GEORGE MASON UNIVERSITY

Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

STANDARD CONTRACT
GMU-ER0415-26

This Contract entered on this 10th day of August, 2026 (Effective Date) by Arthur J Gallagher Risk Management & Insurance Services LLC hereinafter called "Contractor" (located at 235 Highlandia Drive, Suite 200, Baton Rouge, LA 70810) and George Mason University hereinafter called "George Mason," "University".

I. **WITNESSETH** that the Contractor and George Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. **SCOPE OF CONTRACT:** The Contractor shall provide Insurance Broker/Risk Management Consulting Services for the Operational Risk Management department of George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by George Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by George Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

George Mason may, upon written notice, terminate any individual Statement of Work ("SOW") issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

III. **PERIOD OF CONTRACT:** One year from the Effective Date with six (6) successive one-year renewal options.

IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges. The Annual Fee and Commission Schedule are held firm for the life of this Contract.

- **Annual Fixed Fee:** $50,000;
- **Commission Schedule:**
  - In the first-year coverage is placed, fixed commission capped at 12.5%, established separately for each existing coverage line transitioned to Gallagher, any new coverage lines and the following additional lines of coverage:
    - Cyber Insurance
    - International Travel Insurance
    - Mason Recreation Catastrophic Coverage
  - Fixed commission capped at 10% for renewal of coverage above in subsequent years
  - For any coverage line with annual premium exceeding $100,000, commissions are capped at:
    - 10% during year 1, and
    - 8% during subsequent years of the Contract.

Annual Fixed Fee & Commissions Include:
Day-to-day brokerage, claims advocacy, risk management consulting/advisory, account service activities, basic risk control, market stewardship, educational resources and technology platforms (Gallagher Insight, Gallagher Drive, Gallagher GO, Gallagher eRiskHub, Gallagher Submit, Gallagher STEP, CSR24, Gallagher), and account management services necessary to support and administer George Mason University's insurance and risk management program on a day-to-day basis as outlined in the scope of services in the RFP.

Risk Management Consulting Services:

Risk management consulting hourly rate shall only be assessed in the event George Mason requests a specialized project or consulting engagement. Any consulting fees require an agreed upon scope of work that outlines the project scope, deliverables, timeline and proposed compensation, based on the hourly rates below.

Risk Management Consulting Services	
Labor category	**Hourly Rate**
Managing Director	$375.00
Senior Consultant	$325.00
Account Executive	$225.00
Staff Consultant	$175.00
Administrative Support	$75.00

V. **CONTRACT ADMINISTRATION:** Samantha McClelland, Director, Operational Risk Management, Risk, Safety, and Resilience, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. **METHOD OF PAYMENT:** Net 30 payment terms. Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a George Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services are rendered or goods received, except for insurance premiums and the annual fixed fee. All invoices will be paid Net 30, after receipt of invoice in the accounts payable email inbox.

VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

A. This signed form;
B. Data Security Addendum (attached);
C. Negotiation Response(s) dated August 5, 2026 (attached);
D. RFP No. GMU-ER0415-26, in its entirety (attached);
E. Contractor's proposal dated May 18, 2026 (attached).

VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and their Vendors.* Documents may be viewed at: https://vascupp.org.

IX. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, this Contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing this Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. **STANDARD TERMS AND CONDITIONS:**

A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules.* If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules,* § 36).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties’ prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason’s sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.

I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of this Contract.

2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of the contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
Purch1@gmu.edu

2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.

3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.

4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules.*

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract. George Mason is prohibited from agreeing to pay other parties' collection fees or attorney's fees and shall not pay Contractor's attorney's fees unless they are awarded against George Mason by a court of competent jurisdiction in the Commonwealth of Virginia.

M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Virginia State Corporation Commission (SCC) registration, and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at https://universitypolicy.gmu.edu/all-policies/ and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.

O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules)*, the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
   a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
   b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
   c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, George Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason may have.

S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL:

1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:

   a. notify George Mason (by sending an email to export@gmu.edu), and

   b. receive written authorization for shipment from George Mason's Director of Export Controls.

   The notification provided by the Contractor must include the name of the George Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to George Mason of any Munitions Item, it will reimburse George Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain George Mason's written pre-authorization.

2. **Dual-Use Items**: If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the George Mason point of contact to: export@gmu.edu.

V. FORCE MAJEURE: George Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of George Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.

W. FUTURE GOODS AND SERVICES: George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.

X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.

Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.

AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason. George Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.1 AA. For more information, please visit http://ati.gmu.edu, under Policies and Procedures.

BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason shall be named as an additional insured for Commercial General Liability Insurance. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars ($1,000,000) per occurrence; and

4. An umbrella/excess policy in an amount not less than five million dollars ($5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless George Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for George Mason will not be disclosed to any other person or entity without the written permission of George Mason.

2. Work Made for Hire. Contractor warrants to George Mason that George Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the

Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. NON-SOLICITATION / NON-COMPETE**:** George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. All University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.

GG. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

HH. PUBLICATION OF CONTRACT DOCUMENTS: It is a statutory requirement for George Mason to utilize eVA (electronic Virginia), the Commonwealth of Virginia's agency-wide procurement online system. This Contract and related documents, including but not limited to purchase orders, invoices, proposals, scopes of work and pricing data are subject to publication and shall not be treated as confidential or require notification to any party prior to disclosure.

II. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.

JJ. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.

