Purchasing Department
PO Box 750416
Dallas, TX 75275

REQUEST FOR PROPOSAL

RFP Number: SMU-20260202

RFP for Commercial Printing, Marketing and Warehousing Services

All bids in response to this RFP are due before:

3:00 PM Central Time on Friday, February 13, 2026

Please be sure to include this RFP # on Any Submissions

Section 1
Introduction

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 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.

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. Owned by the South Central Jurisdiction of the United Methodist Church, SMU is managed by a Board of Trustees that includes civic, business, education, and religious leaders who represent various faiths and geographic areas.

1.2 Purpose

The purpose of this **Request for Proposal (RFP)** is to solicit proposals from companies with an interest in providing cost-effective, high-quality services for print (offset, digital and/or web), direct mail, fulfillment, warehouse and inventory management for SMU faculty and staff.

<u>**This RFP will be evaluated in a two-step process.**</u>
STEP 1 – written proposal detailing company services and capabilities.
STEP 2 – price proposal for services as detailed in the market basket to be provided.

All suppliers are asked to participate in Step 1. The RFP Evaluation Committee will down select to a smaller number of suppliers who will be asked to proceed to Step 2. Criteria for Step 2 are not included in this document.

Each STEP will be scored independently. Scores from both STEPS will be considered during the final evaluation. Final companies selected will enter into an Exclusive Provider Agreement with SMU.

A basic two-year term will be established with yearly options up to a maximum of five years, as determined by the Purchasing department. One-year options will be exercised as long as service and quality remain excellent, and pricing competitive. SMU reserves the right to make multiple awards.

1.3 RFP Schedule

STEP 1 - Issue Request for Proposal	Wednesday, January 28, 2026
STEP 1 - Last Day for Questions by 5:00 p.m.	Wednesday, February 4, 2026
STEP 1 - Closing Date by 3:00 p.m.	Friday, February 13, 2026
STEP 1 - Evaluation & Notice to Advance to Step 2	Week of March 9, 2026
Schedule of events to be provided in Step 2 documents	
STEP 2 - Issue Request for Proposal	TBD
STEP 2 - Last Day for Questions	TBD
STEP 2 - Closing Date – 3 PM	TBD
STEP 2 - Evaluation & Award	TBD

1.4 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 exact order as provided in the RFP document and referencing the appropriate section. General questions will be shared with all those entities 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.

1.5 Bidder Entity Responsibility

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

1.6 Cost Liability

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

1.7 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 bidder entities and posted on the Purchasing web page under the Open Solicitations tab. Any amendment to this RFP shall become part of this RFP.

1.8 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 Entity if such action is deemed to be in the best interest of SMU.

1.9 Proposal Submittal

For consideration, vendors must submit a comprehensive response that meets the minimum requirements included in the RFP STEP 1 and the corresponding attachment.

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

Each firm is required to submit their proposal in the following manner

- **ONE ELECTRONIC copy in PDF format**
- **Completed ATTACHMENT A and ATTACHMENT B in EXCEL format**

Proposals, modifications or withdrawals received after the date set for receipt of proposals may not be considered. Offers submitted in response to the RFP STEP 1 shall be valid for 120 days from the closing date.

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

Entities interested in participating in the RFP should submit one electronic PDF copy of their proposal to be received no later than close of business, 3:00 PM on the Closing Date indicated in RFP Schedule. Proposals received after that due date may 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 Friday, February 13, 2026.

Proposal delivery addresses:

Electronic	harmony@smu.edu

3.0 SCOPE OF WORK

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

3.1 Method of Engagement

Purchasing and various departments within the University may request pricing, submit orders, and coordinate all aspects for each job.

3.2 Custom Printed Items

SMU currently spends approximately $2 million per year on custom printed material and related marketing services. This figure is provided as a reference point only and SMU cannot guarantee or estimate a specific number of orders annually.

Custom printed items may include but are not limited to the following.

CUSTOM PRINTING ON OFFSET, DIGITAL AND WEB PRESSES

- Perfect bound books
- Booklets
- Brochures
- Directories
- Newsletters
- Programs
- Annual reports
- Posters
- Flyers, postcards, self-mailers
- Folded carton packaging & presentation boxes
- Forms
- Invitation and Announcement card & envelope sets
- Magazines
- Presentation & pocket folders
- Promotional products
- Name badges
- any project that requires printing

3.3 Ancillary Services

Ancillary services may include but are not limited to the following.

