



Purchasing Department
P.O. Box 750416
Dallas, Texas 75275

REQUEST FOR PROPOSAL

RFP Number: SMU – BC2.2022 – PEST CONTROL SERVICES

Pest Control Services

All Bids in Response to this RFP are Due Before:

MARCH 30, 2022 @ 3:00 PM CST

Section I Introduction

1.1 Background

As a private, tax-exempt university enriched by its United Methodist heritage and partnership with the Dallas-Fort Worth area, SMU seeks to enhance the intellectual, cultural, technological, ethical, and social development of a diverse student body. SMU offers undergraduate programs centered on the liberal arts and excellent graduate, professional, and continuing education programs. The SMU experience also includes accessible faculty in small classes and abundant opportunities for research experience, international study, leadership development, and service and internship opportunities beyond campus – all with the goal of preparing students to become contributing citizens and leaders for our state, nation and world.

SMU has approximately 11,000 students studying in seven degree-granting schools: Cox School of Business, Dedman College of Humanities and Sciences, Meadows School of the Arts, Bobby B. Lyle School of Engineering, Dedman School of Law, Annette Caldwell Simmons School of Education and Human Development, and Perkins School of Theology.

Founded in 1911 by what is now The United Methodist Church, SMU is nonsectarian in its teaching and committed to academic freedom and open inquiry. SMU 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 of Request for Proposal

This Request for Proposal (“RFP”) is being issued to solicit prices for the described pest control needs of Southern Methodist University and to enter a contract for services for an initial three (3) year period with the option to renew for two (2) additional one (1) year periods.

1.3 Description of Work

The scope of this work is to provide comprehensive pest control services for Southern Methodist University. The work includes buildings on the Main Campus and East Campus, as well as several University-owned properties that are leased to private tenants.

The selected contractor shall furnish all insurance, permits, licenses, management, personnel, labor, service, supervision, technicians, materials, supplies, equipment, tools, chemicals including insecticides, pesticides, rodenticides, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance, personal protective equipment and clothing, documentation, reports, pay all taxes, insurance, benefits, fees, per diems, fuel surcharges, shipping, transportation, parking and other ancillary fees, tolls, travel time, freight, and all over overhead costs including incidentals, necessary to perform the scope of work and services as described herein.

The selected contractor shall provide general exterior and interior pest control of roaches, ants, crawling and flying insects, rats, mice, silverfish, scorpions, crickets, spiders, pill bugs, ectoparasites, snakes and all vertebrae pests such as raccoons, and skunks.

In order to maintain SMU effectively, the contractor will need to have a technician on site Monday through Friday from 8:00 a.m. to 5:00 p.m. Please refer to Exhibit I for specific SMU building locations and desired spray schedules.

1.4 Schedule

The schedule for this RFP is as follows:

Issue Request for Proposal	March 03, 2022
Last Date for Written Questions	March 11, 2022
SMU Responses to Questions provided on or before	March 17, 2022
Closing Date at 3:00 pm	March 30, 2022
Evaluation and Award	Week of April 6, 2022
Commencement of Services	June 1, 2022

1.5 Questions and Inquiries

All inquiries concerning the RFP should be directed to:

Brian Cook, RFP Coordinator
SMU - Purchasing
Email: brianc@smu.edu
Phone: 214-768-0099

Questions should be submitted in writing via email. Written questions should be directly tied to the RFP and should be asked in consecutive order, following the organization of the RFP and referencing the RFP section. General questions will be shared with all those firms participating in the process.

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

1.6 Submission of Bids

Each interested bidder will be required to submit the information requested in Sections II, III, and IV as well as detailed pricing in Exhibit I.

Proposals should be submitted virtually via email to: brianc@smu.edu

Bids or modification of bids received after the final date to submit bids listed in Section 1.4 may not be considered. Bids submitted in response to this RFP shall be valid for (90) days from the closing date. SMU is not liable for any expense incurred by providers in the preparation of responses to this RFP

1.6 Publicity

No announcement concerning the negotiation or awarding of a contract as a result of the RFP shall be made by provider without the prior written consent of SMU. Provider shall not use in their external advertising, marketing programs, or other promotional efforts any data, pictures or other representations of SMU without prior written consent of Southern Methodist University.

1.7 Insurance Provisions and Indemnification

The selected contractor must have in full force and affect during the term of any agreement the types and amounts of insurance defined in Exhibit II of this documentation. Further, any awarded party shall require all subcontractors, if sub-contractors are permitted, to carry identical insurance coverage, limits of liability and provisions. The selected party shall submit Certificates of Insurance in duplicate to SMU with in one week after receipt of the notice of award. SMU reserves the right to change insurance requirements at any point during this RFP.

1.8 Anti-Lobbying Provision

Contractors, including their agents and representatives and sub-consultants, shall not undertake any activities or actions to promote or advertise their proposal to any member of the Board of Trustees of SMU, or SMU staff or faculty except in the course of SMU-sponsored inquiries, briefings, interviews or presentations.

Section II Requirements/Specifications

2.1 Experience and Qualifications

Selected contractor shall:

- 2.12.1 Have been engaged in the business of providing commercial structural pest control service for a minimum of three (3) years within the last five (5) years. All technicians shall have at least (2) years of pest control experience.
- 2.12.2 Have a current business license from the Texas Structural Pest Control Board.
- 2.12.3 Be a Certified Commercial Applicator for pest control service in accordance with TAC 22, Pt. 25, §593.1
- 2.12.4 Provide documentation of applicable license, certification, and/or Commercial Certified Applicator, and Licensed Commercial Technician when requested by University. University reserves the right to request documentation at any time during the service period.
- 2.1.5. Shall maintain a local (DFW Metroplex) office with personnel, equipment and supplies to provide local professional services for performance of this Agreement. Travel distance and response time will not excuse the Contractor from completing scheduled work within set specific time frames.

2.2 References

Contractor shall submit a minimum of three (3) commercial customer references for which Contractor has performed similar scope of services (size and complexity) that verify the qualifications and experience requirements for services completed within the past twenty-four (24) months. The commercial customer references shall illustrate Contractor's ability to provide the services as outlined in the specifications. The reference information shall include: company names, point of contact name, telephone numbers, e-mail address, type of facility (i.e. office, warehouse, jails, etc.), type of services performed and dates.

2.3 Emergency "On-Call" Service

The selected contractor shall provide "on call" service for emergency situations. Normally, the contractor will be responsible for checking a daily complaint log book located in Suite 120 in Dawson Service Center. However, emergency service may be requested for health threatening situations or problems which render all or part of the building unusable, e.g. presence of venomous insects, massive cricket infestations, etc. Emergency calls shall be responded to within eight (8) hours (regular service requests shall be responded to within twenty-four (24) hours). Emergency on-call service will be considered part of the service and should be provided at no additional cost.

2.4 Orientation of Personnel

SMU will assist in the initial orientation of the selected contractor's personnel. After such orientation, the successful bidder will be responsible to train any new personnel on items such as, but not limited to, location of buildings, SMU procedures and any other knowledge to adequately perform desired service.

2.5 Pest Control Plan

Within ten (10) days after contract execution, the selected contractor will be required to provide a pest control plan. The plan needs to include, but is not limited to, label data and SDS on all chemicals used. The plan must also list the brand names of all pest control devices or equipment used such as bait boxes, trapping devices and pest surveillance and detection units. All bait boxes and trapping device locations must be on spreadsheet or map to provide exact location of these devices.

2.6 Record Keeping

The contractor shall be responsible for maintaining a pest control log book or file for each location being treated. These records shall be kept on University property and maintained on each visit by the contractor. The log book must contain the following, at a minimum:

- SDS for each chemical used
- Service and complaint logs
- Copies of Service Report Forms

2.7 Posting Notices

The selected contractor shall fulfill all obligations with regard to posting as required by the Texas Structural Pest Control Board. The selected contractor will be responsible to post, in a prominent location, pest control signs in fulfillment of obligations under all federal and state applicable laws and regulations.

2.8 Health and Safety

The selected contractor shall observe all safety precautions and shall assume full responsibility and liability for the compliance of all applicable laws and regulations pertaining to the health and safety of the personnel during the execution of work. The selected contractor shall hold the University harmless for any action on the selected contractor's part or that of its employees that results in illness, injury or death to anyone.

2.9 Uniform & Protective Clothing

- 2.9.1 Contractor personnel shall wear an identification tag or uniform with the company name visible at all times while on University property. All vehicles shall be clearly identified with the full name of the Contractor's firm.
- 2.9.2 The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administrative (OSHA) standards for the products being used.
- 2.9.3 Contractor personnel shall carry a phone or other type of communication device while on University property.

2.10 Vehicles

Vehicles used by the selected contractor shall be identified in accordance with the state and local regulations and shall be operated in a safe manner on University property. Vehicles must meet Texas Department of Transportation requirements. Actual travel time to and from the job work location shall be included in the service rate.

2.11 Licensing

- 2.11.1 While contracted to SMU, the selected contractor must maintain a current business license issued by the Structural Pest Control Board. In addition, all selected contractor personnel providing on-site pest control service must maintain a license as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the University. A copy of these licenses shall be kept in log book located in Dawson Service Center Suite 120.
- 2.11.2 Contractor shall furnish a current and valid copy of Texas State Applicators License with the proposal for all personnel directly involved with pesticide application at any University site. In the event that the license expires during the term of the Agreement, it will be the Contractor's responsibility to provide the University with a copy of the updated license within fifteen (15) days of renewal. Failure to provide this information will be grounds for immediate contract termination.
- 2.11.3 Contractor, at time of bid submittal and throughout the term of the contract, shall possess the correct occupational and/or professional licenses necessary to carry out and perform the work required pursuant to all applicable Federal, State and Local laws, statutes, ordinances, rules, and regulations.