KK. RENEWAL OF CONTRACT: This Contract may be renewed by George Mason for six (6) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

LL. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/."

MM. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason's reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason's request, provide George Mason with a copy of its response.

If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason's reasonable requests in connection with its response.

NN. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

OO. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.

PP. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

QQ. SWaM CERTIFICATION: Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 60 days prior to existing SWaM expiration at https://www.sbsd.virginia.gov/.

RR. TARIFF & DUTY FEES: In the event that any new tariffs, import duties, taxes, or other government-imposed fees or restrictions are enacted or increased after the Effective Date of this Contract, and such impositions materially impact the Contractor's cost of goods, materials, or services required to fulfill its obligations under this Contract, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor must provide written notice and reasonable documentation supporting the increase in costs due to such governmental actions. The documentation should demonstrate: (i) the unit price paid by Contractor as of the date of contract award or date of Purchase Order issuance (whichever comes earlier) for the good or raw material used to furnish the goods to the University under this Contract; (ii) the applicability of the tariff to the specific good or raw material being impacted; (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material); and (iv) the additional charges to the University reflect a simple pass-through expense with no markup. The evidence submitted shall be sufficient in detail and content to allow the University to verify that the tariff is the cause of the price change. The University, in its sole judgement, will determine whether to accept and pay for such additional charges.

SS. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of George Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by George Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.

3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of George Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.

4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

5. Contractor shall notify George Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by George Mason.

6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for George Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

TT. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.

2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may

be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.

3. George Mason reserves the right in its sole discretion to perform audits of Contractor, at George Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to George Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

UU. UNIVERSITY DATA UPON REQUEST, TERMINATION OR EXPIRATION: Upon request, termination or expiration of the Contract, Contractor will ensure that all University Data are securely provided, returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made. Transfer to George Mason or a third party designated by George Mason shall occur within a reasonable period of time, and without significant interruption in service. University Data must be provided in the requested format. If it is unreasonable to provide University Data in the requested format, Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of George Mason or its transferee, and to the extent technologically feasible, that George Mason will have reasonable access to University Data during the provision of the data or transition. In the event that George Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing George Mason access to Contractor's facilities to remove and destroy George Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to George Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to George Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on George Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

VV. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of George Mason are subject to George Mason's review and approval.

WW. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Arthur J Gallagher Risk Management & Insurance Services LLC	**George Mason University**
Signed by: Brad Fife D3239AC84FBA4F7...	DocuSigned by: Clifford Shore E1DA89EA373640A...
Signature	Signature
Name: Brad Fife	Name: Clifford Shore
Title: Area President	Title: Chief Procurement Officer
Date: 8/7/2026	Date: 8/7/2026

Data Security Addendum for inclusion in GMU-ER0415-26 with
George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Arthur J Gallagher Risk Management & Insurance Services LLC ("Selected Firm/Vendor") as of the Effective Date (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University's Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

1. **Definitions**
   Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.
   a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
   b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
   c. **"Protected Data" means** data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. 'Protected Data' includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
   d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
   e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
   f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. **Data Security**
   a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.

   b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. **Employee Background Checks and Qualifications**

a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. **Insurance**
   a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than $2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. **Security Breach**
   a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. **Audits**
   a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
   b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
   c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

Arthur J Gallagher Risk Management & Insurance Services LLC

Signed by:
Brad Fife
D3239AC84FBA4F7...
Signature

Name: Brad Fife

Title: Area President

Date: 8/7/2026

George Mason University

DocuSigned by:
Clifford Shore
E1DA89EA373640A...
Signature

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 8/7/2026

GEORGE MASON UNIVERSITY

Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

August 5, 2026

Brad Fife
Area President –Brad_Fife@ajg.com
Arthur J Gallagher Risk Management & Insurance Services LLC (hereafter referred to as "Gallagher")
235 Highlandia Drive, Suite 200
Baton Rouge, LA 70810

SUBJECT: Negotiations for RFP GMU-ER0415-26, Insurance Broker/Risk Management Consulting Services

Dear Mr. Fife:

We have reached the point in the evaluation process where we are ready to start negotiations/clarifications as provided for in Section XIII, B of the subject RFP. Therefore, we would appreciate your response to the following statements and questions, by responding within this document and maintaining the Microsoft Word formatting. A response is requested no later than end of day **Wednesday, August 5, 2026**.

1. The proposed fee structure is confusing. Please clarify if Gallagher is proposing an annual fee of $55,000 **and** commissions for insurance lines or if the proposal is for an annual fee **or** commissions for insurance lines?

   If Gallagher's intent is to charge an annual fee and a commission per line of insurance, will Gallagher provide a reduced, fixed commission schedule by coverage line?

   Gallagher Response: Gallagher's proposed compensation structure consists of an annual fixed service fee of $55,000 together with a reduced commission schedule for insurance placements. Accordingly, our proposal is a combination of both a fixed annual fee and commissions, rather than an either/or arrangement. Gallagher structured its proposed compensation in this manner since the scope of services contemplate risk advisory services beyond traditional brokerage and insurance placement services.

   Our proposed compensation structure is as follows:
   - **Annual Fixed Service Fee: $55,000 per year.**
   - **Year 1 Commission Schedule: 15% commission on insurance programs transitioned to Gallagher and on any new lines of coverage placed by Gallagher.**
   - **Years 2 and Beyond: 12.5% commission on placed insurance programs.**
   - **For any coverage line with annual premium exceeding $100,000, commissions would be capped at:**
     - **10% during Year 1, and**
     - **8% during subsequent years of the agreement.**

   Gallagher remains flexible and is willing to discuss alternative fee and commission structures that best align with George Mason University's objectives and compensation preferences.

