proposals received after that due date will be rejected. To the extent reasonably possible, SMU shall keep all proposals confidential.

Proposals must be received by 3:00 PM CST on or before DECEMBER 16, 2024.

Proposal delivery address: harmony@smu.edu

Proposals, modifications or withdrawals received after the above date and time will not be considered. Failure to provide all required information shall make the proposal non-responsive and thus disqualified from consideration. SMU may reject a proposal that fails to include required content.

Proposers shall not contact any person within the University directly, in person, by email or by telephone, other than the RFP Coordinator concerning this RFP.

Mailed, hand-delivered, or faxed proposals will not be accepted.

SMU will confirm receipt of the submitted proposal via email. If a proposer does not receive such confirmation from SMU, contact the RFP Coordinator.

3. Statement of Work

The proposer will conduct an audit of the consolidated financial statements in accordance with generally accepted auditing standards and the standards contained in Government Auditing Standards and any other authoritative pronouncements which may be deemed applicable including the Office of Management and Budget 2 CFR Part 200 Uniform Guidance requirements. The proposer will provide reasonable assurance that the financial statements are materially correct and free from fraud.

The proposer shall obtain an understanding of SMU's internal control as it relates to the financial statements. Based on the understanding and effectiveness of such controls, the proposer will determine the extent to which audit procedures will be conducted.

3.1.1 Mandatory Criteria

Responses shall not be considered for further evaluation unless they are in compliance with all of the following criteria. The proposer:

1) Shall be an independent auditor licensed for public practice in Texas.
2) Shall meet the proper independent and ethical requirements.
3) Shall follow generally accepted auditing standards (GAAS) and be knowledgeable of U.S. generally accepted accounting principles (GAAP).
4) Shall not have a record of substandard work and have passed their most recent Peer Review satisfactorily.
5) Shall have proper professional credentials relevant to the scope of work (such as CPA, CISA, CIA, CFE, CGAP).

6) Shall have sufficient knowledge of not-for-profit accounting and an understanding of the higher education environment.

7) Shall have a local presence.

8) Shall submit a response that complies with the requirements of the request for qualifications.

3.1.2 Technical Component

Each proposer shall state succinctly its understanding of this RFP's requirements and describe how it would perform the tasks in the Statement of Work. Each proposer must demonstrate the capability to provide necessary financial statement audit services. In order to demonstrate a clear understanding of the services to be provided, the proposer shall:

1) Explain the proposer's approaches to performing the audits called for in this RFP, specifically addressing the methodology, nature, timing, and extent of audit procedures to be performed;

2) Describe how the approach to performing the audits would be affected if this were a multi-year contract; and

3) Provide a statement concerning the independence of the proposer, including direct and indirect financial interest, and the relationship of the proposed audit team to present and former employees of SMU, management, contractors, and any of the SMU board members.

3.1.3 Management Component

Each proposer shall demonstrate the competence and knowledge to fulfill the requirements identified in the Statement of Work. The proposer should also describe any prior experience to other not-for-profit organizations, specifically higher education. The proposer shall describe the processes and procedures it intends to use to provide these services and an organizational chart identifying the functions and reporting relationships of the personnel who would be assigned to this work.

The proposer shall furnish satisfactory evidence of its capacity to provide in a professional and timely manner the services stated in the RFP. To meet this requirement, the proposer shall:

1) Provide the name of the external quality control review organization of which the proposer is a member and the length of membership.

2) State the frequency of peer reviews of the proposer.

3) Provide evidence that the proposer has experience in performing OMB Circular A-133 audits.

4) Describe the proposed audit team, in terms of job positions in the firm.

5) List of names of management who will direct the overall audit throughout the duration of the engagement, with CV's available upon request.

6) Provide the percentage of work that will be completed by an offshore team.

7) Provide the names and qualifications of any specialists expected to be used during the audit, with CV's available upon request.

8) If any part of the contracted services is to be subcontracted with other audit firms, the name(s) of the proposed subcontracting firm(s) must be clearly identified in the response. No additional subcontracting shall be allowed without prior written consent by SMU.

9) Provide a list of five (5) references (current clients).

10) Describe the level of assistance that will be expected from SMU personnel, including the use of internal audit.