GRAPHICS & PRINT

- Creative and graphic design services
- Graphic, logo, image and copy library or repository
- Prepress services
- Prepress to photo color correction and other color editing
- Prepress ability to do photo retouching
- Bindery services
- Digital Imaging
- Ability to print converted envelopes (in-house)
- Ability to print and convert envelopes (in-house)

- Emboss and foil stamping
- Barcoding capabilities
- Provide paper dummies
- Review and evaluate requested specifications
- Assembly and knitting

INVENTORY & STORAGE

- On-line branded platforms
- Warehousing
- Inventory management
- Generate reports and provide real-time on-line reporting
- Deliver inventoried pieces as requested

MAIL & MARKETING

- Direct mail and handling
- Automated and hand-matching
- Print variable data using client's preferred fonts
- Print complex variable data
- Print simple variable data
- Ability to change copy and photos based on mail list information
- Social media marketing and Digital Marketing management
- Mailing lists, purchase and maintain
- Automated marketing campaigns
- Source and purchase stamps when an indicia is not used
- File paperwork with USPS when an indicia is used
- Estimate mailing postage cost

ON-LINE INTERFACES

- Customized on-line ordering platform for requesting items from warehoused inventory
- On-line account creation and access
- Provide secure dedicated portal for SMU
- FTP site
- Online proofing
- Online upload and download access of files & reports
- Promotional code management
- Future date delivery scheduling
- Online order history

ACCOUNTING

- Cost center and budget management
- Invoice
- Payment via invoice, ACH and other automated payments
- Set-up and maintain a Master SMU account AND independent subaccounts for departments
- Management reports
- Timeliness billing and resolution of accounting problems

3.4 Quality

All printed, mailed, and fulfilled materials are to be error free to include but not limited to consistent color, accurate fold & trim, accurate name matching, approved print proofs. All printed materials not meeting this standard of quality are subject to immediate reprint at no cost to the University or price discounted as agreed upon by ordering department.

3.5 Proofs

Hi-resolution print proofs, mock-up print proofs, color comps are to be provided as indicated and requested by the specifications for each job. The printer will be held responsible for reviewing proofs for accuracy before sending to SMU. The printer will be held responsible for delivering and picking up all proofs approved by the requesting department. The proofs are to be signed and dated by an authorized employee of the department prior to printing.

3.5.1 Hi-Res Digital Proofs

This print proof will be of Epson hi-res quality and show exactly what the final printed piece will look like once printed. Proofing paper should be accurate to job specifications.

3.5.2 Mock-Up Print Proofs

Mock-up print proofs are proofs that are printed, trimmed, bound to size, and compiled in such a way that represents exactly what the final product will look like once complete. Depending on the size and specs of each piece, a mock-up can be generated with either a hi-res print or a low-res print. The proof should come collated, scored (can be hand scored), folded, saddle stitched, etc. as necessary to represent the final printed piece.

3.5.3 Print Proofs for Digital Press Work

Print proofs for digital print work should be provided in mock-up format and printed on the exact paper specified in the job order, printed on the exact machine to be used for the job, and bound/finished in the manner to accurately represent the final printed piece.

3.5.4 Proofs for Direct Mail Work

Print proofs for direct mail projects should be provided in mock-up format and printed on the exact paper specified in the job order, printed on the exact machine to be used for the job, and bound/finished in the manner to accurately represent the final printed piece.

Audit proofs (10 to 20 assembled mail pieces) provided in the final format and addressed as will be used for the job. Audit proofs should accurately represent all mail pieces and how the pieces are to be assembled and/or fulfilled.

3.6 Press Checks

Press checks are required for jobs that have critical color which include but are not limited to jobs submitted from DEA Marketing and Communications and other marketing entities within the university schools. Critical color jobs may include SMU photos and SMU ink colors as detailed in the SMU Brand Guidelines Color Palette. Press checks are required on 40% to 50% of the jobs submitted by DEA Marketing and Communications and as requested by other departments.

