



Purchasing Department  
PO Box 750416  
Dallas, TX 75275

**REQUEST FOR PROPOSAL**

***RFP Number: SMU-20250319-3***

***RFP for Independent Evaluator for Project  
SCALE-UP for Fraction Face Off***

***All bids in response to this RFP are due before:***

***3:00 PM Central Time on Wednesday, April 2,  
2025***

**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 identify one or more implementation partner entities for SMU's "SCALE UP (Sustainability, Capacity, and Learning Engagement) for Fraction Face Off" Project (Project SCALE UP;). Project SCALE UP has been awarded a grant from the U.S. Department of Education (S411A240014) under the Program Education Innovation and Research. SMU will directly carry out Project SCALE UP activities and partner entities will provide the services indicated below in Section 4 after entering into a Contract for Services to be Performed Agreement ("Agreement") with SMU.

The Agreement term will be for a five-year period based on the grant term and funding availability. The Agreement will provide for monthly reimbursement of allowable incurred costs up to an estimated total or ceiling not to be exceed without prior approval.

SMU will review each proposal submitted and may select multiple providers that are qualified and will meet the needs of the university.

SMU does not guarantee any minimum or maximum amount of compensation during the term of the contract.

### 1.3 RFP Schedule

Issue Request for Proposals	Wednesday, March 19, 2025
Last Day for Questions by 3:00 PM	Tuesday, March 25, 2025
Proposals Due by 3:00 PM	Wednesday, April 2, 2025
Evaluation and Notice of Award	Week of April 7, 2025

### 1.4 Questions and inquiries

All inquiries concerning the RFP should be directed to:

**Harmony Mei, RFP Coordinator**

Email: [harmony@smu.edu](mailto:harmony@smu.edu)

Phone: 214-768-6464

Or

**Shannon Brown, Director of Purchasing**

Email: [shannonbrown@smu.edu](mailto:shannonbrown@smu.edu)

Phone: 214-768-4909

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

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 CDT on or before Wednesday, April 2, 2025.**

Proposal delivery addresses:

Electronic [harmony@smu.edu](mailto:harmony@smu.edu)

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

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

## Section 2

### RFP Proposal Content Requirements

#### 2.1 RFP Content

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

#### 2.2 Entity Information

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

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

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

Provide the Entity's UEID (Unique Entity ID) as registered with SAM.gov (System for Award Management).

#### 2.3 Personnel Contact Information

Provide information on the personnel composition proposed to provide services under this RFP, including point of contact names, positions, responsibilities, curriculum vitae (CV), and a brief description of their experience.

#### 2.4 Acceptance of SMU's Agreement

Please confirm in the RFP response that your Entity has read the Agreement and will be able to execute the Agreement in the current form and to comply, as applicable, with federal laws and regulations.

#### 2.5 Insurance

State insurance your Entity has or will obtain to meet SMU requirements. See the Agreement below for Insurance Requirements as set by SMU's Office of Risk Management. Entities must demonstrate they have insurance that meets SMU requirements.

Submit current COI (Certificate of Insurance) with explanation of the insurances the Entity has and description of its claim history. COI must be approved by SMU's Office of Risk Management.

State if Entity agrees to voluntarily assume all risk of loss, damage, injury to its persons or property and waive all claims or causes of action which results from operations in, on or about SMU except if such loss, damage, or injury is caused by the active negligence or willful misconduct of SMU.

Public research institutions will be allowed to request a waiver of insurance requirements if such insurance requirements are not compatible with their legal exemptions, privileges, and immunities.

## 2.6 Entity's Subcontractor (if applicable) and Partner Entity Information (if applicable)

List the names, addresses, and contact information of any subcontractors that the Entity will utilize, if any, on this account. State what services they will provide, if any. For the purposes of this RFP, a subcontractor is a vendor performing services for the Entity submitting a proposal.

List the name, address, and contact information of Partner Entity, if any.

## Section 3

### Evaluation Criteria for Award

#### 3.1 Evaluation Information

SMU will utilize a selection committee for the evaluation of the RFP. Generally, the selection committee consists of 3-4 individuals who have a direct interest in the award of this contract.

The selection committee will ensure that the Entity/entities with the best overall value to SMU will be selected. The selection committee shall be the sole judge of the comparative evaluation of the bids received. The decision of the selection committee will be final. Southern Methodist University reserves the right to reject any and all bids.

The selection 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 Evaluation Criteria outlined herein.

#### 3.2 Evaluation Criteria

SMU will utilize a selection committee to ensure that the Entity/entities with the best overall proposal and ability to meet the requirements is selected. The evaluation criteria are listed in no particular order of importance. SMU at its sole discretion may choose to award part or all of the scope of work contained in this RFP to single or multiple entities. Furthermore, SMU does not guarantee that any actual Agreement will ensue as a result of the RFP and its evaluation process.

