



Purchasing Department

P.O. Box 750416
Dallas, Texas 75275

REQUEST FOR PROPOSAL

RFP Number: SMU-20230814
ATHLETICS COMPLIANCE REVIEW

All bids in response to this RFP are due before:

3:00 P.M. Central Time on August 14, 2023

Please Be Sure to Include This RFP # on Any Submissions

Section I

Introduction

1.1 Background

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

1.3 Schedule

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Section II

Evaluation Criteria for Award

2.1 Evaluation Information

SMU 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.

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

2.2 Evaluation Criteria and Weights

SMU Athletics will utilize a selection team to ensure that the contractor with the best overall value and ability to meet the requirements is selected. The evaluation criteria are listed in no particular order of importance. SMU at its sole discretion may choose to award part or all of the scope of work contained in this RFP to single or multiple firms. Furthermore, the University does not guarantee that any actual Agreement will ensue as a result of the RFP and its evaluation process. All costs for proposal preparation & submittal are at the contractor's expense. The Evaluation Criteria, in no particular priority listing, is provided below.

CRITERIA:

- The firm's planned approach to meet the scope of work along with the ability to meet the requirements stated in the RFP.
- Prices submitted for the entire project.
- The firm's relevant experience, qualifications and previous success in providing work related to this project as well as the backgrounds of the Key Personnel, in the form of a resume, assigned to this project.
- References from other institutions of higher education for work performed relevant to the scope of work to this project
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Section III

Requirements/Statement of Work

The SMU Department of Athletics seeks the assistance of a reputable outside consulting firm to provide a comprehensive Athletics Compliance Review based on NCAA standards. To accomplish this goal, the following objectives must be met:

- Work with athletics department staff to gather data concerning athletic compliance activities at SMU
- Work with athletics department staff to develop recommendations, if necessary, for specific educational interventions for staff and/or student-athletes regarding athletics compliance
- Development of an Athletics Compliance review that would meet best practices and standards ensuring that systems are also created to allow the athletics director or designees to regularly review critical indicators directly related to progress toward the achievement of desired outcomes of that review
- Final draft, including all revisions, completed **by November 15, 2023**
- Formal presentation of results to the Office of Legal Affairs, and athletics department staff
- Conduct education sessions for SMU staff and other constituents as needed

ARTICLE 3

CONTRACT SUM AND PAYMENTS

3.1 SMU shall pay to Consultant the Contract sum of \$_____ for satisfactory completion of the Services. Consultant shall invoice SMU upon completion of the Services. Such invoice shall specify location of work, the Services performed, and the SMU purchase order number. The invoice shall be delivered to SMU at the address set forth in Exhibit C.

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

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

3.4 Reimbursable expenses are in addition to Consultant's compensation and include expenses incurred by Consultant and its consultants in the interest of the Project for:

- Expense of transportation and living expenses in connection with out-of-town

ARTICLE 5

RESPONSIBILITIES OF CONSULTANT

5.1

5.7 (a) Consultant shall enforce strict discipline and good order among Consultant's employees and others performing any part of the Services under this Contract. Consultant shall not permit unfit persons or persons unskilled in the tasks assigned to them to perform any part of the Services hereunder. Consultant shall independently verify whether any person assigned to work on SMU property has a record of a conviction of any felony or of a misdemeanor involving alcoholic beverages, animals, assault, computer, or other offenses. Consultant shall also 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, computer, or other offenses.

areas. Consultant must obtain authorization for parking of vehicles or equipment on SMU

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

must be encrypted with commercially appropriate security measures in accordance with the highest industry standards. Consultant shall report in writing to SMU any unauthorized use or disclosure of confidential information or other security breach within five (5) business days after Consultant learns of such use or disclosure or security breach. Consultant acknowledges that if a third party obtains unauthorized access to Consultant's systems or to

with the Services will contain no third party copyrighted material, or that approvals have been obtained (in writing), or royalties paid, for any such copyrighted materials (e.g., articles, readers, photographs, artworks etc.). Consultant further warrants that any software or content it provides as part of the Services will not infringe upon any proprietary right or copyright of others, and will not be libelous, slanderous or in violation of any other right of any person or party.

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

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 With respect to the Services to be provided by Consultant and the administration of this Contract, SMU and Consultant shall designate a) the primary location of business to

(b)

§314 et seq.) and all other applicable laws regarding privacy or protection of personally identifiable information.

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

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

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.

SOUTHERN METHODIST UNIVERSITY

BY: _____
R. Gerald Turner
President

DATE: _____

[NAME OF CONSULTANT]

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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

A valid Certificate of Insurance, along with copies of policy provisions and the required endorsements, must be provided to SMU's Office of Risk Management by any person or entity who is (i) providing goods or services to or for SMU, (ii) using SMU property for events, programs or other purposes or (iii) otherwise doing business with SMU (each a "Contractor"). Insurance must be in place prior to commencement or provision of goods or services or the use of property or other business engagement and must be maintained throughout the term of the contract or other agreement or engagement between SMU and the Contractor (the "Contract"), and thereafter. Contractor, at its sole cost and expense including payment of any premium 7 (e)13.3 (em1P/5 60h (r)3.7 (a)13.3 (c)-s)-2.7 (Td()Tj0.004 Tc -0.02

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 Requirsu[(l)-95 (n)-4.9
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EXHIBIT C

**PRIMARY LOCATION OF BUSINESS TO RECEIVE
NOTICES, INVOICES AND PAYMENTS;
DESIGNATED PERSONS TO RECEIVE NOTICES
AND AUTHORIZED TO SIGN**

PRIMARY LOCATION OF BUSINESS TO RECEIVE NOTICES:

Any notice required or permitted to be delivered must be in writing and may be given by certified or registered mail, facsimile, hand delivery or by overnight courier and shall be deemed to be received (a) if given by certified or registered mail, three days after deposited in the United States mail, postage prepaid, certified mail, return receipt 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.

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Invoices shall be sent to SMU electronically to invoices@smu.edu and include the primary SMU contacts name on the invoice.

Payments shall be sent to Consultant 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 Consultant: _____

SMU's Representatives: Dawn Rogers, Senior Associate Athletic Director/Internal Affairs and Paul J. Ward, General Counsel

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

Consultant shall not take direction from persons in academic, administrative or operating units of SMU not specifically named herein. It is agreed, if Consultant takes direction from persons not named herein and proceeds to perform additional services, modifies