Press checks may be required for all signatures (front and back) and will be noted with each order. Press checks should be scheduled to occur between the hours of 8:30 am and 5:00 pm. Press checks for multiple signatures should be scheduled as close together as possible and within the same week if possible. Exception, press checks for magazines may occur after hours but are not part of this RFP.

The Customer Service Rep or another designated person is required to review the press sheets and correct as needed prior to SMU arrival.

Jobs not requiring a press check by the requesting department, the printer is responsible to have an assigned person who is knowledgeable of SMU color standards to press check each job to verify print quality, color accuracy, and that the finished product matches the approved print proof.

3.7 Overruns and Underruns

SMU is to be charged only for work requested. Overruns are not to be included in pricing without prior notification by the requesting department and written acceptance by the department.

3.7.1 Overruns should fall within industry standards and not exceed 10% of the order quantity or as indicated for each order.

3.7.2 Underruns are not acceptable unless authorized by requesting department.

3.8 Packaging

The printer is responsible to deliver merchandise in good condition and bulk packaged unless special packaging is required for the job and as indicated by the requesting department.

Packing slips should be provided for the total job.

Individual boxes should be labeled with project name and quantity, and a sample taped to the outside of each box.

3.9 Delivery Locations

The printer is responsible to deliver the finished job to the delivery location or locations as noted by the requesting department. Most jobs will deliver to one location on the SMU campus however several departments require jobs to be delivered to multiple locations. It is preferred that delivery and courier drivers be non-smokers.

4.0 Printer Responsibilities

The Printer shall have sole responsibility for the complete effort specified in each order submitted by the requesting department at SMU. Payment will be made only to the Printer.

The Printer is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided. The Printer shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that SMU may have arising out of the Printer's performance. (For example, A job may be printed and delivered that has an error but the piece is required for a specific event, SMU's acceptance of the job does not waive its right to negotiate a price reduction or another form of compensation.)

4.1 Equipment

The Printer is responsible to have equipment that will allow them to provide quality custom printed and accurately mailed pieces and required to submit a complete equipment list with their response to this RFP and any intentions of upgrading their equipment in the near future.

4.2 Customer Service

The Printer is responsible to provide the University with the highest possible level of customer service that includes but not limited to the following expectations.

- Assign company representatives and a minimum of one outside account manager that offices in the Dallas/Fort Worth area.

- <u>Expectations for the assigned account manager</u>
    - Should have a working knowledge and experience of the printing process.
    - Meet and communicate directly with the requesting department's contact person as needed for each job.
    - Review job and print specifications
    - Have experience in and the ability to problem solve and offer solutions that will lead to cost savings and creative printing ideas.
    - Have experience in the review and mark-up of color revisions.
    - Make personal visits to review job specifications as requested by dept. or needed for each job.
    - Provide press checks as requested. Press check time will vary depending on the printer's ability to match the print proof, overall color, and overall quality. Press check time may vary from 10 minutes to possibly 2 hours.
    - Provide pick-up and delivery, or appropriate transmittal, including overnight delivery when necessary, of all artwork, proofs, CDs or electronic files, printed samples, paper samples, and finished product, to and from the University or as indicated for the requesting department.
    - Review of final specifications
    - Deliver required print proofs to locations specified in the order.
    - Produce the University's publications within the required turnaround time
    - Archive all SMU jobs, photos, fonts, etc. as indicated by requesting department.

4.3 Timely Turn Around

The Printer is responsible to meet time frames as required per project using industry standard time frame of 5 to 7 working days. Projects needing shorter time frames should be considered as rush jobs and **NOT TO BE CONSIDERED AS PART OF THIS RFP.** Rush projects may require a 1 to 4 day turn-around and are not part of this RFP.

4.4 Pick-Up and Delivery

The Printer is responsible to have policies and procedures in place for handling pick-up and delivery of proofs, subsequent proofs if required, standard delivery to the SMU campus, and special delivery requirements to multiple locations, as indicated per project or per dept. requirements.

4.5 Ownership of Material

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained for the production of each project, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required shall be and remain the property of SMU.

Artwork (cover art, internal graphics, copy, logos, illustrations, photographs, negatives, digital files, etc.) is the property of SMU and must be returned to the requesting department in the manner they have specified.