2.12 Schedule Coordination

Contractor shall meet with the designated Project Coordinator and/or University representative at a location to be determined for the University to review and approve in writing a proposed schedule (subject to University final approval) for the pest control service prior to the Contractor beginning work. The schedule shall be strictly adhered to unless the Contractor provides a written request and receives prior approval from the designated Project Coordinator and/or University representative to change the schedule. Special circumstances due to the University's operational requirements may require a minor change in scheduled times or dates that shall be performed at no additional cost to the University. Revisions may be made by mutual consent, but shall be confirmed in writing by the Contractor with the revision made to the service schedule.

2.13 Use of Pesticides

The selected contractor shall be responsible for application of pesticides according to the label. All pesticides used by the selected contractor must be registered with the United States Environmental Protection Agency (EPA) and by the State of Texas. The transporting, handling and use of all pesticides shall be accordance with the manufacturer's instructions and with all applicable, federal, state and local laws and regulation.

Portable vacuums rather than pesticide sprays shall be used for initial clean out of cockroach infestation, swarming termites and for the control of spiders in webs whenever appropriate. Trapping devices rather than pesticides shall be used for indoor fly control whenever possible.

Pesticide applications shall be according to need and by schedule. As a general rule, application of pesticides in any inside or outside area should not occur unless visual inspection of monitoring devices indicates the presence of pests in the area. Preventative pesticide treatments of areas where surveillance indicates a potential insect or rodent infestation is acceptable on a case by case basis, as approved by the designated SMU representative.

When it is determined that a pesticide must be used in an order to obtain adequate control, the contractor shall employ the least hazardous material, most precise application techniques and the minimum quantity of pesticide necessary to achieve control.

When selecting pesticide products, the highest priority shall be given to use products on the Green and Yellow Lists, in that order, according to the criteria established in the most recent Structural Pest Control Board definition of these products.

Containerized and other type of crack and crevice applied bait formulations, rather than sprays, shall be used for ants and cockroaches whenever possible. As a general rule, liquid aerosol or dust formulations shall be applied only as crack or crevice treatments with application devices specifically designed and modified for this purpose.

The application of liquid, aerosol or dust pesticides to exposed surfaces shall be restricted to unique situations when no alternant measures are practical.

The selected contractor shall obtain the approval of the designated SMU representative prior to any application of pesticide liquids, aerosols or dust to exposed surfaces or any spray treatment. The selected contractor shall take all necessary precautions to ensure student and staff safety as well as to ensure the containment of the pesticide to the site of the application.

The selected contractor shall not store or dispose of any pesticide on University property.

The selected contractor shall not sell, share or make available any pesticide product to any non-licensed employee or student of the University.

2.14 Subcontracting

The selected contractor shall not employ any subcontractor(s) to perform work without prior written consent of SMU.

2.15 Invoicing

The selected vendor will provide a monthly detailed invoice for all services performed. The monthly invoice shall be delivered to:

Office of Facilities Planning and Management

Attn: Jovana Watts, Business Operations Coordinator

P.O. Box 750510 Dallas, TX 75275-0510

Invoices should also be sent virtually to: invoices@smu.edu

2.16 Service Hours

- 2.16.1 All pest control services shall be performed during normal business hours, Monday through Friday, 8:00 a.m. - 5:00 p.m., excluding University holidays, according to the approved service schedule. The selected vendor shall ensure there is a technician on site 5 days a week (Monday – Friday) between 8:00 AM – 5:00 PM. There will be occasions designated as EMERGENCY status in which these days/hours may change. Any changes to the service schedule must be approved in advance by the University Project Coordinator. The calendar for the University can be found at this link for the 2022-2023 academic year: [Academic Year 2022-2023 - SMU Enrollment Services](#)
- 2.16.2 Contractor shall provide a toll-free or local telephone number answered by a local office during normal business hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. If the person being called is not available at time of call, a return call shall be made in a reasonable period of time, normally within one (1) hour after notification. A twenty-four (24) hour telephone number must be provided for emergencies. Such number will only be called in emergency type situations.
- 2.16.3 Contractor shall provide a 24 hour notice regarding Change of employee due to scheduled time off, and a 2 hour notice in advance due to Illness.

2.17 Quality Control

The Contractor shall maintain a Quality Control program for all work outlined in this scope of work. The Contractor's completed records and data pertinent to the Quality Control program shall be made available to the University.

2.18 Security Background Checks

The University reserves the right to perform security background checks on all contractor employees and staff and sub-contractor employees and staff providing services under this contract

2.19 Safety Requirements

Contractor shall:

- 2.19.1 Provide their personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to: wearing eye protection when required, safety shoes, etc. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- 2.19.2 Provide all chemicals and devices, which shall be the appropriate type and amount in performance of the service. Reduced impact products should be used, with an emphasis on control from building exterior. (Bid submittal must include a listing and description of specific products proposed for use, with application rates, and application methods. Any changes to products, formulations and rates, during the Agreement period, must be communicated in writing to University).
- 2.19.3 Not store or leave any chemicals or compounds unattended and not under lock and key while on University premises, unless used in the direct treatment or prevention of a specific pest problem.

- 2.19.4 Prior to beginning work, thoroughly examine and become familiar with the facilities to ensure the service can be completed in an orderly, timely or as scheduled, and safe manner.
- 2.19.5 Maintain a safe work environment at all times and report immediately to the designated Project Coordinator and/or University representative the existence of unsafe condition(s), which will compromise the safety of personnel or completion of the service.

The Contractor shall observe all safety precautions throughout the performance of this contract, and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold University harmless for any action on its part or that of its employees that results in illness, injury, or death.

2.20 Missed Services

In the event the selected vendor fails to service a facility in accordance with the scheduled frequency, the University reserves the right to automatically reduce payment for that services from the invoice. If the missed services were the result of an action performed by the University, the selected vendor will not be responsible for the missed services and payment will not be withheld. Continued failure to service in accordance with the schedule may result in termination of the contract.

2.21 Work Area

The selected vendor shall leave the work area clean and free of materials, debris, and equipment to the satisfaction of the University. The selected vendor shall remove from the premises and properly dispose of all chemical containers and packaging used in the performance of services and dispose of dead rodents and pest in strict accordance with all applicable federal, state, and local laws and regulations.

Section III Description of Services

- 3.1 Contractor shall provide comprehensive pest treatment services to locations owned, leased or operated by University. In addition, the University may request miscellaneous services on an as needed bases through the Office of Facilities Planning and Management.
- 3.2. The actual service shall be performed by a Certified Pest Control Technician licensed by the Texas Department of Agriculture.
- 3.3. Contractor shall perform weekly and monthly basic pest control service which includes inspection of the various facilities, identification of infestations and control measures at 7 and 30-day intervals to prevent, control, or eliminate infestations. Contractor shall have a sufficient number of technicians to adequately perform services in all buildings in accordance with the schedule. The University will be the sole judge as to acceptable completion times and University's approval of the service schedule will reflect acceptable service.
- 3.4. Contractor will provide interior and exterior barrier type pest control services to all University locations (building, facility and/or complex) covered under this solicitation. The entire location will be serviced, unless specifically noted. The service areas shall include, but not limited to, all work areas, offices, storage areas, mechanical room and areas, restrooms, entries, break rooms, courtyards, expansion, weep holes, and walkways. Service treatments are to include indoor treatment as well barrier treatments.
- 3.5. Contractor shall provide basic pest control and prevention treatment (including fogging, when requested) services to control all rodents and crawling insects including, but not limited to: roaches, hopping insects (i.e. fleas and crickets), fire and pharaoh ants, silverfish, scorpions, spiders, crickets, arachnids, paper mites, crabs, gnats, psodids, wasps, hornets, Norway and roof rats and mice in all areas including but not limited to, all common areas, food preparation and serving areas, restrooms, corridors, private offices, storage, mechanical rooms, and stairways, outside perimeter of buildings, floors, doors, foundation, offices, restroom facilities and lunchroom areas, and garages.

- 3.6 Basic pest control and prevention treatment services will be performed regularly as outlined in the frequency schedule for each location as identified in the specifications. All dead or dying rodents shall be removed and disposed of by the Contractor.

Basic pest control and prevention treatment services do not include services for termites, carpenter ants, wood destroying insects, bed bugs, bird control such as hot foot, snakes, bees/hornets, animal trapping, mosquitos and other pests. These services may be requested by the University, through the Office of Facilities Planning and Management, on an as needed basis.

In addition to the Base Services described above, the University, from time to time, may request miscellaneous services to address specific treatment needs. These miscellaneous services include, but are not limited to, removal of dead animals, hot foot treatment for birds, bed bug treatment, flea treatment, snake eradication, and/or live animal control. Contractor shall provide pricing for these services as outlined in Section IV – Pricing. University makes no guarantee as to the frequency of requests for these services.

- 3.7 When and if fogging, or any other type treatment that would tend to make an area uninhabitable for any given time, is deemed necessary a mutually agreed upon date for such operation must be established at five (5) days prior to its use.
- 3.8 Interior and exterior treatment shall include the placement of rat or rodent control bait in and around the building as required. As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of view and in the protected areas as not to be affected by routine cleaning and other daily activities. Trapping devices shall be checked on a schedule approved by the designated SMU representative. Trapping shall not be performed during the periods when maintenance will be delayed by holidays, weekends, etc. The selected contractor shall be responsible for disposing of all trapped rodents and carcasses in an appropriate and timely manner. In circumstances when rodenticides are deemed essential to adequate control inside an occupied building, the selected contractor shall obtain the approval of the designated SMU representative prior to making any interior rodenticide treatment. All rodenticide, regardless of packing, shall be placed in locations inaccessible to children, pets, wildlife and domestic animals.