11) Describe the level of assistance that will be expected from SMU personnel, including the internal auditor; and

12) Provide evidence of the ability to comply with the requirements in this RFP.

3.1.4 Contracting Process

Any exceptions to this RFP and SMU's standard agreement, must be specifically noted in the Transmittal Letter. However, any exceptions may disqualify the proposer from further consideration. If the proposer makes any exceptions to any provision of this RFP or SMU's standard agreement, these exceptions must be specifically and clearly identified by section and the proposers proposed alternative must be provided. Proposer cannot take a "blanket exception" to the entire RFP or standard agreement. If any proposer makes a "blanket exception" to this entire RFP or the standard agreement and does not provide proposed alternative language, the proposal may be disqualified from further consideration.

Any terms and conditions attached to a proposal will not be considered unless specifically referred to in this RFP and proposer's attachment of such terms and conditions to a proposal may disqualify the proposal.

3.2 Deliverables

Following the completion of the audit of the consolidated financial statements, the audit firm shall issue a report on the presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

The audit firm shall communicate to the Audit Committee any reportable conditions found during the audit. A reportable condition shall be defined as a material weakness or a significant deficiency in the design or operation of internal controls, which could adversely affect SMU's ability to record and report financial data in the financial statements consistent with the assertions of management, in all material aspects. The audit firm shall be required to provide a written report of all illegal acts of which they become aware to the Audit Committee.

The auditor shall ensure that SMU is informed of each of the following in its report:

1) Disagreements with management;

2) Management consultation with other accountants;

3) Major issues discussed with management prior to retention; and

4) Difficulties encountered in performing the audit.

5) Material, corrected misstatements and uncorrected misstatements accumulated during the audit and their effect on the financial statements.

The selected independent auditor shall be required to submit to SMU the draft and final opinion and audit report in electronic format.

Proposers must be available to begin the engagement preparatory activities on or soon after June 1, 2025. Additionally, the proposer must be able to provide a final opinion to the Audit Committee by the first week of September each year. Proposers should not respond to this RFP if they cannot substantially agree to the terms of and conditions of the proposed agreement.

3.3 Reporting Requirements

The audit team shall provide weekly progress reports to SMU throughout the audit engagement. Additionally, the audit team shall deliver the following reports on the following dates:

End of August	Draft Financial Statements and Management Letter
First Week of September	Final Financial Statements and Auditor's Opinion
First Week of September	Presentation of Financial Statements and Auditor's Report to Audit Committee.

3.4 Adding New Services to the Contract after Award

Following the contract award, additional services of the same general category that could have been encompassed in the award of this contract, and that are not already in the contract, may be added. A formal written request may be sent to awarded proposer(s) to provide a proposal on the additional services and proposer(s) shall submit proposals to SMU as instructed.

SMU may accept or reject any or all proposals and may issue a separate RFP for the services after rejecting some or all the proposals. The services covered under this provision shall conform to the terms, conditions, specifications and requirements as outlined in the request. Any resulting contract may be amended only upon the issuance of a written amendment showing the revision(s) prior to the services being provided as agreed, approved and signed by both parties.

3.5 Eligibility Information

Proposers must have a minimum of five years experience providing services similar to those described in the Statement of Work. An entity or company in existence for fewer than five years is eligible to submit a proposal if key personnel on the proposal team have the minimum required experience. Proposers who do not meet this requirement are not eligible for award.

3.6 Proposer Responsibilities

SMU shall look solely to the Contractor(s) for compliance with all the requirements of this RFP and the resulting Contract(s). Contractor(s) shall be the sole point of Contract responsibility and shall not be relieved of non-compliance of any subcontractor.

Failure to meet service requirements and /or specifications authorizes SMU to procure services of this RFP elsewhere, charge any increased costs for the services, including the cost of re-soliciting, to the Contractor and terminate the contract. Failure to pay a damage assessment is cause for Contract termination.