   George Mason Response: Please see response to question 2.

2. What are the specific differences between the services included in the annual fee (beyond Placement Services, General Services, and Claims Services) and the services covered by the commission paid per line?

<u>Gallagher Response</u>:
Commissions compensate Gallagher for insurance brokerage, placement and servicing activities associated with specific policies. The annual fixed service fee compensates Gallagher for enterprise-level risk consulting, basic risk control, educational resources, technology platforms, and advisory services that benefit George Mason University regardless of whether a particular line of insurance is placed through Gallagher. This structure ensures George Mason University has access to Gallagher's full suite of resources and subject matter expertise across its risk management program, including support unrelated to insured lines placed by Gallagher.

<u>George Mason Response (combining Q1 and Q2)</u>: Thank you for clarifying the fee structure. To confirm, there are three distinct cost components: (1) the annual fixed service fee, (2) insurance placement commissions, and (3) project-specific consulting fees. Based on our institution's historical utilization of brokerage services, the proposed $55,000 annual service fee does not present a favorable return on investment. Our engagement has primarily consisted of insurance placement and occasional advisory support, and we do not anticipate a level of enterprise-level risk consulting, basic risk control, educational resources, technology platforms, and advisory services that would justify such a significant fixed annual cost.

That said, we recognize the value of Gallagher's educational resources, technology platforms, training opportunities, and professional expertise. Access to these resources are important to our risk management program, and we believe they warrant fair compensation. However, a $55,000 annual fee in addition to placement commissions appears disproportionate to our anticipated usage.

Will Gallagher agree to the following revised compensation structure? I wanted to note that George Mason had to move forward and bind coverage for Catastrophic Coverage with Marsh to avoid a lapse in coverage.

- An annual fixed service fee not to exceed $35,000;
- A reduced fixed commission schedule established separately for each coverage line, with commissions not to exceed 10%. for year 1 and
  Cyber Insurance
  International Travel Insurance
  Mason Recreation Catastrophic Coverage
- 12.5% on any new coverage lines for year 1 and 10% thereafter.
- A reduced capped commission fee for year 1 and subsequent years for any coverage line with annual premium exceeding $100,000.

We would welcome discussion around a reduced annual access fee that reflects expected utilization while maintaining placement commissions as appropriate. We believe this structure better aligns value, service, and long-term partnership. If Gallagher cannot agree to the requested rates, please provide your best reduced annual fee and commission schedule by coverage line.

<u>Gallagher Response</u>: In good faith, Gallagher agrees to amend its proposed compensation structure as follows:

- **An annual fixed service fee not to exceed $50,000;**
- **Commission Schedule:**
  - **In the first-year coverage is placed, fixed commission not to exceed 12.5% established separately for each existing coverage line transitioned to Gallagher, any new coverage lines and the following additional lines of coverage:**
    - **Cyber Insurance**
    - **International Travel Insurance**
    - **Mason Recreation Catastrophic Coverage**
  - **Fixed commission of 10% for renewal of coverage above in subsequent years**
- **A reduced fixed commission of 10% for placement of any line of coverage when initially placed and subsequent years when annual premium exceeds $100,000.**

George Mason Response: acknowledges and accepts

3. If Gallagher is engaged for consulting services that fall outside of the services outlined in Gallagher's proposal, how is the fee determined?

Gallagher Response:
Gallagher's intent is to include most risk consulting services within the annual fixed service fee. In the event George Mason University requests a specialized project or consulting engagement that falls outside the agreed-upon scope of services, Gallagher would develop a mutually agreed-upon statement of work outlining the project scope, deliverables, timeline, and proposed compensation.
Fees for such services would be based on the complexity of the assignment, level of subject matter expertise required, and anticipated resource commitment. Any additional fees would be fully disclosed and approved by George Mason University before work begins.

George Mason Response: For transparency and budgeting purposes, we request a hourly rate fee structure per labor category for specialized project and consulting services that fall outside the agreed-upon scope. While we understand project fees will vary based on complexity and be mutually approved through a statement of work, we request the hourly rate fee schedule that will be the basis for each statement of work. Having this will help George Mason University better anticipate and plan for future engagements.

Labor category	Gallagher Proposed Hourly Rate

Gallagher Response: Gallagher typically performs specialized projects and consulting services for a negotiated fixed fee based on an agreed scope of work. We have found this to be the most advantageous compensation structure for our higher education clients. However, the following are hourly rates we agree to use for any specialized projects and consulting services requested by George Mason University.

Labor category	Gallagher Proposed Hourly Rate
Managing Director	$375.00
Senior Consultant	$325.00
Account Executive	$225.00
Staff Consultant	$175.00
Administrative Support	$75.00

4. Define what services would fall outside of what is included in the annual fee and/or commissions paid by George Mason.