Each building on campus should house a bait box, and additional bait boxing servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The contractor shall adhere to the following rules:

- All bait boxes shall be placed out of general view and in locations where they will not be disturbed by routine operations.
- All bait box lids shall be securely locked or fastened shut.
- All bait boxes shall be securely attached or anchored to the floor, ground, wall or other surface so that the box cannot be picked up or moved.
- Bait shall always be placed in the baffle-protected feeding chambers of the box and never in the runway of the box.
- All bait boxes shall be labeled with the contractor's business name
- University Coordinator shall have a key to all bait boxes on campus

- 3.9 Mechanical traps and/or glue boards shall be used for the control of mice and rats in any food preparation area.
- 3.10 All floors of multi-story and single story buildings shall be treated and completed on the same day. Service for weekly or monthly treatments shall be performed on the same day as monthly treatments when in the same building.
- 3.11 Treatment shall be guaranteed for thirty (30) calendar days following the initial service, and call back visits between services to correct a problem, shall be performed at no additional charge within twenty-four (24) hours of notification. Failure to appear within 24 hours will be considered a violation of the contract and can lead to and include termination of the contract.
- 3.12 Emergency services- On occasion the Contractor may be requested to perform corrective or emergency service(s) that are beyond the routine requests. The Contractor shall respond to these exceptional

circumstances and begin the necessary work within four (4) hours after receipt of the request. A twenty-four (24) hour telephone number(s) shall be provided so facility personnel can contact the Contractor in the event of suspected or actual emergency involving pest infestation.

- 3.13 Special Service Due to Infestation: Special service to address re-infestations shall be provided during or after regular business hours, as requested by University. The Contractor shall respond to these exceptional circumstances and complete the necessary work within three (3) working days after receipt of the request. In the event that such services cannot be completed within three working day, the Contractor shall immediately notify University Coordinator and indicate an anticipated completion date.
- 3.14 Emergency Service Due to Re-infestation: Emergency services due to re-infestation is defined as only those services which University considers to be hazardous or detrimental to the general public and employees health or negatively affect University operations, shall be provided under the regular monthly service at no additional cost to University
 - 3.14.1 Contractor shall respond to requests for emergency service and be on-site within four hours of notification by University when the request is made between the hours of 8:00 a.m. and 5:00 p.m.
 - 3.14.2 Emergency service will only be requested when the above definition is met; otherwise, the re-infestation will be requested as a special service.
- 3.15 Contractor shall post public notices and warning signs in the immediate area to be treated before or prior to any application of any chemicals at each location. Warning signs must indicate the type of product and date of application. Postings must meet all Federal, Texas Structural Pest Control Board and local requirements.
- 3.16 Contractor shall submit to University a list of all products to be used for pest control giving the following:
 - 3.16.1 Safety Data Sheets for all products and chemicals, including Chemical Abstract Service (CAS) number. It is also the Vendors' responsibility to provide any updates or revisions of SDS, as they may become available for any products sold and delivered to University.
 - 3.16.2 Rate of application recommended by manufacturer
 - 3.16.3 Type of pest controlled.
- 3.17 If the Contractor methods fail to provide desired results, University will request a change of chemicals/compounds/application to more aggressively deal with pest/insect problems.
- 3.18 Products and equipment used shall be approved for domestic pest control use and shall have a current Environmental Protection Agency (EPA) registration number.
- 3.19 All chemicals and pesticides used must comply with the latest Local, State and Federal Environmental Protection Agency standards governing the health and safety of humans and animals. Where necessary, the Contractor shall use low hazard, low odor, and/or high residual products.
- 3.20 The chemicals used must not leave a visible residue on the furniture, baseboards, walls, etc. in any occupied areas of the buildings.
- 3.21 Inspections of Buildings/Facilities: Contractor shall:
 - 3.21.1 Conduct an initial inspection of each building or site within fifteen (15) working days after notification of award.
 - 3.21.2 Evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation.
 - 3.21.3 Coordinate access to building space with the designated Project Coordinator and/or University representative. The designated Project Coordinator and/or University representative will inform the Contractor of any restrictions or areas requiring special scheduling.

- 3.22 Pest Management Program: After each initial inspection of the buildings, the Contractor shall provide an effective pest control management program and provide this information to the Project Coordinator and/or University representative so that they may understand its relationship to an effective program. Contractor shall describe and advise designated Project Coordinator and/or University representative of any site-specific structural, sanitary, or operational changes that will eliminate sources of pest such as food, water, harborage and access.
- 3.23 An inspection/service report form shall be submitted to University after completion of any service, identifying as a minimum, the service location, any specific pest problems, target pest, pest sightings, and the date of service. A University employee signature and technician's signature are required to complete the form. This report must be provided within one (1) week of service and will be used for invoice payment. Failure to provide this report may delay invoice payment.
- 3.24 Miscellaneous Services: University may request that the Contractor provide miscellaneous services for termites, carpenter ants, wood destroying insects, bird control, snakes, bees/hornets, bed bugs and other pests not covered under the basic pest control and prevention treatment service as outlined in the specification requirements. Cost for these types of miscellaneous services shall be listed in your bid response.
- 3.25 Site Additions/Deletions: University may add or delete buildings/facilities serviced under this contract. If a site is added, the additional buildings/facilities to be serviced shall be invoiced at the same rate of similar building/facility covered under the contract. If a site is deleted from the contract, the Contractor shall delete it from the contract and the Contractor will be required to reduce the contract fee by the full amount quoted for the specific site.

3.26 Dallas Hall Scope of Work

Dallas Hall was certified LEED Gold on August 14, 2015, under LEED-EBOM, with recertification requirements every five years. The selected company will track, document, and provide a Pest Control Program which supports the requirements of Dallas Hall to achieve recertification and maintain its LEED-EBOM certification. The Pest Control Program must comply with the Green Policy requirements for buildings pursuing LEED recertification through the USGBC. The green chemicals selected under this standard are for routine treatment. Where more aggressive treatment is required, chemicals that do not meet this standard may be used.

**Section IV
Pricing**

Base Services

The totals by area from the building list for Base Services provided in Exhibit I should be included in the table below.

Area	Year 1	Year 2	Year 3
Main Campus/East Campus			
Expressway Tower			
Prentice Building			
Johnson Square Building			
Park Cities Plaza (exterior only)			
Total Fee – All Areas			

SMU expects prices to be held firm for initial three-year term of contract. If selected vendor proposes a price escalation clause, it should be clearly defined and calculated.

Miscellaneous Services

Frequency of Service will be “As Requested” for all items listed. Service Hours will be normal business hours for all items listed.

	Type of Service	Proposed Fee
Bird Control		
	Hot Foot Treatment or equal method (below 20 feet) – indicate method of bird control being utilized.	
	Control - Hot Foot Treatment or equal method (above 20 feet) – indicate method of bird control being utilized.	
Snake Control		
	Snake Inspection and Prevention	
	Snake Removal to include trapping device	
Bee, Wasp, Yellow Jacket and Hornets		
	Eradication of Bee, Wasp, Yellow Jacket and Hornet Swarming (per job)	
	Removal of Bee, Wasp, Yellow Jacket and Hornet Hive (below 10 feet) (per job)	
	Removal of Bee, Wasp, Yellow Jacket and Hornet Hive (above 10 feet) (per job)	
Animal Control Services		
	Service cost shall include all labor, personnel, inspection, material, supplies, bait, traps including set-up, recalls/monitoring as needed (up to five (5) times) during a 30 day control period to check traps and remove caught animal, and other incidental required to perform the requested services. Includes removal of dead animals.	
	<i>Small</i> - Small traps will be used for trapping the following type of animals: Minks, Squirrels, Cats, Skunks, Rabbits, or other types of small size animals.	
	<i>Medium</i> - Medium traps will be used for trapping the following type of animals: Raccoons, Woodchucks, Dogs, Foxes, Bobcats, Armadillo, or other types of medium size animals	
	<i>Large</i> - Large traps will be used for trapping the following type of animals: Large Dogs Such as a German Shepherds, Coyotes, or other types of large animals.	
	Inspection Charge	
Flea Treatment		
	Treatment is defined as the use of properly registered chemicals, pesticides and/or the use of approved devices to provide adequate levels of flea protection at University premises. Service cost shall include all labor, personnel, material, supplies, chemicals, etc. required to perform flea control or treatment service. Upon completion of flea control or treatment service, Contractor shall warrant the service against infestation for a minimum period of 90 days. The contractor shall return and reapply chemical treatment at no cost to University when a live infestation is detected during the warranty period.	