4 Proposal Format and Content

1) 4.1 Solicitation Attachments

2) **Attachment A**: Execution of Proposal includes the following
   a) References
   b) Exceptions to Terms and Conditions
   c) Conflict of Interest Statement
   d) Signature/Unsworn Declaration

3) **Attachment B**: Subcontracting Plan (if subcontractors proposed)

4) **Attachment C**: Copy of the Anticipated Contract (reference only)

4.2 Organization of the Proposal for Submission

SMU will only accept responses in a PDF format and should be one complete document in the following order. Transmittal Letter on Proposer's Letterhead, which should include the following:

1) Must be signed by a person legally authorized to bind the proposer.
2) Must specifically identify that the proposal is in reference to **SMU's RFP for Professional Audit Services**.
3) Must state, "The proposal enclosed is binding and valid at the discretion of SMU."
4) Must indicate that the Proposal is good for 90 days.
5) Must include full acceptance of the terms and conditions described in this RFP, including as detailed in SMU's Standard Agreement (Exhibit B).

The proposer shall provide the Transmittal Letter addressed to the RFP Coordinator that identifies the person or entity submitting the proposal and includes a commitment by that person or entity to provide the services required by SMU through this RFP and the Anticipated Contract.

1) Address meeting the Mandatory Criteria in Section 3.1.1.
2) Address meeting the Technical Component in Section 3.1.2.
3) Address meeting the Management Component in Section 3.1.3
4) Provide statement of overall qualifications.
5) List hourly fees for each classification of employee who will be assigned to scope
6) Provide at least five references, including contact information. SMU prefers references from clients for whom the proposer has performed similar work, including other universities.

Proposers are strongly encouraged to submit written questions during the inquiry period regarding any terms and conditions of this RFP or the Anticipated Contract.

The proposer shall include all information required in this RFP. The proposer is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Questions should be directed to the RFP Coordinator by the deadline for submitting questions. The proposer is cautioned to pay particular attention to the clarity and completeness of its proposal. The proposer is solely responsible for its proposal and all documentation submitted.

The proposer shall be as precise, accurate, and succinct as possible. The proposer shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a proposal may be considered by SMU's Evaluation Committee.

4 Proposal Evaluation

SMU reserves the right to award contract(s) without any negotiations and reserves the right to not make any awards. Submission of a proposal confers no rights on the proposer to an award or to a subsequent contract, if there is one. The issuance of this RFP does not guarantee that a contract will be awarded. SMU reserves the right to withdraw the RFP entirely for any reason solely at SMU's discretion. An individual proposal may be rejected if it fails to meet any requirements of this RFP.

SMU may seek clarification from the proposer at any time during the evaluation period, and failure to respond may be cause for rejection of a proposal.

Upon execution of a contract resulting from this RFP, the term “Proposer” shall have the same meaning as “Contractor”.

The Contractor shall not begin or provide services until a contract is fully executed by both parties..

The proposer is strongly encouraged to provide a fair and reasonable price in its proposal. SMU shall award a contract(s) to the proposer(s) whose proposal is considered to be the most qualified. Exhibit B of this RFP represents SMU’s Standard Agreement (along with its incorporated exhibits) which will be entered into with the Contractor(s) and lists the additional terms and conditions governing this RFP.

Each proposal will be evaluated by the RFP Evaluation Committee comprised of staff across disciplines at SMU. 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 criteria 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 proposer recognizes this by submitting a proposal.

4.1 Evaluation Criteria for each of the Proposal Components:

1	Technical Component	40%
2	Management Component	30%
3	Qualifications	30%
	Total	100%

SMU will begin contract negotiations shortly after notification. The successful proposer may offer changes to these terms or additional terms in their proposal, but SMU may not accept. The parties will negotiate a final schedule for performance that will be incorporated into the final contract.

SMU will notify each proposer of the final action taken upon execution of contract with the selected proposer. SMU reserves the right to contact listed references and peer review organizations as necessary to evaluate any proposer. SMU reserves the right to waive any minor or immaterial proposal requirements noted in the submission process. Submission of proposals confers no legal rights upon any proposer. SMU will determine whether negotiations or Best and Final Offers (BAFOs) are necessary and may invite selected proposers to provide oral presentations of their proposals.

SMU may conduct reference checks with other entities regarding past performance.

4.2 Multiple Awards

SMU may award multiple contracts from this solicitation. The proposer(s) providing the best value may be chosen as the primary or “best value contractor”. Additional proposers may be awarded contract at the sole discretion of SMU in order to provide alternate resources for meeting the requirements of the requested services.