Gallagher Response:

Gallagher's intent is to include the vast majority of day-to-day brokerage, claims advocacy, risk management consulting, account service activities, educational resources and technology platforms (Gallagher Insight, Gallagher Drive, Gallagher GO, Gallagher eRiskHub, Gallagher Submit, Gallagher STEP, CSR24, Gallagher) within the annual fixed service fee and commission structure. Services that may require separate compensation are typically discretionary, project-based engagements or technology solutions that are not necessary for the ongoing administration of George Mason University's insurance and risk management program.
Examples include captive feasibility studies, captive management services, actuarial services, enterprise risk management program development, facilitated ERM workshops, proprietary technology platforms including RiskTrack and Gallagher Verify, as well as other specialized consulting projects requested by George Mason University. Any such engagement would be separately scoped, priced, and approved by George Mason University prior to commencement.

George Mason Response: Please clarify what would trigger a "specialized consulting project" that's not included in the annual fixed fee.

Gallagher Response: The annual fixed fee is intended to cover the ongoing brokerage, risk management advisory, basic risk control, claims advocacy, market stewardship, and account management services necessary to support and administer George Mason University's insurance and risk management program on a day-to-day basis as outlined in the scope of services in the RFP. A "specialized project" or consulting engagement would typically be triggered when George Mason University requests services that are outside the scope of routine brokerage and advisory activities and require a dedicated project team, specialized subject matter expertise, significant additional time commitments, proprietary technology solutions outside of what has been included in our fee, or other resources.

George Mason Response: acknowledges and accepts

5. Gallagher referenced several technology tools and educational resources in their oral presentation. Can we establish service-based credits or fee reductions tied to utilization of these resources? If yes, please outline the specific milestone or utilization George Mason would need to reach for each offered resource and how utilization would lower the annual fee.

Gallagher Response:
Gallagher does not generally provide utilization-based credits or fee reductions tied to the use of technology tools, educational resources, or advisory services because these resources are included as part of our client service model and are available to George Mason University regardless of usage levels. Our objective is to provide unrestricted access to Gallagher's resources and expertise to maximize value and support institutional risk management goals. Specialized technology platforms including Gallagher Verify and RiskMap may be contracted separately and priced based on scope and usage requirements.

George Mason Response: acknowledges and accepts

6. Are there any additional financial or value-added incentives that Gallagher can provide to George Mason?

Gallagher Response: Gallagher believes the greatest value we can provide George Mason University is through the extensive resources, expertise, and advisory services included within our proposed service model at no additional cost. Gallagher is prepared to offer the following value-added resources:

- **Access to Gallagher's higher education subject matter experts, benchmarking resources, and proprietary research.**
- **Participation in select Gallagher-hosted educational programs, webinars, and risk management workshops.**
- **Access to claims advocacy and risk control specialists to assist with complex risk management initiatives.**

- **Strategic consultation regarding emerging risks, insurance market trends, and program optimization opportunities.**
- **Access to Gallagher's client technology tools, dashboards, and reporting resources that support risk management and decision-making.**

In addition, Gallagher is willing to periodically review the scope of services, program structure, and utilization of available resources with George Mason University to identify opportunities for operational efficiencies, cost savings, and enhanced value throughout the term of the agreement.

George Mason Response: Will Gallagher agree to conduct an annual review meeting, at no additional cost, to evaluate George Mason's insurance program and identify opportunities for cost savings, operational improvements, and enhanced value?

Gallagher Response: **Yes. This activity is included in Gallagher's annual fixed fee.**

George Mason Response: acknowledges and accepts

7. Confirm you acknowledge and accept that if travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's polices, http://fiscal.gmu.edu/travel/, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by George Mason. George Mason does not allow hourly rates to be invoiced for travel time.

Gallagher Response: Typically, Gallagher does not bill its clients for travel expenses. We do not expect travel to be excessive for the services described in the RFP. Gallagher acknowledges and accepts George Mason University's travel and reimbursement requirements as described.

George Mason Response: acknowledges and accepts

8. Confirm Gallagher will send a Declaration of Coverage to the Contract Administrator every year once George Mason binds a line of coverage. Can Gallagher commit to providing pricing transparency by breaking down the commission vs insurance premium in the Declaration of Coverage and/or invoice?

Gallagher Response: Gallagher confirms that an annual Declaration of Coverage will be provided to the George Mason University Contract Administrator for each bound line of coverage. Gallagher also commits to providing pricing transparency by separately identifying the insurance premium and broker commission associated with each placement, either within the Declaration of Coverage, invoice, or accompanying coverage summary documentation, as requested by the University.

George Mason Response: acknowledges and accepts

9. Confirm that if Gallagher is engaged for consulting services Gallagher will not add additional terms and conditions to any scope/statement of work, quote, or proposal ("SOW") issued to George Mason. George Mason shall not be required to sign a separate SOW, quote, or proposal and each shall be limited to an outline or description of the work to be performed under each specific engagement. George Mason's issuance of a Purchase Order is considered confirmation of the engagement. All engagements issued under this agreement shall be governed by the negotiated terms of contract GMU-ER0415-26.

Gallagher Response: Gallagher acknowledges and accepts that any consulting services performed pursuant to this agreement shall be governed exclusively by the terms and conditions of Contract No. GMU-ER0415-26. Gallagher will not require George Mason University to execute separate terms and conditions in connection with any scope of work, proposal, quote, or statement of work issued under the agreement.

Any scope of work, proposal, quote, or statement of work provided by Gallagher will be limited to describing the services to be performed, project scope, deliverables, timeline, and applicable pricing, if any, and will not modify or supersede the terms of the underlying contract.

