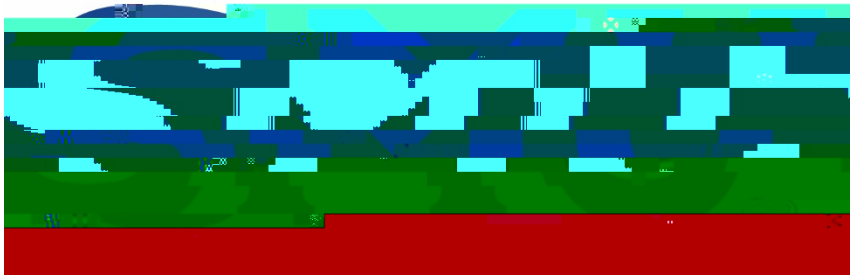


Purchasing Department
PO Box 750416
Dallas, TX 75275

REQUEST FOR PROPOSAL

RFP Number: SMU -20240304

EXPRESS SHUTTLE

All bids in response to this RFP are due before:

5:00 PM Central Time on March 22, 2024

Please be sure to include this RFP # on Any Submissions

1.3 RP

	, 2024

1.9

Proposals must be received by 5:00 PM CST on or before Friday, March 22, 2024.

Attn:

Attn:

Attn:

Bid

Bid

2.1 RPC

2.2 Cph

2.3 BCl

- [illegible]

2.5 [illegible]

[illegible]
Exhibit A [illegible]

[illegible]

[illegible]

3.1 Eta

3.2 EtaCha

- Fe

- Al
- Al
- Al
- Al
- Ct
- Al
- Ct
- Di

To see the current route maps with the stops , please visit the DART website for the SMU 440 Red Express and SMU 442 Blue Express. SMU will provide a list of additional stops to the selected vendor(s). Routes, additional stops, schedule, and hours of operation are subject to change as designated by t he University.

ARTICLE 3 : CONSIDERATION AND PAYMENT

3.1 The Client shall pay the Consultant a fee not to exceed the sum of $XX,XXX.XX for the Services described in Exhibit A. The Consultant shall not perform any services beyond those described in Exhibit A without prior written approval from the Client. Any additional services shall be billed at the hourly rates set forth in Exhibit B, or as otherwise agreed in writing.

3.2 Expenses. The Consultant shall be reimbursed for reasonable and necessary out-of-pocket expenses incurred in the performance of the Services, including travel, lodging, and meals, provided that such expenses are pre-approved by the Client and do not exceed the amounts specified in Exhibit B. The Consultant shall submit receipts for all expenses exceeding $25.00.

3.3 Payment Schedule. The Consultant shall submit invoices to the Client on a monthly basis, describing the Services performed and expenses incurred during the preceding month. The Client shall pay each invoice within thirty (30) days of receipt, provided that the invoice is accurate and complete.

3.4 Late Payments. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the due date until paid in full.

3.5. Taxes. The Consultant is responsible for all taxes arising from the compensation received under this Agreement, including but not limited to income taxes, self-employment taxes, and any applicable sales or use taxes. The Client shall not withhold any taxes from payments to the Consultant.

3.6 Currency. All payments shall be made in United States Dollars (USD). If the Consultant receives payment in a foreign currency, the conversion rate shall be the rate published by a mutually agreed upon financial institution on the date of payment.

(3) Payment Disputes. In the event of a dispute regarding any invoice, the Client shall pay the undisputed portion and notify the Consultant in writing of the disputed amount and the reasons for the dispute within fifteen (15) days of receipt of the invoice.

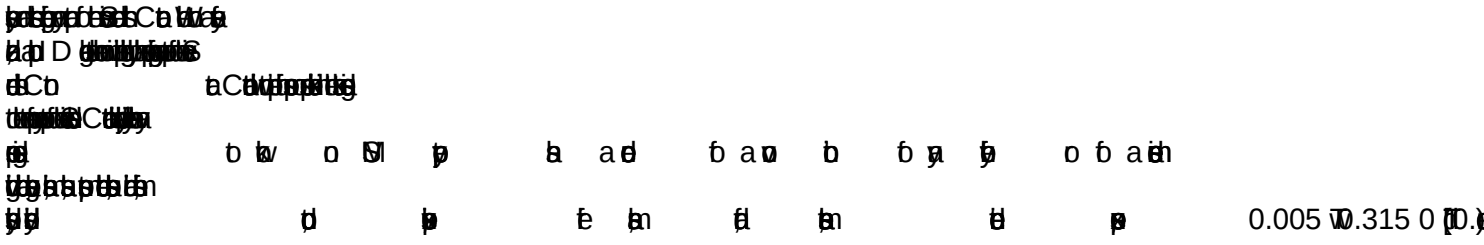
ARTICLE 4 : CONFIDENTIALITY

The Consultant acknowledges that during the performance of the Services, the Consultant may have access to confidential information belonging to the Client. The Consultant agrees to maintain the confidentiality of such information and not to disclose it to any third party without the prior written consent of the Client.

Exhibit	Title	Pages
A	Scope of Services	X
B	Fee Schedule	x
C	Confidentiality Agreement	x

In the event of any conflict between the terms of this Agreement and the terms of Exhibit A, Exhibit B, or Exhibit C, the terms of this Agreement shall prevail.

ARTICLE 5 : RESPONSIBILITIES OF CONTRACTOR



5.12 [illegible]

5.13 INDEMNIFICATION.

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTY, CONTRACTOR 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 .

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

6.13

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

Exhibit A

1.

2. CERTIFICATE HOLDER: [illegible]

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: [illegible] 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

PARTIES TO CONTRACT

This Agreement is made between the Client and the Contractor as identified in the Schedule.

Force Majeure

Notices

DESIGNATED REPRESENTATIVES AND DESIGN

The Client and the Contractor shall each appoint a representative for the purposes of this Agreement.

Force Majeure

Notices

Delay

Extension of Time

Adjustment of Contract Price

Extension of Time
Claims for Additional Payment
Dr R Guidance

The Contractor shall provide the Client with a copy of the Agreement and any amendments thereto.

(7) The Contractor shall