SMU intends to award contracts based on perceived best value as determined by a review including, but not limited, to the following factors:

- Entity's plan to meet requirements as outlined in the **Statement of Work.**
- Entity's comprehensive responses to the **Proposal Content Requirements.**
- Quality of the proposal, responsiveness to requirements and adequacy of information provided.
- Financial proposal and financial strength of the Entity.
- Key personnel who will service this account.
- Acceptance of SMU's Agreement.
- Insurance coverage that meets SMU requirements.
- Industry experience, references, compliance history.

Entities submitting proposals should bear in mind the competitive nature of the proposal process and the fact that SMU will be looking for proposals that offer the best advantage to SMU and should draft their proposal accordingly. Note that pricing is only one component of the overall basis of selection.

## Section 4

### Requirements and Statement of Work

SMU is seeking an Entity who will support our ability to implement Project SCALE-UP requirements at a national level through crowd sourcing technologies.

The Entity will:

- Have an established record of evaluating intervention research with students with disabilities in general and special education contexts.
- Have experience conducting evaluations of Expansion Phase grants awarded under the Education Innovation and Research (EIR) competition.
- Have extensive experience designing evaluation plans to examine treatment effects. Evaluation plan will demonstrate appropriate controls and analytic approaches to meet project needs, and conform to What Works Clearinghouse standards.
- Have extensive experience conducting randomization of sites to treatment conditions.
- Have extensive experience collecting quantitative and qualitative data, including school records, teacher surveys, student assessments, and implementation data.
- Have extensive experience conducting cost analyses.
- Have extensive experience analyzing quantitative data including confirmatory, exploratory, and psychometric analyses.
- Have extensive experience writing reports on project findings, and will have a plan for submitting annual reports to meet funding agency's requirements.
- Have personnel with extensive experience conducting research in special education as evidenced by a strong record of funded research, publications in nationally recognized journals, and presentations at professional organizations.
- Have personnel who can participate in regular and ongoing communications with the Project Team, including attend in-person meetings at SMU.
- Have a detailed plan for implementing Project SCALE-UP requirements across the five years of the grant.
- Agree to adhere to SMU's institutional review board (IRB) procedures for the treatment of human subjects.

Each Entity must complete the proposed pricing table below.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Faculty						
Other Personnel						
Fringe Benefits						
Equipment						
Supplies & Services						
Travel						
Participant Support Costs						
Other Direct Costs						
Total Direct Costs						
Modified Total Direct Costs						
Entity F&A Rate						
Total Costs						



## CONTRACT FOR SERVICES TO BE PERFORMED

This Contract for Services to be Performed ("Contract") is made and entered into by and between **SOUTHERN METHODIST UNIVERSITY** ("SMU"), a Texas nonprofit corporation, 6425 Boaz Lane, Dallas, TX 75205 and \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ (Contractor address), effective as of the latest date set forth on the signature page to this Contract. SMU and Contractor agree as follows:

### I. SERVICES

- A. It is the desire of SMU for the Contractor to perform, and the Contractor agrees to perform the work described in Articles I and II, Schedule A (the "Services") during the term set forth in Article II, Schedule A. SMU agrees to compensate the Contractor at the rate and in the manner specified in Article III, Schedule A. Article IV, Schedule A provides information about the Contractor and SMU's Principal Investigator. Article V, Schedule A describes the qualifications of the Contractor to perform the Services.
- B. The relationship of Contractor to SMU shall at all times be that of an independent contractor, and Contractor shall at no time be an employee of SMU. It is mutually agreed that this Contract is not intended to create a partnership or joint venture. Subject to the specifications for assignments made by SMU's Principal Investigator, Contractor shall control the methods and means by which s/he completes her/his assignments. As an independent contractor, Contractor understands and agrees that s/he will not be entitled to any benefits generally available to SMU employees.
- C. SMU will pay all invoices at the rate specified in Article III, Schedule A. Each invoice shall be due and payable by SMU thirty (30) days after satisfactory completion of Services and acceptance and approval of the Services and of such invoice by SMU. SMU will report payments made pursuant to this Contract as required by the Internal Revenue Service including but not limited to filing of Form 1099 as appropriate.
- D. Contractor warrants to SMU that the Services will be performed in accord with the highest appropriate professional and/or industry standard and that they will conform to the requirements of this Contract. 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. Contractor will correct any defect in the Services at no cost to SMU.
- E. (1) All work product developed by Contractor under this Contract shall be considered works made for hire by Contractor for SMU and all intellectual property developed pursuant to this Contract shall be owned by SMU. To the extent that any such work product, by operation of law, may not be considered a work made for hire, Contractor agrees to assign, and, upon creation of work product, hereby automatically assigns to SMU ownership of all intellectual property rights to such work product including, without limitation, all trade secrets, patents, copyrights, trademarks, know-how and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all renewals thereof, and agrees to waive any moral rights in such work product. From time to time upon SMU's request, Contractor shall confirm such assignment and waiver by execution and delivery of such assignments, confirmation of assignments, or other written instruments as SMU may request.