5 Additional Instructions

The proposer, by submitting a proposal, shall thereby be irrevocably deemed to have fully indemnified and agreed to defend SMU from any claim of infringement in the intellectual rights of proposer or any third party for any materials appearing in the proposal.

5.1 Working Paper Retention and Access to Working Papers

All working papers and reports must be retained at the auditor's expense, in accordance with the Public Company Accounting Oversight Board, unless the auditor is notified in writing by SMU of the need to extend the retention period. The auditor shall be required to make working papers available, upon request to all parties designated by the federal and state government or by SMU as part of an audit quality review process.

In addition, the auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

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, selected contractors 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 Personal Injury Products Liability Medical Payments Sexual Molestation/Assault General Aggregate	$1,000,000 per occurrence $1,000,000 $1,000,000 $10,000 $50,000 $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 Employer's Liability	Statutorily required limits $1,000,000	N/A
Excess Liability (GL)	Over General Liability, auto, employer's liability (WC)	$5,000,000	Yes
Director's & Officer's Liability	Wrongful Acts Errors & Omissions	$1,000,000 per occurrence	Yes
Professional Liability	Architects & Engineers Lawyer's Malpractice Medical Malpractice Technology Errors & Omissions Media Errors & Omissions Research Liability	$1,000,000 per claim/occurrence $1,000,000 per claim/occurrence $1,000,000 per claim/occurrence $1,000,000 per claim/occurrence $1,000,000 per claim/occurrence	Yes

EXHIBIT B

SMU's STANDARD AGREEMENT

CONTRACT

TO PROVIDE SERVICES

ON AN ANNUAL BASIS

TO SOUTHERN METHODIST UNIVERSITY

BY

_____

(CONSULTANT)

This Contract to Provide Services on an Annual Basis (this “Contract") is made by and between Southern Methodist University ("SMU"), a Texas nonprofit corporation, and _____ ("Consultant"), a [state of organization] [corporation] [limited partnership] [other].

ARTICLE 1

SERVICES TO BE PROVIDED UNDER THIS CONTRACT

Consultant shall provide the following services (the “Services") to SMU:

Furnish materials, equipment and labor to *[short description of services]* _____; to be performed as detailed on the Statement of Services, dated_____, attached hereto as Exhibit A.

The term “Services" means the services to be provided pursuant to this Contract, and includes all labor, materials, equipment, subcontractor services and/or miscellaneous items provided by Consultant to fulfill Consultant'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. Consultant shall not charge SMU for overtime unless authorized by SMU’s Representative designated in Exhibit C.

ARTICLE 2

TERM

The term of this Contract shall commence on _____, 2025 and shall end at the conclusion of business on _____, 2027. 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 shall pay to Consultant the Contract sum of $_____ for satisfactory completion of the Services. Consultant shall invoice SMU upon completion of the Services. Such invoice shall specify location of work, the Services performed, and the SMU purchase order number. The invoice shall be delivered to SMU at the address set forth in Exhibit C.

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

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

3.4 Reimbursable expenses are in addition to Consultant's compensation and include expenses incurred by Consultant and its consultants in the interest of the Project for:

- Expense of transportation and living expenses in connection with out-of-town travel beyond the Dallas/Fort Worth area, if authorized in writing by SMU;
- SMU-requested special documents and reproductions;
- SMU-requested special postage and handling of documents, courier service, etc.;

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):

Exhibit	Title	No. of Pages
A	Statement of Services	
B	Insurance Requirements	2
C	Primary Location of Business to Receive Notices, Invoices, & 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 A, B and C and (ii) the provisions of any proposal or bid from Consultant, then the provisions of this Contract and the attached Exhibits A, B and C will control.

ARTICLE 5

RESPONSIBILITIES OF CONSULTANT

5.1 By execution of this Contract, Consultant represents that Consultant has visited the premises where Consultant is to perform the Services under this Contract and is familiar with the local conditions under which the Services are to be performed. Consultant understands and agrees that work shall be scheduled in such a manner as to not conflict with academic or administrative activities.