The DEA Marketing and Communications department requires printers to upload final job files used for production to their FTP site. DEA personnel will retrieve final job files for SMU archival purposes. Archival files should include but are not limited to job files, fonts, color-corrected and retouched photo files, hi-res pdf and low-res PDFs as requested. Other SMU departments may request this service. Printer should archive final job files for 12 months for reprint purposes.

4.6 Data Confidentiality

All financial, statistical, mail lists, personnel and/or technical data supplied by SMU to the Printer are confidential. The Printer is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Printer, or any individual or entity in the Printer’s charge or employ, will be considered a violation of the Exclusive Provider Agreement and may result in termination from that agreement.

4.7 News Releases

The Printer is not permitted to issue news releases pertaining to any aspect of the services being provided for SMU without prior written consent of the Vice President of Development and External Affairs.

4.8 Advertising

The Printer shall not use SMU's name, logos, marks, images, or any data or results arising from this agreement as a part of any commercial advertising without first obtaining the prior express written consent of DEA Marketing and Communications.

4.9 Compensation and Payment

Printers are required to provide an estimate to the requesting department contact person based on the estimated job and print specifications prior to work beginning. A new estimate should be provided should the scope of work change during the process.

Printer must submit invoices to invoices@smu.edu along with supporting documentation including but not limited to packing lists, delivery documents, etc. evidencing that work for which payment is sought has been satisfactorily completed and delivered.

Invoices should be issued with NET30 payment terms according to the payment schedule agreed upon when the work was authorized and approved. SMU pays invoices within 30 days of invoice date unless additional discounts are offered for quicker payment.

Requirements for submitting invoices:

BILLING ADDRESS
SMU – Accounts Payable
invoices@smu.edu
PO Box 750162
Dallas, TX 75275-0162

ORDER INFORMATION to include on invoice
**Please ask person placing the order to provide the following*.
Supplier ID #
Job name
Division or School
Department – *spell out acronyms*
Requester – *person placing the order*
1st invoice approver
2nd invoice approver (optional)
FUND & ORG# (department #)
In addition to the above, ***PO# required on orders over $5000***

Invoice File Name:
Name invoice PDF file in this format. **COMPANY NAME_INVOICE NUMBER_DEPT**

Instructions for submitting invoices:

- Send invoice as a **PDF ATTACHMENT ONLY** to invoices@smu.edu
- Invoices@smu.edu is a **NO-REPLY** inbox used only for submitting invoices. Do not send inquiries, statements, past due invoices, order confirmations or paid receipts to this email.
- **Do not send invoice as a payment link** embedded in the email.
- Send each invoice as an individual PDF. Do not group invoices together into one PDF.

- Invoice files are uploaded to DocuSign and routed to the department invoice approver for payment approval. Information provided in body of email cannot be captured.
- Information required on invoice is used to route invoices correctly for payment approval.

Purchase Order #s are required on all orders totaling $5000.00 or more. Orders totaling more than $5,000.00 cannot be divided into multiple invoices to avoid the PO# requirement.

Payment methods:
Payment is made by ACH via PaymodeX or by check mailed via a service provider.

4.10 Order Cancellations

SMU reserves the right to cancel orders and/or assess financial penalties if the Printer fails to make delivery as promised.

Unsatisfactory Performance may include but is not limited to:

- Failure to meet established production schedules.
- Failure to deliver printed samples to locations as requested by ordering department.
- Failure to maintain quality control over work produced.
- Inability or unwillingness to resolve problems.

5.0 Proposal Content Requirements for RFP STEP 1

Proposals should include comprehensive responses to the following and address items as specified in the Scope of Work. Proposals are required to follow the exact order as provided in the RFP document so that all proposals can be evaluated on an equal and timely basis.

5.1 Company Information, Personnel and Services

5.1.1 General Company Information

List the company name, corporate and local addresses (if different), main phone number, website address, and person authorized to commit the company to the terms specified in the proposal. Provide a brief history of the firm and number of years in business.

Describe the firm's facility or facilities. For each location, provide physical address, detail the type of work to be performed at each location and state the distance from the SMU campus for each location. Provide a complete equipment list at each location and the firm's ability to timely serve the needs of SMU.