	Type of Service	Proposed Fee
Bed Bug Treatment		
	<p>Treatment is defined as the use of properly registered chemicals, pesticides and/or the use of approved devices to provide adequate levels of bed bug protection at University premises.</p> <p>Service cost shall include all labor, personnel, material, supplies, chemicals, etc. required to perform bed bug control or treatment service. Upon completion of bed bug control or treatment service, Contractor shall warrant the service against infestation for a minimum period of 90 days. The contractor shall return and reapply chemical treatment at no cost to University when a live infestation is detected during the warranty period.</p>	
	<p>Treatment Method: Chemical – Spray, Foam, Dust</p> <p>Bed Bug inspection services are defined as the inspection of covered buildings/facilities for evidence of bed bug infestation.</p> <p>Specify Cost per location</p> <p>Specify Minimum Service Charge for Bed Bug Control or Treatment Service per location</p> <p>Note: University will pay the minimum service charge amount or actual cost per hour whichever is greater.</p>	
	<p>Specify Cost for treatment of the following furniture pieces to include a three-foot perimeter around each piece including but not limited to all light switches, electrical outlets, wall joints, base boards, closets, etc.</p> <p>Single Bed: \$ _____/cost per bed</p> <p>Double/Bunk Bed: \$ _____/cost per bed</p> <p>Night Stands: \$ _____/cost per night stand</p> <p>Wardrobes: \$ _____/cost per wardrobe</p> <p>Chest of Drawers: \$ _____/cost per chest of drawers</p> <p>Desk: \$ _____/cost per desk</p> <p>Table: \$ _____/cost per table</p> <p>Shelves: \$ _____/cost per shelf</p> <p>Chairs: (fabric/wood) \$ _____/cost per chair</p> <p>Couches: (fabric/wood) \$ _____/cost per couch</p> <p>Benches: (fabric/wood) \$ _____/cost per bench</p> <p>Rooms with no furniture:</p> <p>Rooms: 1-3,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 3,001 – 5,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 5,001 -10,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 10,001 – 20,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 20,001 – 30,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 30,001 – 40,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 40,001 – 50,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 50,001 – 60,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 60,001 – 80,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 80,001 – 90,000 Sq. Ft. \$ _____/cost per room</p> <p>Rooms: 90,001 Sq. Ft. and above \$ _____/cost per room</p>	
Termite Control or Treatment Services		
	<p>Termite control or treatment is defined as the use of properly registered pesticides and/or the use of approved devices to provide adequate levels of termite protection at University premises. Service cost shall include all labor, personnel, material, supplies, chemicals, etc., required to perform termite control or treatment service. -Upon the completion of a termite control or treatment service, Contractor shall issue a “termite warranty” for that site. The warranty will permit, for one year from date of issuance, re-treatments (as necessary) at no additional cost to University.</p>	
	<p>Bait System (i.e. Sentricon, Advance, or equal)</p> <p>Termite Inspection Fee for Bait System: Termite inspection services are defined as inspection of covered buildings/facilities for evidence of termite (per location) infestation.</p> <p>Specify Minimum Service Charge for Termite Control or Treatment Services (per location)</p> <p>Note: University will pay the minimum services charge amount or actual cost per hour whichever is greater.</p>	

Type of Service	Proposed Fee
Specify Cost for Termite Control or Treatment as a cost per square foot of building interior and cost per linear foot of building exterior. Specify the Type of Termite Control or Treatment Bait System Being Proposed	
Liquid System (i.e. Termidor or equal) Termite Inspection Fee for Liquid System: Termite inspection services are defined as the inspection of covered buildings/facilities for evidence of termite infestation Specify Minimum Service Charge for Termite Control or Treatment Services: Note: University will pay the minimum services charge amount or actual cost per hour whichever is greater. Specify Cost for Termite Control or Treatment as a cost per square foot of building interior and cost per linear foot of building exterior. Specify the Type of Termite Control or Treatment Liquid System Being Proposed	
Carpenter Ants and Other Wood Destroying Insect Treatment	
Treatment is defined as the use of properly registered chemicals, pesticides and/or the use of approved devices to provide adequate levels of protection and control at University premises. Service cost shall include all labor, personnel, material, supplies, chemicals, etc., required to perform treatment service. Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of one (1) year from the date of treatment. The Contractor shall reapply chemical treatment at no cost to University when a live infestation is detected.	
Specify Cost: \$ _____/per location Specify Minimum Service Charge for Carpenter Ants and Other Wood –Destroying Insects Treatment: \$ _____ (per location) Note: University will pay the minimum services charge amount or actual cost per hour whichever is greater. Specify Cost for Treatment as a cost per square foot of building interior and cost per linear foot for building exterior.	
Mosquito Treatment (and other flying insects)	
Treatment Area: up to 1,000 square footage: \$ _____/cost per sq. ft. (building interior) Treatment Area: 1,001 up to 5,000 square footage: \$ _____/cost per sq. ft. (building interior) Treatment Area: 5,001 – over \$ _____/cost per sq. ft. (building interior) Treatment Area – exterior out to 3 ft. from building \$ _____/cost per linear ft. (building exterior) Exterior treatment includes spraying bushes, trees, grass, walkways and foundation	
Optional Services	
Day Technician, as required, dedicated to University for services inclusive of the contract but require more time to complete. Hourly Rate: \$ _____ Daily Rate: \$ _____ (8 hrs./per day) Weekly Rate: \$ _____ Monthly Rate: \$ _____	

Note: The University supports a feral cat program that includes a volunteer group responsible for trapping, spay/neuter services at a local veterinarian and release back on the campus. The services of the pest management contractor must not interfere with this program.

Section V
Evaluation Criteria for Award

5.1 Evaluation Information

The University will utilize a selection committee for the evaluation of the RFP. Generally the selection teams consist of 3-4 individuals who have a direct interest in the award of this contract. A list of the individuals on the committee will be made available upon request.

The selection team will ensure that the contractor with the best overall value to the University will be selected. Factors that will be considered to determine “the best value” include, but are not limited to, price, services, company and management experience, past service levels, financial condition, perceived reliability and presentation. 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. The University reserves the right to reject any and all bids.

5.2 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the University’s requirements and to provide the best value to the University. Proposals shall be evaluated by assigning points to each item.

Cost	The overall cost of ownership or service, including any additional costs that may be incurred by the University. Additional maintenance or hourly costs, costs for training and any foreseen future cost will also be considered.	30%
Requirements	Ability to meet requirements stated in proposal.	30%
Service	Any “value added services” that may be available that were not requested in original requirements. This also includes perceived service levels as well as any service provided directly to the University in past performance.	20%
Contract Terms	A draft of the University’s standard agreement is attached as Exhibit II. Please provide any requested changes as a part of your response to this proposal. The University will not make significant changes to its standard agreement. Minor changes may be considered, but the University does not guarantee acceptance of such changes. Special attention must be paid to the insurance requirements.	15%
References		5%

**Exhibit I
Location Listing**

Location	Asset Name	Street Address	School/Department Owner	GSF - Gross Square Footage - With Attic	Attic	Basement
Dallas - East	2701 Fondren Drive - Johnson Square	2701 Fondren Drive	B&F - Commercial Property	25298	No	
Dallas - Main	3130R Daniel Ave	3130R Daniel Ave	B&F - General Buildings;#Student Affairs - RLSH	2872		
Dallas - Main	3224 Daniel Avenue	3224 Daniel Avenue	B&F - SFH	3176	No	No
Dallas - East	5538 Dyer Street	5538 Dyer Street	Lyle School of Engineering;#Simmons School of Education & Human Development	7522	No	No
Dallas - East	5539 SMU Boulevard - Swift Building	5539 SMU Boulevard	Provost - Blanton and CAPE	7486	No	
Dallas - East	6116 North Central Expressway - Expressway Tower - Building	6116 North Central Expressway	B&F - ET - Commercial;#B&F - ET - Acad and Admin	198597	No	Yes
Dallas - East	6116 North Central Expressway - Expressway Tower - Parking Center	6116 North Central Expressway	B&F - Parking Centers	44762		
Dallas - East	6200 North Central Expressway	6200 North Central Expressway	Development and External Affairs	43306	No	No
Dallas - East	6210 North Central Expressway	6210 North Central Expressway	B&F - Mail / Copy	6349	No	No
Dallas - Main	A. Frank Smith Hall	6020 Hillcrest Avenue	Student Affairs - RLSH	31022	Yes	No
Dallas - Main	Airline Parking Center	6506 Airline Road	B&F - Parking Centers	165125	No	No
Dallas - Main	Alpha Epsilon Pi	3058 SMU Boulevard	Student Affairs - RLSH	5100	No	
Dallas - Main	Alpha Psi Lambda - Multicultural Greek Council House	3160 Daniel Avenue	Student Affairs - RLSH	4070	No	No
Dallas - Main	Anita and Truman Arnold Dining Commons	5905 Bush Avenue	B&F - Dining	29658	No	No
Dallas - Main	Annette Caldwell Simmons Hall	3101 University Boulevard	Simmons School of Education & Human Development	52865	Yes	Yes