Gallagher further acknowledges that George Mason University's issuance of a Purchase Order will constitute authorization to proceed with the applicable engagement, and that all services performed under such engagements shall remain subject to the negotiated terms and conditions of Contract No. GMU-ER0415-26.

George Mason Response: acknowledges and accepts

10. Confirm that if Gallagher is engaged for consulting services, in addition to defining an agreed upon scope and expected outcomes, all SOW's issued under GMU-ER0415-26 will outline the specific level of effort including the estimated number of hours per labor category to complete each task or deliverable.

Gallagher Response: Gallagher confirms. Gallagher will provide estimated levels of effort, including estimated hours by labor category where applicable to the proposed engagement and pricing methodology when consulting services provided are in addition to the services included in Gallagher's annual fixed service fee.

George Mason Response: acknowledges and accepts

11. Confirm Gallagher understands and agrees that all invoices submitted for consulting services will be paid Net 30 after services rendered and receipt of invoice in the George Mason Accounts Payable email inbox, acctpay@gmu.edu, whichever is later. Invoices must detail the actual work performed per labor category with the agreed upon rates.

Gallagher Response: Gallagher confirms and accepts this requirement. For consulting services provided in addition to the services included in Gallagher's annual fixed service fee, the invoices will also include a detailed description of the services performed, applicable labor categories, hours worked and agreed-upon rates, where applicable to the pricing methodology established in the approved scope of work.

George Mason Response: acknowledges and accepts

12. George Mason Recreation maintains Catastrophic accident insurance coverage for the Club Sport participants. In the event of a catastrophic injury requiring a claim, what role would Gallagher play in assisting George Mason Recreation staff throughout the claims process? Specifically, how would you support George Mason Recreation from the initial incident through claim resolution, and what level of advocacy and communication could George Mason Recreation expect?

Gallagher Response:
Gallagher Special Risk provides unmatched claims advocacy. Gallagher is the largest broker partner of both Mutual of Omaha and Zurich (the two largest carriers in the Club Sports Catastrophic space). As their largest partner, Gallagher has extensive experience advocating for clients on club catastrophic claims. Gallagher is involved in the claims process from start to finish. Initially, Gallagher will help George Mason University complete and file the claim form with injury details. Gallagher will be available as a resource to explain the coverage to both George Mason University, your injured student and their family. Gallagher will work with the claimant and George Mason University to track down itemized bills, primary insurance explanations of benefits and medical records (if needed). Gallagher's experience with advocacy benefits our clients as we help them to collect treatment notes, medical records, itemized bills, and other documentation that might be needed to get a claim paid. Gallagher will be your main point of contact and will act as a point of contact for your injured student and their family to ensure that all aspects of the claims process are handled properly from start to finish. Gallagher will take ownership of and provide advocacy until a claim is paid.

George Mason Response: acknowledges and accepts

13. In accordance with the option selected on Gallagher's signed RFP GMU-ER0415-26 proposal cover page confirm Gallagher included all proposed exceptions and/or redlines with the Gallagher proposal and understands that no additional contract exceptions, redlines, Gallagher documents, or additional terms will be considered beyond what has already been submitted by Gallagher, as outlined below, unless proposed by George Mason, if awarded a contract.

Gallagher Response: Gallagher confirms that all proposed contract exceptions, redlines, and requested modifications were submitted with its proposal response to RFP GMU-ER0415-26. Gallagher understands and agrees that no additional contractual exceptions, redlines, terms and conditions, or supplemental Gallagher documents will be proposed following award unless specifically requested by George Mason University. Any awarded contract will be governed by the final negotiated and executed agreement.

George Mason Response: acknowledges and accepts

14. Contract exceptions, redlines, and modifications:
George Mason can accept naming us as an additional insurance for General Liability only. Please confirm the below addition in red is acceptable.

BB INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason shall be named as an additional insured for Commercial General Liability Insurance. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars ($1,000,000) per occurrence; and

4. An umbrella/excess policy in an amount not less than five million dollars ($5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

George Mason Response: acknowledges and accepts

Gallagher Response: Gallagher confirms and accepts the proposed insurance language, including the requirement that the Commonwealth of Virginia and George Mason University be named as additional insureds under Gallagher's Commercial General Liability policy only.

Please clarify your second Standard Contract exception:

To the extent carriers release terms 90 days in advance, Gallagher will provide renewal terms within the specified time frame as noted in the General Services letter l on page 6 of GMU-ER0415-26.

Where are you requesting this modification? Other than the insurance clause, I don't see any notes or highlights in the Standard Contract attachment in the Gallagher proposal.

Gallagher Response:

a. **Gallagher is not proposing a specific modification to the Standard Contract language. The statement referenced in our proposal was intended to clarify a requirement included in Section XI. STATEMENT OF NEEDS. A. GENERAL REQUIREMENTS. 2. General Services. Item l. which states: *"Provide annual renewal quotes on all annual policies three (3) months prior to renewal date, and three (3) months prior to expiration of any multiyear policies."***

Sometimes there are practical limitations associated with obtaining renewal indications, quotes, and terms from insurance carriers. Gallagher understands George Mason University's expectation to receive renewal terms as early as possible and is committed to proactively managing the renewal process to meet the timelines outlined in the RFP whenever market conditions permit. However, the timing of renewal indications and final carrier terms is ultimately dependent upon the respective insurers and their underwriting processes.