5.1.2 Contact Information

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

5.1.3 Services Offered

Complete the “Company Services and Capabilities” form included as Attachment A.

5.2 Operations

5.2.1 Graphics & Printing

a) Describe how you plan to provide printing services for University publications as detailed in the Scope of Work. Include a description on how the firm will work with the University and subcontractors that the firm plans to use to complete the work.

b) Describe your in-house digital, offset, wide format, and web press printing capabilities.

c) Detail how you will meet and maintain quality and brand standards specified by the University.

d) Describe tools and controls that you have in place that will help maintain control over and use of SMU branded materials and content distribution.

e) Describe how your internal tracking system ensures jobs are delivered in accordance with the timelines set forth by the ordering department.

f) Describe how you will provide the University with the highest possible level of customer service in order to provide a timely response to routine printing orders, special requests as well as fast turnaround for peak or rush projects.

g) Describe how the firm plans to review work and correct initial problems prior to proofs arriving at the University.

h) Describe the internal process that ensures revisions are done correctly prior to delivering a ‘revised print proof’ when type revisions are made on proofs.

i) Describe the firm’s process in performing prepress work and quality check procedures. State the avenues for uploading and downloading files.

j) Describe the firm’s ability to provide color correction to photographs and random color proofs as requested.

k) State the standard turn-around times from receipt of artwork files and final printed product delivery.

l) If you have an in-house pre-media team, detail the services they offer and describe how SMU can utilize and benefit from these services.

5.2.2 Inventory & Storage

a) Detail your warehousing capabilities, inventory management system and distribution services.

b) Describe the process for requesting and maintaining items that are stored for the University. State the standard turn-around time for a pull from inventory to the time items are delivered to SMU or requested destination.

c) Describe the inventory reporting system and how inventory levels are tracked and maintained. Describe the types of inventory reports that will be provided and how often.

d) Describe how inventory levels are verified prior to notifying SMU that re-order levels have been reached.

e) Describe the process for verifying with SMU departments that items are no longer needed and can be recycled or discarded. If stored items are discarded by accident by the printer, what is the policy for reprinting and replacing the items?

f) Describe your in-house shipping services and detail the service levels you offer. State your shipping volume in terms of annual orders.

5.2.3 Mail & Marketing

a) Detail the in-house direct mail services and capabilities for the following:

   Data processing services including but not limited to postal sorting, Cass Certification, NCOA, postal sorting, merge/purge duplication, carrier route, data entry, laser personalization, list management and processing response analysis and reporting and programming to allow for variable information on direct mail pieces

   Variable data, simple to complex

   Letter shop services including but not limited to folding and inserting, metering, stamp affixing, wafer sealing, pressure sensitive labels, Cheshire labeling, high-speed inkjet addressing, sorting, true type printing, polybagging

   Fulfillment services including but not limited to hand inserting and assembly, automated inserting and assembly, inventory warehousing, inventory replenishment, return materials processing, kitting, boxing and hand labeling

   Deliver mailing to USPS for final destination delivery

b) State how the company stays current with USPS postal regulations. Does the firm have people who are knowledgeable about the mailing process and make recommendations to save mailing handling costs and postage?

c) Describe your digital marketing services and capabilities.

d) Describe your quality assurance program. How do you measure compliance? Include details of quality assurance and customer satisfaction programs.

e) Describe how response rate data is tracked to identify and tag for reusing the communications that are generating the best response.

f) Detail your database management and how you maintain and report the accuracy of the mailings.

g) Describe the normal turnaround times for delivery of requested services, and time needed to fully service the University after notice of award.

h) Discuss the ability to provide an audit trail and backup or overflow capabilities.

i) List the software applications that you support. How do you provide customers with access to new technologies? Describe any flexible agreements you currently have in place.

5.2.4 On-line Interfaces

a) Describe the on-line ordering system and how it can be customized for SMU departments.

b) Describe the extent that the system can be utilized for inventory management. How many users can be set-up? Can on-line users set up individual accounts with secure password entry? What type of reports can be generated?

c) Describe how materials and orders are tracked by SMU departments.

5.2.5 Accounting

a) Describe how you will structure and set up a Master SMU account with sub-accounts for schools and departments.

b) Describe your account management and reporting services and capabilities.