If SMU is unable for any reason whatsoever to secure Contractor's signature to any such written instruments, Contractor irrevocably designates and appoints SMU and any of its authorized signatories as Contractor's attorney-in-fact to act for and in its behalf and to execute and file any such written instrument in furtherance of the protection and enforcement of such intellectual property rights, with the same legal force and effect as if executed by Contractor.

(2) Should Contractor wish to incorporate into the work product pre-existing materials of Contractor's creation to which Contractor holds the copyright, Contractor agrees to clearly identify and disclose such pre-existing materials to SMU and hereby grants SMU a non-exclusive, transferable and royalty-free license to exercise all intellectual property rights in such material. Contractor warrants to SMU that the material produced will contain no third party copyrighted material, or that approvals have been obtained (in writing), or royalties paid, for any such copyrighted materials (e.g., articles, readers, photographs, artworks, etc.). Contractor further warrants that any software or content it provides as part of the Services will not infringe upon any proprietary right or copyright of others, and will not be libelous, slanderous or in violation of any other right of any person or party.

(3) Right to Use Name – Contractor agrees that SMU may use Contractor's name and likeness in association with the work product that Contractor develops under this Contract.

**F. INDEMNIFICATION.**

(1) **EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF AN INDEMNIFIED PARTY (AS HEREIN DEFINED), CONTRACTOR SHALL INDEMNIFY AND DEFEND (WITH COUNSEL ACCEPTABLE TO SMU) 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"), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATING TO CONTRACTOR'S PERFORMANCE OF THE SERVICES HEREUNDER OR CONTRACTOR'S BREACH OF THIS CONTRACT;**

(2) **IN ADDITION TO THE INDEMNIFICATION PROVIDED IN PARAGRAPH F(1), CONTRACTOR SHALL INDEMNIFY AND DEFEND (WITH COUNSEL ACCEPTABLE TO SMU) EACH INDEMNIFIED PARTY FROM AND AGAINST ANY CLAIM THAT ANY MATERIALS CONTRACTOR PRODUCES FOR OR USES AT SMU INFRINGE ON THE COPYRIGHT, TRADEMARK, SERVICE MARK, OR TRADE NAME OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY, OR PLAGIARIZE THE WORK OF A THIRD PARTY, IT BEING THE EXPRESSED INTENT OF SMU AND CONTRACTOR THAT CONTRACTOR IS TO INDEMNIFY AND DEFEND 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; AND**

(3) The indemnification of this Paragraph F 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 Paragraph F shall survive the expiration of this Contract.

G. 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 A and incorporated herein by reference.

- H. In his/her performance of this Contract, Contractor warrants that s/he 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 s/he 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.**
- I. Contractor will not subcontract his/her services to any other person without the prior written consent of SMU. All subcontracts shall bind subcontractors to the provisions of this Contract.
- J. 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.
- K. (i) Contractor covenants that it will secure its information technology systems with commercially appropriate security measures in accordance with the highest industry standards. Any data transmitted over any network or other information technology system must be encrypted with commercially appropriate security measures in accordance with the highest industry standards. Contractor shall report in writing to SMU any unauthorized use or disclosure of confidential information or other security breach within five (5) business days after Contractor learns of such use or disclosure or security breach. Contractor acknowledges that if a third party obtains unauthorized access to Contractor's systems or to SMU's systems or otherwise as a result of an action or omission of Contractor obtains access to information pertaining to SMU or to its trustees, officers, employees, students, volunteers, donors, alumni, guests, tenants, agents or others affiliated with SMU, then that shall be considered a material breach of this Contract. Upon such breach, in addition to any other remedies available to SMU at law or in equity, without limitation of the foregoing, Contractor shall pay all costs of notifying system users of such security breach and of credit watch services (or, if directed by SMU, Contractor will perform such notifications of system users and will arrange for credit watch services for such users) and SMU may terminate the Contract immediately without further obligation to make payments for services not theretofore delivered, and will receive a refund of any prepaid fees for the period following the date of termination.
- (ii) If computer hardware and other equipment is used in the performance of this Contract, Contractor will use all security measures necessary to insure that SMU data is not copied or otherwise compromised. At the time this Contract is terminated, SMU data must be promptly returned to SMU in usable form as directed by SMU and all equipment used to copy or scan SMU materials or otherwise containing SMU data must be erased according to U.S. Department of Defense standard 5220.22-M and overwritten to guarantee that all hard drive space contains no SMU data. Contractor shall provide to SMU's Chief Information Officer evidence to confirm that all appropriate security measures required by this Contract and by good industry practices have been taken to ensure that SMU's data is protected.