To the extent carriers release renewal terms 90 days or more in advance of expiration, Gallagher will promptly provide those terms to George Mason University. Where carriers release terms closer to renewal, Gallagher will provide all available information as soon as it is received and will continue to advocate for the earliest possible delivery of renewal quotes and coverage terms.

George Mason Response: **acknowledges and accepts**

Please advise if you have any questions or need clarification before responding.

Regards,

Erin Rauch

Erin Rauch, CPPB, VCO, CUPO
Director, Strategic Sourcing, Purchasing

Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

REQUEST FOR PROPOSALS
GMU-ER0415-26

ISSUE DATE:	April 21, 2026
TITLE:	Insurance Broker/Risk Management Consulting Services
PRIMARY PROCUREMENT OFFICER:	Erin Rauch, Director, Strategic Sourcing
SECONDARY PROCUREMENT OFFICER:	Katherine Sirotin, Director, Major Purchases & Contracts

QUESTIONS/INQUIRIES: Submit all inquiries through George Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on April 30, 2026. **All questions must be submitted through George Mason's Bonfire portal. Only submit one question per entry. Do not include your name or the name of your firm/company in the Question Subject/Title or the Question Description.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's Help Forum. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on May 5, 2026.

PROPOSAL DUE DATE AND TIME: May 19, 2026 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. George Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: ______________________	Date: ______________________
DBA: ______________________	
Address: ______________________	By: ______________________
______________________	Signature
FEI/FIN No. ______________________	Name: ______________________
Fax No. ______________________	Title: ______________________
Email: ______________________	Telephone No. ______________________

SWaM Certified: Yes: __________ No: __________ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: ______________________

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

☐ **Option 1:** Full Acceptance:
1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have no proposed changes.
3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason.

☐ **Option 2:** Proposed Exceptions and/or Additional Documents Submitted:
1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules, § 36* or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

OFFEROR PROPOSAL SUBMISSION CHECKLIST

Offerors responding to this RFP should use this checklist to ensure all requested documents are completed and submitted with their proposal.

- ☐ RFP Cover Page, accurately filled in and signed with checked off box confirming your proposal contains any exceptions to George Mason's Standard Contract and all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract.
- ☐ All addenda, if any were issued and a signature line is included.
- ☐ Attachment A - Small Business Subcontracting Plan. **This is a requirement for all Offerors**.
- ☐ Exceptions (if any) to George Mason's Standard Contract.
- ☐ Any Statements of Work or supplemental document(s) George Mason may be required to sign or that could potentially be incorporated into a final contract or apply during the term of a resulting contract.
- ☐ Any agreement that George Mason would be required to sign with a third party.
- ☐ State your payment preference as required in Bonfire. Only select one payment option.
- ☐ If your proposal contains proprietary information, you must submit a second copy in accordance with Section XII.A.1. General Requirements and Section XII.A.2.d. that outlines the specific submission format.

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GMU-ER0415-26

I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to represent George Mason University in the commercial insurance marketplace and provide an insurance program to support George Mason University's risk management goal to provide comprehensive coverage at the least possible cost and complement the services provided by the underwriters. George Mason University (herein after referred to as "George Mason," "Mason," or "University") is a public institution of higher education and agency of the Commonwealth of Virginia.

The selected vendor should meet the following requirements: (1) possess the degree of skill and knowledge requisite to the responsibilities of the contract, (2) exercise good faith and reasonable skill, care and diligence in the execution of the responsibilities required by the contract, (3) possess sufficient knowledge of the available policies, terms and conditions of coverage in lines of insurance required by the contract, and (4) procure any coverage requested or as soon as possible notify George Mason of the inability to do so.

II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's,* and any revisions thereto, and the *Governing Rules,* which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: https://vascupp.org

III. **COMMUNICATION:** Communications regarding the Request for Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of George Mason.

IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is George Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of George Mason's standard two-party contract and George Mason's General Terms and Conditions as outlined in Attachment B – Standard Contract. Any exceptions to our standard contract and General Terms and Conditions must be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and George Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education and agency of the Commonwealth of Virginia, George Mason cannot agree to any of the following terms in any documents:

A. An express or implied waiver of sovereign immunity.
B. An agreement to indemnify, defend or hold harmless any entity.
C. An agreement to maintain insurance.
D. An agreement providing for binding arbitration.
E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
F. Waiver of jury trial.
G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment B – Standard Contract, Statements of Work ("SOW") for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW's must be on a form approved by George Mason prior to the start of the contract.

In addition to the above note, the Offeror must submit with their proposal any agreement that George Mason would be required to sign with a third party.

V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: https://eva.virginia.gov/

VII. **SWaM CERTIFICATION**: Vendor agrees to fully support the Commonwealth of Virginia and George Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. https://www.sbsd.virginia.gov/

VIII. **SMALL BUSINESS SUBCONTRACTING PLAN**: All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to George Mason by the entity awarded a contract. Subcontractors cannot submit invoices to George Mason under any resulting contract.

IX. **PERIOD OF PERFORMANCE**: One (1) year from Effective Date of contract with six (6) successive one-year renewal options (or as negotiated).

X. **BACKGROUND**: George Mason University is a leading public research university committed to advancing knowledge, expanding opportunity, and preparing students to lead in a rapidly changing world. Our work strengthens communities, drives innovation, and contributes to a more just and prosperous society. To achieve our goals at the highest level, we engage with vendors who bring expertise, creativity, and excellence to help George Mason meet our mission. Visit gmu.edu/about for more information about the university.

