



Purchasing Department

PO Box 750416
Dallas, TX 75275

REQUEST FOR PROPOSAL

RFP Number: SMU-20240711

MEADOWS MUSEUM PUBLIC RELATIONS SERVICES

All bids in response to this RFP are due before:

5:00 PM Central Time on Friday, July 26, 2024

Please be sure to include this RFP # on Any Submissions

Section 1

Introduction

1.1 Background

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

SMU has over 12,000 students studying in eight degree-granting schools: Cox School of Business, Dedman College of Humanities and Sciences, Meadows School of the Arts, Bobby B. Lyle School of Engineering, Dedman School of Law, Annette Caldwell Simmons School of Education and Human Development, Perkins School of Theology, and Moody School of Graduate and Advanced Studies.

Founded in 1911 by what is now The United Methodist Church, SMU is nonsectarian in its teaching and committed to academic freedom and open inquiry. Owned by the South Central Jurisdiction of the United Methodist Church, SMU is managed by a Board of Trustees that includes civic, business, education, and religious leaders who represent various faiths and geographic areas.

For more than a decade, the Meadows Museum has conducted its PRoanducfhethkTc 0.002 Tw 0.272 0 Td4

1.3 RFP Schedule

Issue Request for Proposals	Thursday, July 11
Last Day for Questions by 5:00 PM	Wednesday, July 24
Proposals Due by 5:00 PM	Friday, July 26
Interviews (if necessary)	Wednesday, July 31 –

with any vendor if such action is deemed to be in the best interest of SMU.

1.9 Proposal Submittal

Suppliers interested in participating in the RFP should submit four (4) hard copies and one electronic PDF copy of your proposal to be received no later than close of business, 5:00 PM on Closing Date indicated in RFP Schedule. Proposals received after that due date may be rejected. To the extent reasonably possible, the University shall keep all proposals confidential.

Proposals must be received by 5:00 PM CST on or before Friday, July 26, 2024.

Proposal delivery addresses:

Electronic

harmony@smu.edu

Postal Mail

SMU Purchasing
Attn: Harmony Mei
PO Box 750416
Dallas, Texas 75275-0416

Courier/Physical

SMU Purchasing
Attn: Harmony Mei
6116 North Central Expressway, Suite 205A
Dallas, Texas 75275-0416

Section 2

RFP Proposal Content Requirements

All companies submitting proposals should include a comprehensive response to items as specified in the RFP document and Scope of Work. Proposals are required to follow the exact order as provided in the RFP document and reference the appropriate section identification when responding to questions or providing company information. Proposals shall be prepared according to the following layout:

Introductory Letter & Executive Summary

Company Information

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

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

Provide the company's corporate and local addresses (if different), main phone number, web address, and person authorized to commit the

Section 4

Objectives

Increase national recognition of the Meadows Museum as the leading U.S. institution focused on studying and presenting the art of Spain

- Describe strategies to increase press coverage of the Meadows Museum's exhibitions and demonstrate ROI to lenders and funding sources.
- Describe strategies for additional support, especially including an upcoming ask to The Meadows Foundation for another 10-year gift in 2025.

Increase local and regional recognition of the Meadows Museum as a top-ranked DFW institution

- Describe how your firm will elevate the Meadows Museum to be recognized at the same level as its peer institutions in the area, including the Dallas Museum of Art, the Nasher Sculpture Center, Amon Carter Museum of American Art, Modern Art Museum of Fort Worth, etc.
- Describe how your firm will emphasize that the Meadows Museum is a member of the Association of Art Museum Directors (AAMD).

Increase the perception of the Meadows Museum as a top tourist attraction in the region

- Describe some strategies to rebound Meadows Museum's attendance figures to pre-COVID levels.
- Describe some strategies to demonstrate appeal to tourists and to garner more support from VisitDallas.

Develop synergies with SMU's branding and communications

- Describe how your firm will converge with stories that fit SMU's brand pillars and have the potential to bring resources and support to the museum and the University

SAMPLE CONTRACT
TO PROVIDE SERVICES ON AN
ANNUAL BASIS
TO
SOUTHERN METHODIST UNIVERSITY
BY
(CONTRACTOR)

This Contract to provide services ("the Services") on an Annual Basis (this "Contract") is made by and between Southern Methodist University ("SMU"), a Texas nonprofit corporation, with its principal offices located at 6425 Boaz Lane, Dallas, Texas 75205, and [enter vendor] ("Contractor"), a [enter state] corporation, with its principal offices located at [enter address].

ARTICLE 1: SERVICES TO BE PROVIDED UNDER THIS CONTRACT

Contractor will provide to SMU the services described in Contractor's Proposal, attached hereto as Exhibit A. 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 shall include straight-time wages,

ARTICLE 3: CONTRACT SUM AND PAYMENTS

3.1 SMU shall pay to Contractor the Contract sum **not to exceed** [enter estimated amount] \$XXX,XXX (XXXX Dollars and No Cents) during each annual term of this Contract. Contractor will invoice SMU on a monthly basis based upon completion of Services as described in quotes or proposals accepted by SMU. Each invoice will be delivered to SMU at the address set forth in Exhibit

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.

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.

any

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 will be performing the Services) to be subcontracted to perform the Services under this Contract.

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 10.46141 TdJ1.30.002 T5c 0.

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.

5.14 (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 e5.3 (2.9 (4-5.9 (U)2.

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-

any personal compensation or consideration by or from Contractor or any of Contractor's directors, officers, employees, or agents in connection with the obtaining, arranging, or negotiation of this Contract. Contractor agrees that the consideration to be paid by SMU under this Contract represents fair and reasonable consideration relative to the value of services to be provided by Contractor to SMU.

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

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

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

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

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

SOUTHERN METHODIST UNIVERSITY

BY: _____
SMU Signatory
Title

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

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

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

SOUTHERN METHODIST UNIVERSITY

Standard Minimum Limits of Liability and Certificate of Insurance Requirements

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

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

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

EXHIBIT B
PRIMARY LOCATION OF BUSINESS TO RECEIVE NOTICES,
PRIMARY LOCATION OF BUSINESS TO RECEIVE INVOICES AND PAYMENTS
DESIGNATED PERSONS TO RECEIVE NOTICES
OPERATIONAL POINTS OF CONTACT
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.

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

For Contractor:

For SMU:

Southern Methodist University
Shannon S. Brown
Director of Purchasing
6116 North Central Expressway, Suite 205A
Dallas, TX 75206
Telephone: (214) 768-4909
shannonbrown@smu.edu

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 shall be sent to SMU via email to invoices@smu.edu as a PDF attachment only. For timely invoice processing and payment, invoices should include the following information:

- Supplier ID
- Department requester or name of primary point of contact
- SMU School, Division or Area
- SMU Department #/Org # (a 6-digit number which identifies the department)
- Purchase order #

Payments shall 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:

For SMU:

Southern Methodist University
Shannon S. Brown

OPERATIONAL POINTS OF CONTACT

The parties hereby designate and appoint the following persons to be the operational points of contacts.

For Contractor:

For SMU:

DESIGNATED PERSONS AUTHORIZED TO SIGN:

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

For Contractor:

For SMU:

Directives:

Shannon S. Brown, Director of Purchasing

Authorizations, Contracts, Change Orders:

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

Dr. R. Gerald T. 15.06.12 (02)66 (01)24601660.00251002 Tc 01.3 (f39 Td[(C6 (d)/P A