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

5.3 Consultant shall not subcontract any portion of the Services to be performed under this Contract without advance written approval by SMU. Consultant 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. Consultant shall not contract with any subcontractor, person or entity to which SMU has made reasonable objection. By appropriate written agreement, Consultant shall (a) require each subcontractor, person or entity, to the extent of the Services to be performed, to be bound to Consultant by terms of this Contract, and to assume toward Consultant all obligations and responsibilities which Consultant, by this Contract, assumes toward SMU; (b) allow to each subcontractor, person or entity the benefit of all rights, remedies and redress afforded to Consultant by this Contract; and (c) require each subcontractor to enter into similar agreements with sub-subcontractors. Consultant 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 Consultant 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. Consultant shall obtain and pay for all required permits, licenses and inspections and shall pay all governmental fees. Consultant shall be responsible for all fines, penalties and other costs resulting from Consultant's failure to meet its obligations under this Contract.

5.5 Consultant shall supervise and direct the performance of the Services, using Consultant's best skill and attention. Consultant 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, Consultant 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) Consultant shall enforce strict discipline and good order among Consultant's employees and others performing any part of the Services under this Contract. Consultant shall not permit

unfit persons or persons unskilled in the tasks assigned to them to perform any part of the Services hereunder. Consultant 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. Consultant 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. Consultant shall not permit any person to perform Services hereunder if Consultant deems such individual to be an unreasonable risk on the basis of the results of such screenings. In addition, Consultant 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 Consultant 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, Consultant shall provide appropriate documentation demonstrating compliance with the requirements of this Section 5.7.

5.8 Consultant 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 Consultant provides professional or other expertise for performance of the Services, Consultant warrants that the Services will be performed in accord with the highest appropriate professional and/or industry standard. SMU relies upon Consultant'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, Consultant will furnish to SMU satisfactory evidence of the kind and quality of materials and equipment it will use to perform the Services hereunder. Consultant will correct any defect in the Services at no cost to SMU for a period of one year following completion of the Services. Consultant shall provide to SMU any documentation from manufacturer(s), including, but not limited to, warranties, service manuals and operating instructions.

5.9 Unless otherwise provided in this Contract, Consultant 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 Consultant 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, Consultant shall restrict all persons performing any part of the Services to such areas. Consultant 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 This section left intentionally blank.

5.12 This section left intentionally blank.

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 Consultant employees or any other person performing any part of the Services be under the influence of such substances while on SMU's property. Consultant 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 Consultant has posted a "No Smoking" sign, it being understood that Consultant has the obligation to post appropriate "No Smoking" signs as necessary for safety reasons within the spaces for which Consultant 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 Consultant's liability under this Contract or applicable law, Consultant agrees to comply with the "Insurance Requirements of the Contract" attached hereto as Exhibit B and incorporated herein by reference.

5.16 This section left intentionally blank.

5.17 (a) Consultant covenants that it will secure its information technology systems with commercially appropriate security measures in accordance with the highest industry standards. Any data transmitted over any network or other information technology system must be encrypted with commercially appropriate security measures in accordance with the highest industry standards. Consultant shall report in writing to SMU any unauthorized use or disclosure of confidential information or other security breach within five (5) business days after Consultant learns of such use or disclosure or security breach. Consultant acknowledges that if a third party obtains unauthorized access to Consultant's systems or to SMU's systems or otherwise as a result of an action or omission of Consultant obtains access to information pertaining to SMU or to its trustees, officers, employees, students, volunteers, donors, alumni, guests, tenants, agents or others affiliated with SMU, then that shall be considered a material breach of this Contract. Upon such breach, in addition to any other remedies available to SMU at law or in equity, without limitation of the foregoing, Consultant shall pay all costs of notifying system users of such security breach and of credit watch services (or, if directed by SMU, Consultant will perform such notifications of system users and will arrange for credit watch services for such users) and SMU may terminate the Contract immediately without further obligation to make payments for services not theretofore delivered, and will receive a refund of any prepaid fees for the period following the date of termination.