5.2.6 Customer Service

a) Describe your plan and structure for meeting the level of customer service as detailed in section 4.2.

5.3 Subcontractor Information (if applicable)

List the names and addresses of any subcontractors that will be utilized on this account. State what services they will provide. If applicable, indicate whether the listed subcontractors are certified as MBEs (Minority Business Enterprise) or WBEs (Women Business Enterprise), SDVOB (Service Disabled Veteran Business), or HUB (Historically Underutilized Business.

5.4 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, i.e. 500 jobs, $350,000 annual total amount) 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.

5.5 Local Service Facilities & Equipment Lists

5.5.1 Describe the firm's local printing facility or facilities, indicate the distance from the SMU campus.

5.5.2 Complete the "VENDOR COMPANY & EQUIPMENT SUMMARY" form (Attachment B) provided with this RFP document.

5.5.3 Provide a complete equipment list and the firm's ability to timely serve the needs of SMU.

5.6 Contracting Process

This RFP includes a sample standard SMU agreement (Exhibit A), including insurance requirements. Any exceptions to this RFP and SMU's standard agreement, must be specifically noted in the response to this RFP. 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.

6.0 RFP Evaluation Committee

Each proposal will be evaluated by the RFP Evaluation Committee comprised of print producers and managers within the University. The RFP Evaluation Committee will initially review all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the RFP requirements will be eliminated from further consideration. Proposals that pass the completeness and compliance review will be evaluated against the Basis of Selection outlined below. The RFP Evaluation Committee is the sole judge of the best offers and reserves the right to accept or reject any or all proposals. The printer recognizes this by submitting a proposal.

7.0 STEP 1 Basis of Selection

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

- The firm's plan to meet the requirements as outlined in the **3.0 <u>Scope of Work.</u>**

- The firm's plan to meet the requirements as outlined in the **4.0 <u>Printer Responsibilities</u>** and demonstrate quality of work and superior customer service.

- The firm's comprehensive responses to requirements as requested in **5.0 <u>Proposal Content Requirements for RFP STEP 1</u>.**

- The quality of the proposal, responsiveness to requirements and adequacy of information provided.

- Any other factors relevant to the firm's capacity and willingness to satisfy the University's printing needs.

8.0 Provider Selection to proceed to RFP STEP 2

The RFP Evaluation Committee will down-select to firms who have best meet the needs of SMU according to the **STEP 1 Basis of Selection** criteria and will be asked to participate in STEP 2. The determination of the successful proposals will be based upon information supplied by the firm in response to this RFP and upon other information that will be obtained by the RFP Evaluation Committee as is deemed necessary.

An Exclusive Provider status will be awarded to selected firms after the completion of STEP 2 by SMU Purchasing based upon a recommendation from the RPF Evaluation Committee. The RFP does not commit SMU to award a contract.

SMU Purchasing will utilize, promote and monitor printers who are selected as Exclusive Providers for all printing needs as indicated in the Exclusive Provider Agreement.

EXHIBIT A
SMU's STANDARD AGREEMENT

CONTRACT

TO PROVIDE SERVICES ON AN

ANNUAL BASIS

TO

SOUTHERN METHODIST UNIVERSITY

BY

(CONTRACTOR)

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

ARTICLE 1

SERVICES TO BE PROVIDED UNDER THIS CONTRACT

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

ARTICLE 2

TERM

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

ARTICLE 3

CONTRACT SUM AND PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

CONTRACT DOCUMENTS

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

Exhibit	**Title**	**Pages**
A	Statement of Services and RFP Response Proposal	___
B	Insurance Requirements	2
C	Primary Location of Business to Receive Invoices and Payments; Designated Persons to Receive Notices and Authorized to Sign	2

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

ARTICLE 5

RESPONSIBILITIES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

5.10 Contractor shall confine the Services to areas permitted by law, ordinances, permits and this Contract, and shall not unreasonably encumber the area with materials or equipment. In addition, Contractor shall restrict all persons performing any part of the

Services to such areas. Contractor must obtain authorization for parking of vehicles or equipment on SMU property from SMU's Representative. Vehicles and equipment will also conform to all parking regulations of SMU as directed by SMU's Police Department.