The information below is provided for historical reference purposes ONLY and is not indicative of future spending or budget. Nothing herein shall be construed as a commitment or obligation of minimum spend. A copy of the previous contract award, GMU-1603-20 is available on George Mason's Contract Portal.

FY 2021	$	224,400
FY 2022	$	312,000
FY 2023	$	683,300
FY 2024	$	116,600
FY 2025	$	267,700
FY 2026	$	257,600

XI. **STATEMENT OF NEEDS**: George Mason seeks a contractor to provide comprehensive insurance brokerage and risk management consulting services. The contractor should be capable of performing all insurance and risk management services described herein on a worldwide basis to George Mason and its affiliated entities. George Mason strongly prefers a contractor that can provide on-site services at any George Mason campus within the Commonwealth of Virginia with no more than twenty-four (24) hours' notice when requested. Demonstrated experience in providing insurance brokerage and risk management services to research institutions of higher education with a global presence including the ability to support international operations, programs, and activities is strongly preferred. The contractor should possess the technical expertise, global brokerage capability, and insurer market access necessary to support the University's diverse academic, research, operational, and international risk exposures.
The contractor should provide services that meet or exceed acceptable levels of service quality and performance including but

not limited to the following:

A. <u>GENERAL REQUIREMENTS</u>: Act as insurance broker and risk management consultant with respect to various lines of insurance "as needed" and loss control, including the following services:

1. Placement Services:

   a. Determine George Mason's particular needs by scheduling fact-finding meetings, auditing current coverages, ascertaining long-term goals, and recommending coverage changes based on those goals.
   b. Solicit quotes from insurers and assist in evaluating the options received from insurers.
   c. Make a diligent effort to place insurance at the lowest possible price consistent with adequate limits, breath of coverage and stability of insurers.

2. General Services:

   a. Deliver confirmation of coverage, once it is placed.
   b. Follow up with insurance carriers to obtain policies and/or endorsements.
   c. Review policies and endorsements for conformity with agreed terms and coverages.
   d. Provide answers to George Mason and obtain clarification from insurers, underwriters, or adjusters regarding coverage.
   e. Administer insurance policies, including a formal review and analysis of the policy terms, conditions and coverage.
   f. Following policy renewal or placement, provide coverage documents to George Mason in a timely manner.
   g. Issue certificates or memoranda of insurance.
   h. Review premium and exposure audits, rating adjustments, dividend calculations and loss data.
   i. Provide invoices, except in the case of direct billing by insurers. Remit premiums to insurers and, where applicable, remit taxes and fees to the relevant authorities.
   j. Monitor published financial information of George Mason's current insurers and alert George Mason when one of those insurers falls below minimum financial guidelines.
   k. Develop a strategy for any upcoming renewal to be presented in writing to George Mason at a minimum of 90 days before expiration. Include and identify any intent intermediaries used in the quote process.
   l. Provide annual renewal quotes on all annual policies three (3) months prior to renewal date, and three (3) months prior to expiration of any multiyear policies.
   m. Disclose additional and coverage restrictions on all renewal quotes in a chart format as compared to the expiring coverage. Seek newly available enhancements to any policy and change, augment or amend any policy, if possible, after it is bound or before it is renewed in the best interest of George Mason.
   n. Provide or arrange for training in a variety of exposure areas, as requested.

3. Claims-Related Services: Promptly settle all claims for coverage; and at a minimum provide the following claims-related services, and other services that may apply:

   a. Evaluate coverage applicability on all placed business.
   b. Assist in the development of settlement strategies.
   c. Assist George Mason with insurer negotiations.
   d. Assist with the litigation management issues that impact claim settlements.
   e. Prepare loss notices to insurer and notify insurers of claims.
   f. Provide answers to George Mason and obtain clarification from insurers, underwriters or adjusters regarding claims questions.
   g. Provide loss run reports at the end of each policy period and upon request.

4. Risk Consulting / Loss Control Services:

   a. Provide risk management, and other services directly or indirectly; and other recommendations as requested by George Mason, including, but not limited to, minimization of loss potential, property or liability inspection, actuarial services, and transfer of risk techniques.
   b. Provide George Mason with advice and solutions across a comprehensive range of insurable and non-insurable risk issues.

5. Support: Provide worldwide service capability and 24/7 on-call support for urgent claims, major losses, international incidents, and other time-sensitive risk management matters.

B. SPECIFIC REQUIREMENTS: The Contractor should demonstrate experience in designing and placing insurance programs addressing complex higher education risk exposures, including but not limited to:

1. Research institution risk management, including laboratory operations, grant-funded research activities, and technology commercialization.
2. Human clinical trials and biomedical research, including clinical trial liability and participant injury coverage.
3. Artificial intelligence (AI) and emerging technology liability, including data governance, technology errors and omissions, and related professional liability risks.
4. Cyber liability and data security coverage, including privacy liability, network security, data breach response, ransomware, and business interruption.
5. Builder's risk and construction-related insurance for major capital projects, renovations, and infrastructure development.
6. Foreign liability coverage supporting study-abroad programs, international research, global partnerships, and other overseas activities.
7. Unmanned aircraft systems (UAS) / drone operations, including operational liability and equipment coverage for academic and research uses.
8. Athletic catastrophic (CAT) coverage and participant accident programs supporting intercollegiate athletics and any organized sports related activities.
9. Student arts, performances, and cultural programming, including coverage for exhibitions, performing arts events, and fine arts.

