



Purchasing Department

P.O. Box 750416
Dallas, Texas 75275

:

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 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

- 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

- 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.
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- 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.

Title	Pay Rate	Bill Rate	OT/H Rate	OT/H Bill Rate
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 o5.7nT 707.7 Date he he1(o).u.Tc-.0004 Be9pcDs

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

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 r

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

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

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,

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

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

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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**

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 092.0054 Tlr ding prh reslg

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 reqy29y5y5y5y5y5y5y5y5y5y5yn th3 after deposa.

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

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.