- L. Contractor shall not work on the SMU campus nor perform off campus services involving SMU's information technology systems or allowing access to financial or personnel information if Contractor 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, 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. 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. At SMU's request, Contractor shall provide appropriate documentation demonstrating compliance with the requirements of this Paragraph.
- M. 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.

## II. ADDITIONAL REQUIREMENTS FOR ON-CAMPUS SERVICES

- A. 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.
- B. 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.
- C. 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.

## III. MISCELLANEOUS

- A. 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.

- B. 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.
- C. By signing this Agreement, Contractor certifies that it is not delinquent on any federal debt, and it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any United States governmental department or agency.
- D. To the extent applicable, Contractor agrees to comply with Texas Education Code, Section 51.976, mandating 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, to 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's employees who will have contact with minors enrolled in a campus program for minors on the SMU campus.
- E. 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.
- F. This Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understandings, oral or written, between the parties relating to the subject matter of this Contract. This Contract may not be modified except by mutual written agreement of the parties executed subsequent to the execution of this Contract. Terms and conditions submitted by Contractor with a proposal, an invoice or otherwise are not incorporated in this Contract.

**SOUTHERN METHODIST UNIVERSITY**

**CONTRACTOR**

Sukumaran Nair

Name:

Vice Provost for Research and Chief Innovation Officer

## **SCHEDULE A**

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### ARTICLE I: STATEMENT OF WORK

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### ARTICLE II: SCHEDULE OF PERFORMANCE

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### ARTICLE III: COMPENSATION

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ARTICLE IV: PERSONNEL

**CONTRACTOR:**

ADDRESS:

TELEPHONE:

EMAIL:

**SMU PI:**

ADDRESS:

TELEPHONE:

EMAIL:

with a copy to:

Paul Ward  
Vice President for Legal Affairs and Government Relations  
Southern Methodist University, P.O. Box 750132, Dallas, Texas 75275-0132 Email: [ola@smu.edu](mailto:ola@smu.edu)

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ARTICLE V - QUALIFICATIONS

Insert a resume or C.V.

Document will automatically insert after the last page of the agreement.

## **EXHIBIT A**

### **Southern Methodist University**

#### **Office of Risk Management**

#### **Insurance Requirements for Independent Contractors as of 5/16/22**

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, Contractors, 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. Contractor agrees to allow SMU to review all applicable insurance policies upon request.
9. Contractor is responsible for maintaining its own insurance coverage on its personal property.
10. SMU may, in its sole discretion, allow Contractor to self-insure (such as a self-insured rider on a home-owner's policy) the required insurance. In the event SMU allows such self-insurance, Contractor will not be required to submit a Certificate of Insurance but will act as the insurer and protect SMU as if the required insurance coverage and limits were purchased and maintained, including but not limited to, additional insured coverage on a primary and noncontributory basis,



waiver of subrogation, broad-form indemnification in support of Contractor's indemnification required by the Contract.

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  
[riskmanagement@smu.edu](mailto: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](mailto: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	<div>Bodily Injury and Property Damage \$1,000,000 per occurrence</div> <div>Personal Injury \$1,000,000</div> <div>Products Liability \$1,000,000</div> <div>Medical Payments \$10,000</div> <div>Sexual Molestation/Assault \$50,000</div> <div>General Aggregate \$2,000,000</div>	Yes
Automobile Liability CG 00 01 CA 00 05, ..12, ..20	Combined Single Limit \$1,000,000 (any auto)	Yes
Workers' Compensation	<div>Injury/Illness Statutorily required limits</div> <div>Employer's Liability \$1,000,000</div>	N/A
<b>Other coverages that may be required based on the goods, services, or activities of the Contractor</b>		
Professional Liability	<div>covering all professional services rendered by Contractor and intellectual property infringement \$1,000,000 per claim/occurrence</div>	Yes
Cyber Liability	<div>Breach, Privacy, Virus, Security \$1,000,000 per claim/occurrence</div> <div>\$2,000,000 aggregate</div>	Yes
Crime/Fidelity	<div>Embezzlement, Fraud, Theft \$1,000,000 per occurrence</div> <div>\$2,000,000 aggregate</div>	Yes