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

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

5.13 INDEMNIFICATION

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

(i) CONTRACTOR'S BREACH OF THIS CONTRACT;

(ii) ANY CLAIM ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON, OR TO INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PROPERTY;

(iii) ANY LIEN CLAIM OR NOTICE OF LIEN CLAIM ASSERTED BY ANY SUBCONTRACTOR, SUB-SUBCONTRACTOR, SUPPLIER OR EQUIPMENT PROVIDER OF ANY TIER WHO PROVIDES LABOR, MATERIALS OR EQUIPMENT TO THE PROJECT TO CARRY OUT ANY OF THE SERVICES PROVIDED IN THIS CONTRACT, TO THE EXTENT CONTRACTOR HAS BEEN PAID FOR THE SERVICES; OR

(iv) THE ACT OR OMISSION OF CONTRACTOR, A SUBCONTRACTOR, SUB-SUBCONTRACTOR, SUPPLIER, OR ANY OTHER PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY SUCH PARTIES OR FOR WHOSE ACTS OR OMISSIONS THEY MAY BE LIABLE.

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

<u>(b) INDEMNITY – EMPLOYEE INJURY CLAIMS; INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS</u>. 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, <u>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.</u>

(c) The indemnification of this Section 5.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The obligations of Contractor under this Section 5.13 shall survive the expiration of this Contract.

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

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

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

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

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

ARTICLE 6

MISCELLANEOUS PROVISIONS

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

6.2 Any assignment of this Contract by Contractor, and more specifically assignment to a factoring company, shall be void without the express written consent of the President or a Vice President of SMU. Contractor shall not be relieved of its obligations under this Contract in the event of an authorized assignment. It is agreed that any sale, merger, corporate reorganization, or significant change of ownership of Contractor or any substantial alteration in the nature or character of its business shall constitute a change in Contractor, and it is agreed that continuation of this Contract after such a change shall be considered to be an assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SOUTHERN METHODIST UNIVERSITY

BY:____________

DATE:____________

CONTRACTOR

BY:____________

NAME:____________

TITLE:____________

DATE:____________

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

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

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

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

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

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

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

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

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

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

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

Line of Coverage	Description of Coverage and minimum Limits of Liability	SMU Included as Additional Insured Required
General Liability CG 00 01	**Premises Liability $1,000,000 per occurrence** Personal Injury $1,000,000 Products Liability $1,000,000 Medical Payments $10,000 Sexual Molestation/Assault $50,000 General Aggregate $2,000,000	Yes
Automobile Liability CG 00 01 CA 00 05, ..12, ..20	**Combined Single Limit $1,000,000 (any auto)**	Yes
Workers' Compensation	**Injury/Illness Statutorily required limits** Employer's Liability $1,000,000	N/A

EXHIBIT C
PRIMARY LOCATION OF BUSINESS
TO RECEIVE NOTICES, INVOICES AND PAYMENTS

DESIGNATED PERSONS
TO RECEIVE NOTICES AND AUTHORIZED TO SIGN

<u>PRIMARY LOCATION OF BUSINESS TO RECEIVE NOTICES:</u>

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

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

For Contractor:

For SMU:

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

With a copy to:

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

PRIMARY LOCATION OF BUSINESS TO RECEIVE INVOICES AND PAYMENTS:

Printer must submit invoices to invoices@smu.edu along with supporting documentation including but not limited to packing lists, delivery documents, etc. evidencing that work for which payment is sought has been satisfactorily completed and delivered.

Invoices should be issued with NET30 payment terms according to the payment schedule agreed upon when the work was authorized and approved. SMU pays invoices within 30 days of invoice date unless additional discounts are offered for quicker payment.

Requirements for submitting invoices:

BILLING ADDRESS
SMU – Accounts Payable
invoices@smu.edu
PO Box 750162
Dallas, TX 75275-0162

DESIGNATED PERSONS TO RECEIVE NOTICES AND COMMUNICATIONS:

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

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

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

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

DESIGNATED PERSONS AUTHORIZED TO SIGN:

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

For Contractor:

For SMU:

Directives:

Authorizations, Contracts, Change Orders:

Shannon S. Brown, Director of Purchasing, or
Chris Regis, Vice President for Business and Finance, or
Jay Hartzell, 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.