Dallas - Main	Apartments #6 - Hillcrest Manor	3300 Daniel Avenue	Student Affairs - RLSH	3801	No	No
Dallas - Main	Armstrong Commons	5809 Bush Avenue	Student Affairs - RLSH	86507	No	No
Dallas - Main	Beta Theta Pi	3004 Dyer Court	Student Affairs - RLSH	18149	No	No
Dallas - Main	Binkley Parking Center	3105 Binkley Avenue	B&F - Parking Centers	334616	No	No
Dallas - Main	Boaz Hall	3200 Binkley Avenue	Student Affairs - RLSH	60482	Yes	Yes
Dallas - Main	Bridwell Library	6005 Bishop Boulevard	Perkins School Of Theology	63363	Yes	Yes
Dallas - Main	Carr Collins, Jr. Hall	3300 University Boulevard	Dedman School of Law	35951	Yes	No
Dallas - Main	Caruth Hall	3145 Dyer Street	Lyle School of Engineering	75348	Yes	Yes
Dallas - Main	Cary M. Maguire Building	6214 Bishop Boulevard	Cox School of Business	49745	Yes	Yes
Dallas - Main	Clements Hall	3100 Dyer Street	Dedman College of Humanities and Sciences	53379	Yes	Yes
Dallas - Main	Cockrell-McIntosh Hall	5904 Bishop Boulevard	Student Affairs - RLSH	91376	Yes	Yes
Dallas - Main	Crum Basketball Center	3005 Binkley Avenue	Athletics - Building	43921	No	No
Dallas - Main	Crum Commons	5805 Bush Avenue	Student Affairs - RLSH	80053	No	No
Dallas - Main	Crum Lacrosse and Sports Field - Building	5900 Bush Avenue	Student Affairs - Dedman	6972		
Dallas - Main	Dallas Hall	3225 University Boulevard	Dedman College of Humanities and Sciences	57687	No	Yes
Dallas - Main	Daniel Parking Center	3330 Daniel Avenue	B&F - Parking Centers	156420	No	No
Dallas - Main	Dawson Service Center	3050 Dyer Court	B&F - General Buildings	62708	No	Yes
Dallas - Main	Dedman Center for Lifetime Sports and Mustang Band Hall	6005 Bush Avenue	Student Affairs - Dedman	165000	No	Yes
Dallas - Main	Dedman Life Sciences Building	6501 Airline Court	Dedman College of Humanities and Sciences	95384	Yes	Yes
Dallas - Main	Dr. Bob Smith Health Center	6211 Bishop Boulevard	Student Affairs - Dr. Bob	33073		
Dallas - Main	Elizabeth Perkins Prothro Hall	5901 Bishop Boulevard	Perkins School Of Theology	23274	Yes	No
Dallas - East	Empire Central Warehouse	1758 Empire Central Drive	B&F - General Buildings	20950		
Dallas - Main	Fondren Library Center	6414 Robert S. Hyer Lane	Provost - CUL	272022	Yes	
Dallas - Main	Fondren Science Building	3215 Daniel Avenue	Dedman College of Humanities and Sciences	117833	Yes	Yes
Dallas - Main	Fred F. Florence Hall	3330 University Boulevard	Dedman School of Law	24736	Yes	No
Dallas - Main	Gerald J. Ford Hall Research and Innovation	3100 McFarlin Blvd	Choose School/Department Owner.....	50407		

Dallas - Main	Gerald J. Ford Stadium - Building	5801 Bush Avenue	Athletics - Building	154709	No	Yes
Dallas - Main	Greer Garson Theatre	6110 Hillcrest Avenue	Meadows School of the Arts	47657	No	Yes
Dallas - Main	Harold Clark Simmons Hall	6401 Airline Road	Simmons School of Education & Human Development	38639		
Dallas - Main	Hillcrest Parking Center	5906 Hillcrest Avenue	B&F - Parking Centers	0		
Dallas - Main	Hughes-Trigg Student Center	3140 Dyer Street	Student Affairs - HT	114568	Yes	No
Dallas - Main	Hyer Hall of Physics	6424 Robert S. Hyer Lane	Dedman College of Humanities and Sciences	32284	Yes	Yes
Dallas - Main	Indoor Performance Center	6024 Bishop Blvd.	Athletics - Building	80534		
Dallas - Main	Intramural Fields @ Moody Parking Center	3063 SMU Boulevard	Student Affairs - Recreational Field	0	No	
Dallas - Main	J. Lindsay Embrey Engineering Building	3101 Dyer Street	Lyle School of Engineering	61238	Yes	Yes
Dallas - Main	Jake and Nancy Hamon Arts Library	6100 Hillcrest Avenue	Provost - CUL	47657	No	Yes
Dallas - Main	James M. Collins Executive Education Center	3150 Binkley Avenue	Cox School of Business	77571	Yes	Yes
Dallas - Main	Jerry R. Junkins Engineering Building	6251 Airline Road	Lyle School of Engineering	62684	Yes	Yes
Dallas - Main	Joseph Wylie Fincher Memorial Building	6212 Bishop Boulevard	Cox School of Business	74570	Yes	Yes
Dallas - Main	Kappa Alpha	3004 SMU Boulevard	Student Affairs - RLSH	9602	No	No
Dallas - Main	Kappa Sigma	3022 SMU Boulevard	Student Affairs - RLSH	13144	No	No
Dallas - Main	Kathy Crow Commons	5811 Bush Avenue	Student Affairs - RLSH	76680	No	No
Dallas - Main	Kirby Hall	5915 Bishop Boulevard	Perkins School Of Theology	29976	Yes	No
Dallas - Main	Laura Lee Blanton Building	6185 Airline Road	Provost - Blanton and CAPE	66641	Yes	No
Dallas - Main	Loyd Commons	5901 Bush Avenue	Student Affairs - RLSH	79927	No	No
Dallas - Main	Mary Randle Hay Hall	6201 Bishop Boulevard	Student Affairs - RLSH	47336	Yes	Yes
Dallas - Main	McElvaney Hall	6000 Bishop Boulevard	Student Affairs - RLSH	83060	Yes	No
Dallas - Main	McFarlin Memorial Auditorium	6405 Boaz Lane	B&F - Conference Services	65947	Yes	Yes
Dallas - Main	Moody Coliseum and Miller Event Center	3009 Binkley Avenue	Athletics - Building	170585	No	Yes
Dallas - Main	Moody Parking Center	3063 SMU Boulevard	B&F - Parking Centers	203849	No	No
Dallas - Main	Moore Hall	5808 Hillcrest Avenue	Student Affairs - RLSH	45704	Yes	Yes

Dallas - Main	Morrison-McGinnis Hall	6004 Bishop Boulevard	Student Affairs - RLSH	91326	Yes	Yes
Dallas - Main	Mustang Parking Center	6001 Bush Avenue	B&F - Parking Centers	277662	No	No
Dallas - Main	N.L. Heroy Science Hall	3225 Daniel Avenue	Dedman College of Humanities and Sciences	111632	Yes	Yes
Dallas - Main	Owen Arts Center	6101 Bishop Boulevard	Meadows School of the Arts	198455	No	Yes
Dallas - Main	Park Cities Plaza	3072 Mockingbird Lane	B&F - Retail	71120	No	
Dallas - Main	Paul B. Loyd, Jr. All-Sports Center	5800 Ownby Drive	Athletics - Building	121700	No	Yes
Dallas - Main	Paul E. Martin Hall	5912 Hillcrest Avenue	Student Affairs - RLSH	33633	Yes	Yes
Dallas - Main	Perkins Administration Building	6425 Boaz Lane	B&F - General Buildings	75133	Yes	Yes
Dallas - Main	Perkins Chapel	6001 Bishop Boulevard	Perkins School Of Theology	11152	No	Yes
Dallas - Main	Peyton Hall	6200 Hillcrest Avenue	Student Affairs - RLSH	44308	Yes	Yes
Dallas - Main	Phi Delta Theta	3072 SMU Boulevard	Student Affairs - RLSH	19225	No	No
Dallas - Main	Phi Gamma Delta	3064 SMU Boulevard	Student Affairs - RLSH	10312	No	No
Dallas - Main	Pi Kappa Alpha	3035 Dyer Court	Student Affairs - RLSH	16056	No	No
Dallas - Main	S.B. Perkins Hall	6004 Hillcrest Avenue	Student Affairs - RLSH	31752	Yes	No
Dallas - Main	Selecman Hall	5905 Bishop Boulevard	Perkins School Of Theology	32474	Yes	Yes
Dallas - Main	Service House	3041 Dyer Court	Student Affairs - RLSH	7584	No	No
Dallas - Main	Shuttles Hall	6210 Hillcrest Avenue	Student Affairs - RLSH	52622	Yes	Yes
Dallas - Main	Sigma Alpha Epsilon	3005 Dyer Court	Student Affairs - RLSH	19983	No	No
Dallas - Main	Sigma Phi Epsilon	3050 SMU Boulevard	Student Affairs - RLSH	8920	No	No
Dallas - Main	SMU Child Care	3000 Daniel Avenue	Choose School/Department Owner.....	0		
Dallas - Main	Stanley Patterson Hall	3128 Dyer Street	B&F - General Buildings	42579	No	Yes
Dallas - Main	Storey Hall	3315 Daniel Avenue	Dedman School of Law	60240	Yes	Yes
Dallas - Main	Tennis Complex - Interior	5669 North Central Expressway	Athletics - Building	65228	No	No
Dallas - Main	Trammell Crow Building	6210 Bishop Boulevard	Cox School of Business	50358	Yes	No
Dallas - Main	Umphrey Lee Center	3300 Dyer Street	B&F - Dining;#Meadows School of the Arts;#Dedman College of Humanities and Sciences	145389	Yes	Yes
Dallas - Main	Underwood Law Library	6550 Hillcrest Avenue	Dedman School of Law	111177	Yes	Yes

Dallas - Main	University Data Center - Building	5555 North Central Expressway	B&F - General Buildings	22050	No	
Dallas - Main	Virginia-Snyder Hall	3301 Dyer Street	Student Affairs - RLSH	88842	Yes	Yes
Dallas - Main	Ware Commons	5807 Bush Avenue	Student Affairs - RLSH	80135	No	No
Dallas- Main	Summit Apartments	3230 Daniel Avenue	Student Affairs-RLSH			

Exhibit II

SMU's Standard Agreement

CONTRACT

TO PROVIDE SERVICES ON AN ANNUAL BASIS

TO

SOUTHERN METHODIST UNIVERSITY BY

This Contract to Provide Services on an Annual Basis (this "Contract") is made by and between Southern Methodist University ("SMU"), a Texas nonprofit corporation, and ("Contractor"), a corporation.