(b) If computer hardware and other equipment is used in the performance of this Contract, Consultant will use all security measures necessary to ensure that SMU data is not copied or otherwise compromised. At the time this Contract is terminated, SMU data must be promptly

returned to SMU in usable form as directed by SMU and all equipment used to copy or scan SMU materials or otherwise containing SMU data must be erased according to U.S. Department of Defense standard 5220.22-M and overwritten to guarantee that all hard drive space contains no SMU data. Consultant shall provide to SMU's Chief Information Officer evidence to confirm that all appropriate security measures required by this Contract and by good industry practices have been taken to ensure that SMU's data is protected.

5.18 This section left intentionally blank.

5.19 Minors on Campus. Consultant 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. Consultant agrees to provide to SMU written certification of such training of Consultant 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 Consultant and the administration of this Contract, SMU and Consultant 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 Consultant 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 Consultant, 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. Consultant 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 Consultant or any substantial alteration in the nature or character of its business shall constitute a change in Consultant 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 Consultant to SMU shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Consultant the agent, servant or employee of SMU; or (2) create any partnership, joint venture or other association between SMU and Consultant. 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 Consultant'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 Consultant 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 Consultant 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 Consultant or any of Consultant's directors, officers, employees or agents in connection with the obtaining, arranging, or negotiation of this Contract. Consultant 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 Consultant to SMU.

6.6 In its performance of this Contract, Consultant 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. Consultant will also not discriminate against any person on the basis of sexual orientation or gender identity and expression. Consultant 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. **Consultant 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 Consultant 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 Consultant 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. Consultant shall take no action that states or implies or allows another to infer that SMU has approved or endorsed Consultant’s products or services.

6.10 Consultant 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), 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 Consultant with a proposal, 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, the Chief Information Officer, the Associate Vice President for Facilities Planning and Management, or the Director of Purchasing.

6.14 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. This Contract and any other documents requiring a signature hereunder may be signed electronically or by an original signature. Each party agrees not to deny the legal effect or enforceability of this Contract or any such other document on the ground that it is an electronic record or bears an electronic signature.

6.15 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, 6.14 and 6.15 of this Contract shall survive the expiration, completion, abandonment and/or termination of the Contract and final completion of the Services.

6.16 Either party may terminate this Contract for convenience upon thirty (30) 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.

SOUTHERN METHODIST UNIVERSITY

BY:_____

R. Gerald Turner

President

DATE:_____

[NAME OF CONSULTANT]

BY:_____

NAME:_____

TITLE:_____

DATE:_____

EXHIBIT A

STATEMENT OF SERVICES

INSERT DETAILED DESCRIPTION OF SERVICES TO BE PERFORMED AS PRESENTED IN THE RFP RESPONSE

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 B** 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, selected contractors 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 B** 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.
11) 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:

2. **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

4. **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 Personal Injury Products Liability Medical Payments Sexual Molestation/Assault General Aggregate	$1,000,000 per occurrence $1,000,000 $1,000,000 $10,000 $50,000 $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 Employer's Liability	Statutorily required limits $1,000,000	N/A
Excess Liability (GL)	Over General Liability, auto, employer's liability (WC)	$5,000,000	Yes
Director's & Officer's Liability	Wrongful Acts Errors & Omissions	$1,000,000 per occurrence	Yes
Professional Liability	Architects & Engineers Lawyer's Malpractice Medical Malpractice Technology Errors & Omissions Media Errors & Omissions Research Liability	$1,000,000 per claim/occurrence $1,000,000 per claim/occurrence $1,000,000 per claim/occurrence $1,000,000 per claim/occurrence $1,000,000 per claim/occurrence $1,000,000 per claim/occurrence	Yes

EXHIBIT C

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 Consultant:

For SMU:

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 electronically to invoices@smu.edu and include the primary SMU contacts name on the invoice.

Payments shall be sent to Consultant 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 Consultant: _____

SMU's Representatives:

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

Consultant shall not take direction from persons in academic, administrative or operating units of SMU not specifically named herein. It is agreed, if Consultant 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 Consultant for any such expenses, shall not extend the schedule of performance of Services, and shall not compensate Consultant 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 required by the Contract:

For Consultant: _____

For SMU: Dr. R. Gerald Turner, President;
Ms. Chris Regis, Vice President for Business and Finance
Shannon Brown, Director of Purchasing.

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.