ARTICLE 1

SERVICES TO BE PROVIDED UNDER THIS CONTRACT

Contractor will provide to SMU the services described in the documents, attached hereto as Exhibit A (the "Services"), and in accordance with Contractor's Proposal, dated , attached hereto as Exhibit B. The term "Services" means the services to be provided pursuant to this Contract and includes all labor, materials, equipment, subcontractor services and/or miscellaneous items provided by Contractor to fulfill Contractor's obligations hereunder. Labor will include straight-time wages, fringe benefits, workers' compensation and other insurance, applicable taxes, small tools expenses, truck allowance, overhead and profit. Contractor will not charge SMU for overtime unless authorized by SMU's Representative designated in Exhibit D.

The Contractor must comply with the requirements set forth in SMU's Design Guidelines and Construction Standards Manual, as amended from time to time, available at [New Construction and Renovation of University Facilities and Grounds - SMU \(Southern Methodist University\)](#).

ARTICLE 2

TERM

The term of this Contract begins , and will end at the conclusion of business on . 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 two additional one-year terms on the terms, including, without limitation, pricing terms, specified in this Contract.

ARTICLE 3

CONTRACT AMOUNT

3.1 SMU will pay to Contractor the sum set forth in Exhibit B for satisfactory completion of Services. Contractor will invoice SMU on a monthly basis upon completion of providing Services for the preceding month. Each invoice will be delivered to SMU at the address set forth in Exhibit D and will specify the location of Services performed, the purchase order number and monthly cost, and will be delivered to the address set forth in Exhibit D. The total compensation for all Services will not exceed \$____, and the term of the Contract will not extend beyond the latest date set forth in Article 2, without the written agreement of the President, a Vice President, or the Associate Vice President of Facilities Planning and Management.

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

3.3 Payments will be made only to Contractor and will be sent to Contractor at the address designated in Exhibit D.

3.4 Contractor must present all invoices to SMU no later than ninety (90) days after completion of Services.

ARTICLE 4

CONTRACT DOCUMENTS

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

<u>Exhibit</u>	<u>Title</u>	<u>Pages</u>
A	Scope of Work	
B	Contractor's Proposal	
C	Insurance Requirements of the Contract	2
D	Primary Location of Business to Receive Notices, Invoices and Payments; Designated Persons to Receive Notices and Authorized to Sign	3
E	Contractor's Certificate of Asbestos Free Materials	1
F	Conditional Waiver and Release on Final Payment and Bills Paid Affidavit	2

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

ARTICLE 5

RESPONSIBILITIES OF CONTRACTOR

5.1 By execution of this Contract, Contractor represents that Contractor has visited the SMU 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 will be scheduled in such a manner as to not conflict with academic or administrative activities.

5.2 Contractor will 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 will not subcontract any portion of the Services to be performed under this Contract without advance written approval by SMU. Contractor will 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 will not contract with any subcontractor, person or entity to which SMU has made reasonable objection. By appropriate written agreement, Contractor will (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; 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 will maintain all subcontractor agreements, purchase orders, and certificates of insurance at its offices and upon SMU's request will provide SMU with copies of same.

5.4 Contractor will 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 will obtain and pay for all required permits, licenses and inspections and will pay all governmental fees. Contractor will be responsible for all fines, penalties and other costs resulting from Contractor's failure to meet its obligations under this Contract.

5.5 Contractor will supervise and direct the performance of the Services, using Contractor's best skill and attention. Contractor will 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 will 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. Contractor will certify that materials furnished by it hereunder are free of asbestos, meaning that the materials, if sampled and analyzed, can be determined to contain no asbestos. Contractor will execute Contractor's Certificate of Asbestos Free Materials, attached hereto as Exhibit E, prior to commencing the Services.

5.7 (a) Contractor will enforce strict discipline and good order among Contractor's employees and others performing any part of the Services under this Contract. When not a safety hazard, a photo ID badge must be worn in plain sight by all persons performing any part of the Services under this Contract. Contractor will not permit unfit persons or persons unskilled in the tasks assigned to them to perform any part of the Services hereunder. Contractor will 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 will 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 will 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 will 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 will 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 will provide appropriate documentation demonstrating compliance with the requirements of this Section 5.7.

5.8 Contractor warrants to SMU that the Services performed hereunder will 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. Contractor will correct any defect in the Services at no cost to SMU for a period of one year following completion of the Services. Contractor will provide to SMU any documentation from manufacturer(s), including, but not limited to, warranties, service manuals and operating instructions.

5.9 Unless otherwise provided in this Contract, Contractor will 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, and will secure and pay for any permits and governmental fees, licenses and inspections necessary for proper performance of the Services.

5.10 Contractor will confine the Services to areas permitted by law, ordinances, permits and this Contract, and will not unreasonably encumber the area with materials or equipment. Unless approved by SMU's Representative, Contractor will not permit use of cellular telephones on construction sites. In addition, Contractor will 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. Without limiting the foregoing, no driving or parking is permitted on pedestrian walkways.

5.11 Contractor will 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 will at no time have possession of keys, cards or codes allowing access to SMU properties.

5.12 Cutting and patching will be neatly and carefully done in a thorough and competent manner. Patches and repairs will be as inconspicuous as possible and will be subject to approval by SMU. Any Contractor cutting and/or altering existing conditions must repair, patch and refinish such work.

5.13 Contractor will at all times during the performance of the Services keep the premises and surrounding areas free from accumulation of waste matter and rubbish caused by the Services under this Contract and will confine equipment, materials and operations of workers to limits of the Services area. All rubbish and debris will be removed and disposed of from the areas on an as needed basis. Contractor will promptly remedy damage and loss to property at the sites where the Services are performed. Upon completion of the Services, Contractor will remove from SMU's property all rubbish, tools, equipment, unused building materials and other associated materials.

5.14 Contractor's cleanup will include, but not be limited to, removing broken or scratched glass and replacing with new glass; removing paint droppings, spots, stains and dirt from finished surfaces; removing tape and any other obstructions from sprinkler heads; and cleaning plumbing fixtures, hardware, floors and equipment. Contractor will be responsible for repair or cleanup of any items within or beyond the Services area damaged as a result of Services provided under this Contract. Contractor will restore to satisfactory condition all new and existing walks, roads, curbs, and other interior or exterior improvements that may have been damaged as a result of Services provided under this Contract. Contractor will leave the area ready for use and occupancy without the need of further cleaning.

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

5.16 **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 WILL 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, FINE, PENALTY 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 will be reduced by the percentage of fault or negligence of the Indemnified Party. These obligations will 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 5.16.

(b) INDEMNITY – EMPLOYEE INJURY CLAIMS: INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. IN ADDITION TO THE INDEMNIFICATION PROVIDED IN SECTION 5.16(a) AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO SMU), AND HOLD HARMLESS EACH INDEMNIFIED PARTY FROM AND AGAINST ANY CLAIM (i) DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATING TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS' COMPENSATION INSURANCE CARRIER; AND/OR (ii) ANY CLAIM THAT ANY MATERIALS CONTRACTOR PRODUCES FOR OR USES AT SMU INFRINGE ON THE COPYRIGHT, TRADEMARK, SERVICE MARK, OR TRADE NAME OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY, OR PLAGIARIZE THE WORK OF A THIRD PARTY, IT BEING THE EXPRESSED INTENT OF SMU AND CONTRACTOR THAT THE CONTRACTOR IS TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH INDEMNIFIED PARTY EVEN TO THE EXTENT SUCH CLAIM IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF AN INDEMNIFIED PARTY.

(c) The indemnification of this Section 5.16 will 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 5.16 will survive the expiration of this Contract.

5.17 Contractor must demonstrate that it has in place a fully comprehensive safety program that complies with all applicable regulatory standards, including, without limitation, Occupational Safety and Health Administration (OSHA), United States Environmental Protection Agency (EPA) and State of Texas laws and regulations. Contractor's safety program must include, but is not limited to, complying with OSHA and SMU requirements relating to lock-out, tag-out, cutting, welding and other hot work and impairments to sprinkler systems. Contractor will be responsible for reporting to SMU any noncompliance with such standards observed by its employees or any other person performing any part of the Services hereunder. Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Contract. Contractor will take reasonable precautions for safety of, and will provide reasonable protection to prevent damage, injury or loss to:

(a) persons performing the Services and other persons who may be affected thereby, including the student and campus population and general public in the vicinity of Contractor's employees and others performing any part of the Services during the course of Contractor's performance of the Services hereunder;

(b) automobiles, materials, tools, equipment and other property of Contractor and others;

(c) the materials and equipment to be installed hereunder; and

(d) other property at the site of Contractor's performance of the Services (or adjacent thereto) such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of performance of the Services.

5.18 Prior to commencement of work in Permit-Required Confined Spaces, as defined by OSHA workplace standards, Contractor will obtain from SMU's Representative a copy of SMU's operating procedures. Contractor will perform work in Permit-Required Confined Spaces in accordance with SMU's operating procedures and in accordance with all applicable law. Before proceeding, Contractor will bring to the attention of SMU's Representative any conflicts between SMU's operating procedures and applicable law.

5.19 (a) The consumption of alcoholic beverages and the illegal use of controlled substances will not be permitted on SMU's property nor will 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 fullest 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.

5.20 (a) 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.

(b) None of the requirements as to types, limits or SMU's approval of Contractor's insurance coverage limits, qualifies or quantifies the liabilities and obligations assumed by Contractor under this Contract or otherwise provided by law. Contractor is responsible for maintaining its own insurance coverage on its personal property.

5.21 If any materialman's, mechanic's or other similar lien or claim thereof is filed by any materialman or laborer, and if Contractor has not caused such lien to be released and discharged forthwith, or filed a bond in lieu thereof, SMU will have the right to pay all sums necessary to obtain such release and discharge and deduct all amounts so paid from the amount due to Contractor on the next succeeding invoice until the total amount of same will be recouped as SMU may elect. If any such lien is filed or otherwise imposed, Contractor, at the request of SMU, will cause such lien to be released, bonded off or otherwise discharged. Contractor will indemnify, defend and hold harmless SMU from any Claims of whatever nature arising out of any such lien or that part of the Services covered thereby. At the conclusion of the term of this Contract, Contractor will furnish to SMU an executed Conditional Waiver and Release on Final Payment and, if requested by SMU's Representative, an All-Bills Paid Affidavit in the forms provided in Exhibit F attached hereto, prior to SMU's release of payment to Contractor. SMU's Representative may, from time to time, require Contractor to execute additional lien waiver and release documents in such form as prescribed by Texas law including, but not limited to, a Conditional Waiver and Release on Progress Payment or an Unconditional Waiver and Release on Progress Payment or on Final Payment once funds are in hand.

5.22 Prior to commencing work, Contractor will obtain from SMU any available report relating to inspections of the site for Asbestos-Containing Building Materials (ACBM) (the "Report"). Contractor agrees not to nail holes in, remove, demolish, renovate or otherwise disturb areas of the site that the Report indicates may contain ACBM without (i) notifying SMU in advance and (ii) following all recommendations set forth in the Report. The full report including backup data is available for review by Contractor upon request to SMU's Representative.

5.23 Contractor must not cause or permit any hazardous material to be released, brought upon, stored, produced, disposed or used upon, about, or beneath the premises. Notwithstanding the foregoing, Contractor may use any ordinary or customary materials reasonably required to be used in the normal course of Contractor's business permitted on the premises, so long as such use does not expose the premises to any risk of contamination or damage, or expose SMU to any liability therefor. Contractor must at all times be in compliance with all applicable laws of the EPA and the Texas Commission on Environmental Quality for the proper storage, handling and disposal of any hazardous waste.

5.24 In the event Contractor encounters on the site material reasonably believed to be hazardous materials which has not been rendered harmless and not within the scope of work under this Contract, Contractor must immediately stop Services in the area affected and notify SMU immediately. The Services in the affected area must not thereafter be resumed except by notification of SMU and Contractor if in fact the material is hazardous as defined by OSHA and the EPA. The Services in the affected area will be resumed in the absence of hazardous materials, or when it has been rendered harmless, by notification of SMU and Contractor. The foregoing will be communicated by Contractor to all persons performing any part of the Services under this Contract.

5.25 Contractor will 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 with other laws affecting the rights of individuals with disabilities, 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.

5.26 As used in this Section, the terms "Renovation" and "Renovator" will have the meanings ascribed to such terms in 40 CFR 745.83. Contractor represents to SMU that (i) Contractor or its subcontractors performing any Renovation work have been certified to perform such Renovation work under the Lead Renovation, Repair and Painting Rule, 40 CFR Part 745, Subpart E (the "Rule"); (ii) all persons performing Renovation work will be properly trained, qualified and certified as a Renovator or will have been trained by a certified Renovator in accordance with 40 CFR 745.90 of the Rule to perform such Renovation work; (iii) all Renovation work will comply with the Work Practice Standards specified in the Rule; and (iv) all dust sampling will be performed in accordance with the Rule by certified dust sampling technician.

5.27 Information Technology Security; Data Encryption and Computer Hardware Protection.

(a) 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 will 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, or 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 will 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 will 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.

(b) If computer hardware and other equipment are used in the performance of this Contract, Contractor will use all security measures necessary to ensure that SMU data is not copied or otherwise compromised. At the time this Contract is terminated, SMU data must be promptly returned to SMU in usable form as directed by SMU, and all equipment used to copy or scan SMU materials or otherwise containing SMU data must be erased according to U.S. Department of Defense standard 5220.22- M and overwritten to guarantee that all hard drive space contains no SMU data. Contractor will 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.

(c) This Contract supersedes the terms of any on-line click through end user agreement in connection with any software delivered to SMU in connection with the Services.

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 will 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 D.

6.2 Any assignment of this Contract by Contractor, and more specifically assignment to a factoring company, will be void without the express written consent of the President or a Vice President of SMU. Contractor will 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 will constitute a change in Contractor and it is agreed that continuation of this Contract after such a change will be considered to be an assignment.

6.3 It is understood and agreed that the relationship of Contractor to SMU will be that of an independent contractor. Nothing contained herein or inferable here from will 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 will relate to the results SMU desires to obtain from the Services and will 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 will terminate, which will be no less than ten (10) days from the date of the written notice, and (2) the breaching party fails to cure the breach within the ten (10) day period. In no event will 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 will 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 will 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 will 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 will be deemed to have been waived unless such waiver is in writing and is signed by the party waiving the same.

6.8 Contractor will 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 will 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 will 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 will, 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 will 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 University, Texas and consents to venue in University, 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 will 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 will 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 will not be affected thereby and will 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 will 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 will not be modified or altered, including without limitation, making changes to the scope or cost of the work, except by mutual agreement, confirmed in writing and signed by the parties, with the signature on behalf of SMU being that of the President, a Vice President, the Associate Vice President for Facilities Planning and Management, or the Director of Purchasing.

6.14 The obligations contained in Sections 5.3, 5.7, 5.9, 5.16, 5.21, 5.22, 5.26, 6.7, 6.8, 6.9, 6.10, 6.11 6.12, 6.13 and 6.14 of this Contract will 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 ten (10) days' written notice to the other party. Each party will 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 will be deemed an original, and all of which together will constitute one and the same instrument.

SOUTHERN METHODIST UNIVERSITY

BY: _____

Michael S. Molina, AIA, NCARB
Associate Vice President & Chief Architect

DATE: _____

CONTRACTOR

BY: _____

Name: _____

Title: _____

DATE: _____

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

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

1. These requirements apply to Contractor, and to Contractor's sub-subcontractors, consultants, suppliers and others fulfilling Contractor's obligations under the Contract, whether individuals or entities and including international providers (collectively, "Subcontractors"). Contractor must require all Subcontractors to comply with the insurance requirements applicable to Contractor.
2. The Contractor must be licensed or otherwise authorized to do business in the State of Texas.
3. Insurance must be issued by insurance companies with not less than an AM Best A-III rating.
4. Contractor and its insurers must waive subrogation against SMU, its trustees, officers, employees, students, volunteers and agents for claims or any other loss arising out of Contractor's negligence, willful misconduct, or omission.
5. Contractor will provide coverage for broad-form indemnification if such indemnification is required by the Contract.
6. Contractor will maintain all insurance required by this **Exhibit A** throughout the term of the Contract. For any "claims-made" coverage, such as insurance for any professional liability or directors and officers coverage, each policy must have a retroactive date prior to the date of project or Contract commencement which must be stated on the certificate of insurance and must be maintained by the Contractor until completion of the project and for at least three years thereafter either through policies in force or through "tail coverage."
7. Additional insured status will be written as noted for commercial general liability, automobile liability and excess liability or as noted on the P.2 of this form using ISO additional insured endorsements for ongoing and completed operations. For purposes of this additional insured requirement, "equivalent coverage" means coverage for liability caused by Contractor's actions and omissions in connection with the Contract, including coverage for the negligence or fault of Contractor and/or SMU or other parties indemnified under the Contract as to third-party bodily injury or death, of an employee or agent of the Contractor or of Subcontractors, including products-completed operations.
8. If any of Contractor's employees will at any time be working under the direction or control of SMU, then SMU must be named as alternate employer on the Workers' Compensation/Employer's Liability insurance and a copy of such endorsement will be attached to Contractor's certificate of insurance.
9. Contractor agrees to allow SMU to review all applicable insurance policies upon request.
10. Contractor is responsible for maintaining its own insurance coverage on its personal property.

Contractor and its insurer will provide at least 30 days' prior written notice to SMU of cancellation, changes in coverage which no longer satisfy these requirements, or nonrenewal of any policy.

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

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

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

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

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

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

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

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

All Coverages and Minimum Limits of Liability listed below are required.

Line of Coverage	Description of Coverage and minimum Limits of Liability	SMU Included as Additional Insured Required												
General Liability CG 00 01	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Premises Liability</td> <td style="width: 35%;">\$1,000,000 per occurrence</td> </tr> <tr> <td>Personal Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Products Liability</td> <td>\$1,000,000</td> </tr> <tr> <td>Medical Payments</td> <td>\$10,000</td> </tr> <tr> <td>Sexual Molestation/Assault</td> <td>\$50,000</td> </tr> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> </table>	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
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													
Automobile Liability CG 00 01 CA 00 05, ..12, ..20	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Combined Single Limit</td> <td style="width: 35%;">\$1,000,000 (any auto)</td> </tr> </table>	Combined Single Limit	\$1,000,000 (any auto)	Yes										
Combined Single Limit	\$1,000,000 (any auto)													
Workers' Compensation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Injury/Illness</td> <td style="width: 35%;">Statutorily required limits</td> </tr> <tr> <td>Employer's Liability</td> <td>\$1,000,000</td> </tr> </table>	Injury/Illness	Statutorily required limits	Employer's Liability	\$1,000,000	N/A								
Injury/Illness	Statutorily required limits													
Employer's Liability	\$1,000,000													
Other coverages that may be required based on the goods, services, or activities of the Contractor (Highlighted coverages will be required)														
Excess Liability (GL)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Over General Liability, auto, employer's liability (WC)</td> <td style="width: 35%;">\$5,000,000</td> </tr> </table>	Over General Liability, auto, employer's liability (WC)	\$5,000,000	Yes										
Over General Liability, auto, employer's liability (WC)	\$5,000,000													
Director's & Officer's Liability	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Wrongful Acts Errors & Omissions</td> <td style="width: 35%;">\$1,000,000 per occurrence</td> </tr> </table>	Wrongful Acts Errors & Omissions	\$1,000,000 per occurrence	Yes										
Wrongful Acts Errors & Omissions	\$1,000,000 per occurrence													
Professional Liability	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Architects & Engineers</td> <td style="width: 35%;">\$1,000,000 per claim/occurrence</td> </tr> <tr> <td>Lawyer's Malpractice</td> <td>\$1,000,000 per claim/ occurrence</td> </tr> <tr> <td>Medical Malpractice</td> <td>\$1,000,000 per claim/occurrence</td> </tr> <tr> <td>Technology Errors & Omissions</td> <td>\$1,000,000 per claim/occurrence</td> </tr> <tr> <td>Media Errors & Omissions</td> <td>\$1,000,000 per claim/occurrence</td> </tr> <tr> <td>Research Liability</td> <td>\$1,000,000 per claim/occurrence</td> </tr> </table>	Architects & Engineers	\$1,000,000 per claim/occurrence	Lawyer's Malpractice	\$1,000,000 per claim/ occurrence	Medical Malpractice	\$1,000,000 per claim/occurrence	Technology Errors & Omissions	\$1,000,000 per claim/occurrence	Media Errors & Omissions	\$1,000,000 per claim/occurrence	Research Liability	\$1,000,000 per claim/occurrence	Yes
Architects & Engineers	\$1,000,000 per claim/occurrence													
Lawyer's Malpractice	\$1,000,000 per claim/ occurrence													
Medical Malpractice	\$1,000,000 per claim/occurrence													
Technology Errors & Omissions	\$1,000,000 per claim/occurrence													
Media Errors & Omissions	\$1,000,000 per claim/occurrence													
Research Liability	\$1,000,000 per claim/occurrence													
Cyber Liability	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Breach, Privacy, Virus, Security</td> <td style="width: 35%;">\$1,000,000 per claim/occurrence \$2,000,000 aggregate</td> </tr> </table>	Breach, Privacy, Virus, Security	\$1,000,000 per claim/occurrence \$2,000,000 aggregate	Yes										
Breach, Privacy, Virus, Security	\$1,000,000 per claim/occurrence \$2,000,000 aggregate													
Crime/Fidelity	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Embezzlement, Fraud, Theft</td> <td style="width: 35%;">\$1,000,000 per occurrence \$2,000,000 aggregate</td> </tr> </table>	Embezzlement, Fraud, Theft	\$1,000,000 per occurrence \$2,000,000 aggregate	Yes										
Embezzlement, Fraud, Theft	\$1,000,000 per occurrence \$2,000,000 aggregate													
Pollution Liability	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Hazardous Transfer, Storage, Disposal, Spills</td> <td style="width: 35%;">\$1,000,000 per occurrence \$2,000,000 aggregate</td> </tr> </table>	Hazardous Transfer, Storage, Disposal, Spills	\$1,000,000 per occurrence \$2,000,000 aggregate	Yes										
Hazardous Transfer, Storage, Disposal, Spills	\$1,000,000 per occurrence \$2,000,000 aggregate													
Accident insurance (to be purchased from SMU)	For events, camp and conference attendees or as otherwise required by SMU	Yes												
Tenant and Users Liability Insurance Policy (TULIP)	For events and catering or as otherwise required by SMU	Yes												
Automobile Liability	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Chartered Bus</td> <td style="width: 35%;">\$5,000,000</td> </tr> </table>	Chartered Bus	\$5,000,000	Yes										
Chartered Bus	\$5,000,000													
Charter Aircraft	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Single Limit Aircraft Liability</td> <td style="width: 35%;">\$50,000,000</td> </tr> <tr> <td>If large aircraft (more than 20 seats)</td> <td>\$3,000,000 per seat</td> </tr> <tr> <td>All Risks Aircraft Physical Damage</td> <td>Value of aircraft</td> </tr> </table>	Single Limit Aircraft Liability	\$50,000,000	If large aircraft (more than 20 seats)	\$3,000,000 per seat	All Risks Aircraft Physical Damage	Value of aircraft	Yes						
Single Limit Aircraft Liability	\$50,000,000													
If large aircraft (more than 20 seats)	\$3,000,000 per seat													
All Risks Aircraft Physical Damage	Value of aircraft													
Others as listed:		Yes												

**PRIMARY LOCATION OF BUSINESS
TO RECEIVE NOTICES, INVOICES AND PAYMENTS**

**DESIGNATED PERSONS
TO RECEIVE NOTICES AND AUTHORIZED TO SIGN**

PRIMARY LOCATION OF BUSINESS TO RECEIVE NOTICES:

Any notice required or permitted to be delivered must be in writing and may be given by certified or registered mail, facsimile, hand delivery or by overnight courier and will 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:

Michael S. Molina , AIA, NCARB
Associate Vice President & Chief Architect
Office of Facilities Planning and Management
Southern Methodist University

P.O. Box 750510
Dallas, TX 75275-0510

Telephone: (214) 768-1265
Fax: (214) 768-4491

6116 N. Central Expressway, Suite 808
Dallas, TX 75206

With a copy to Vice President for Legal Affairs and Government Relations:

Southern Methodist University
P.O. Box 750132 Dallas, TX 75275-0132
Fax: (214) 768-1281

PRIMARY LOCATION OF BUSINESS TO RECEIVE INVOICES AND PAYMENTS:

Invoices will be sent to SMU by United States mail, postage prepaid, to the following location:

Southern Methodist University
Office of Facilities Planning and Management
Attn: Jovana Watts, Business Operations Coordinator
P.O. Box 750510 Dallas, TX 75275-0510

Payments will be sent to Contractor by United States mail, postage prepaid, to the following location:

DESIGNATED PERSONS TO RECEIVE NOTICES AND COMMUNICATIONS:

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

For Contractor:

SMU's Representatives: Eric English or Michael S. Molina
(See "Designated Persons Authorized to Sign", below, for authority to bind the University to expend funds)

Contractor will 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 will not reimburse Contractor for any such expenses, will not extend the schedule of performance of Services, and will 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 work orders required by the Contract:

For Contractor:

For SMU: Dr. R. Gerald Turner, President; Ms. Chris Regis, Vice President for Business and Finance; or another Vice President of Southern Methodist University; or Michael S. Molina, AIA, NCARB Associate Vice President & Chief Architect

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.

SOUTHERN METHODIST UNIVERSITY
CONTRACTOR'S CERTIFICATE OF ASBESTOS FREE MATERIALS

Contractor: _____

Contract Date: _____

Project: _____

Services: _____

I, _____(Contractor) hereby certify that all materials to be furnished under the above referenced Contract with Southern Methodist University will be asbestos free, meaning that the materials, if sampled and analyzed, can be determined to contain no asbestos.

BY: _____(Signature)

_____ (Printed Name)

TITLE: _____

DATE: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Name: _____

FR #: _____

On receipt by the signer of this document of a check from _____ (maker of check), in the sum of \$_____, payable to _____ (payee or payees of check), and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule or statute related to claim, or payment rights for persons in the signer's position that the signer has on the property of Southern Methodist University (Owner), located at _____ (location), to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____

Company Name: _____

By: _____
(Signature)

Name: _____

Title: _____

STATE OF TEXAS COUNTY OF _____

This Conditional Waiver and Release on Final Payment was acknowledged before me on this _____ day of _____, 20__, by _____, on behalf of _____ a _____.

Notary Public in and of the State of _____
My Commission Expires: _____

BILLS PAID AFFIDAVIT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, a notary public in and for the State of Texas, on this day personally appeared _____, who, being by me duly sworn, on oath states:

1. My name is _____ I am the _____ of _____ ("Contractor"), that performed work/supplied materials and/or equipment in connection with the construction of _____ (the "Project"). The information provided herein is true and correct and based upon my personal knowledge except as noted.

2. Contractor hereby certifies and warrants that all subcontractors, suppliers, laborers, and lessors of construction equipment that have supplied labor, equipment, services, and/or materials to Contractor in connection with the Project have been paid in full [except as follows]:

3. Contractor agrees to indemnify Southern Methodist University ("Owner"), its lenders, trustees, officers, sureties, insurers, reinsurers, directors, volunteers, employees, agents, successors, landlord, and assigns (collectively referred to as "Released Parties"), or any of them, and hold them harmless from any and all claims, costs (including attorneys' fees), liability, demands, and/or causes of action which any of them may incur by virtue of Contractor's/Subcontractor's failure to pay any such suppliers, laborers and/or lessors.

4. It is further understood and agreed that this release and payment in no way discharges Contractor's/Subcontractor's obligations or warranty of material and/or workmanship, *if any*, assumed under its contract for the construction of the Project. Contractor/Subcontractor hereby warrants that it, when notified by Released Parties, will promptly and without additional costs to any of the Released Parties, cause to be performed all corrective, guaranty and/or warranty work (express or implied), pertaining to any materials or labor furnished to the Project as required under its warranty, *if any*.

5. This Affidavit is given, in connection with Texas Property Code §53.085, to certify that all bills owed by Contractor have been paid. If payment is made by check or draft, when the check or draft representing the Payment has been properly endorsed and has been paid by the bank upon which it is drawn, this document will be effective. If cash or certified funds are provided, this document will be immediately effective.

CONTRACTOR

By: _____

Its: _____

SUBSCRIBED AND SWORN to before me by the said _____, this _____ day of _____, 20 __, to certify which witness my hand and seal of office.

Notary Public in and for the State of _____

My Commission Expires: _____