C. REPORTING AND DELIVERY REQUIREMENTS: The contractor should be able to meet the following reporting and delivery requirements.

1. Provide Coverage Recommendations: No less than sixty (60) days prior to the expiration or anniversary of any existing coverage, present recommendations concerning the renewal or anniversary.

2. Binders and Policies: Contractor should provide binder or other evidence of insurance within ten (10) working days of the effective date of any insurance policies. These should outline the coverages, including limits and deductibles. Endorsements to any policy should be delivered within thirty (30) days of the agreement on the endorsement.

3. Review Requirements: Meet with George Mason when each policy is delivered and no less than 90 days prior to the renewal/anniversary of any policy. These meetings are to review exposures, coverage, premiums, losses, and other items to verify the adequacy of insurance in anticipation of policy renewal or anniversary.

4. Loss Run Reports: Submit reports to George Mason within thirty (30) days of the completion of any survey unless otherwise agreed upon.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered, Offerors must submit a complete response to George Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see 2.d. below for details on how to submit a redacted proposal). The Offeror shall make no other distribution of the proposals.

   At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

   An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

   a. Pricing or any calculation used to determine pricing;
   b. A notation or footer on the bottom of every page with "proprietary and confidential;"
   c. Entire contents of company history or executive summary;
   d. A case study, social media post, or billboard already available to the public;
   e. Name of company or firm listed as a reference;
   f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

ELECTRONIC PROPOSAL SUBMISSION: **ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. George Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.**

The following shall apply:

a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at https://gmu.bonfirehub.com.

b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. George Mason recommends you submit your proposal the day prior to the due date.**

c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

d. Offerors should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's Help Forum.

e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

f. All solicitation schedules are subject to change.

g. Go to George Mason's Bonfire Portal for all updates and schedule changes. https://gmu.bonfirehub.com

h. All communication with Offerors will take place in Bonfire, to include negotiations. George Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

2. Proposal Presentation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2)

only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. A statement simply noting "trade secret" is not a sufficient reason for redaction. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: **A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.**

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to George Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

   George Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of George Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow George Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal. Proposals should be 11-point or larger and should not exceed 20 pages in length, including the procedural information, executive summary, and resumes.

1. Procedural information:

   a. Return signed cover page and all addenda, if any, signed and completed as required.
   b. Return Attachment A - Small Business Subcontracting Plan.
   c. Exceptions (if any) to George Mason's two-party contract, Attachment B.
   d. Any SOW or supplemental document George Mason may be required to sign. See section IV. Final Contract
   e. State your payment preference as required in Bonfire. (See section XV.)
   f. Answer the below questions with your proposal submission through Bonfire, as required.
      - Are you and/or your subcontractor currently involved in litigation with any party?
      - Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
      - Please list all lawsuits that involved your firm or any subcontractor in the last three years.
      - In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.

2. Executive Summary: Submit an executive summary at the beginning of the proposal response not to exceed 2 pages.

3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:

   a. Background and brief history of your company that includes the company size (number of personnel within the company—please designate number of full-time employees and number of contract employees)
   b. Names, qualifications and experience of personnel to be assigned to work with George Mason.
   c. No fewer than three (3) references that demonstrate your firm's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
   d. Provide a list of higher education schools your firm has done business with.
   e. Describe your experience providing the services requested in the Statement of Needs.
   f. Provide at least two brief case studies highlighting how you provided the services requested and the outcome on client objectives.

4. Describe your firm's global presence and worldwide services and support. Specifically describe your firm's experience consulting and providing foreign liability coverage recommendations that support study abroad programs, international research, global partnerships, and other overseas activities.

5. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

   a. Your approach to providing the services described herein.
   b. What, when and how services will be performed.
   c. Describe your approach to service delivery and responsiveness.
   d. Outline a project request from start to completion.

6. Proposed Pricing: Identify all cost associated with providing the products and services in your proposal indicating one-time and on-going costs. Any additional fees not specifically contemplated in this RFP must be included in your proposal. George Mason will not accept undisclosed fees that are added to invoices.

   Rates must include travel-related expenses if contractor is traveling within a 50-mile radius of George Mason's Fairfax campus. If the contractor is traveling from outside a 50-mile radius of the Fairfax Campus, travel can only be invoiced on a reimbursement basis in accordance with George Mason's polices, http://fiscal.gmu.edu/travel/, and GSA per diem rates. Additional hourly rates for travel will not be considered.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

A. INITIAL EVALUATION CRITERIA: Proposals shall be initially evaluated and ranked using the following criteria:

	Description of Criteria	**Maximum Point Value**
1.	Qualifications and experience of offeror in providing the goods/services	25
2.	Specific plans or methodology to be used to provide the services	25
3.	Global Presence	15
4.	Price Offered	25
5.	Offeror is certified with Virginia SBSD at the proposal due date & time.	10
	Total Points Available:	100

B. AWARD: **Following the initial scoring by the evaluation committee,** at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted George Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, George Mason shall select the offeror which, in its sole discretion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should George Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. George Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

XIV. CONTRACT ADMINISTRATION: Upon award of the contract, George Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

Option #1- Payment to be mailed in 10 days-George Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. To sign up for electronic payments, please contact the Paymode-X Enrollment Team at 1-800-331-0974 or email enrollment@paymode-x.com. The enrollment team can assist you with any questions about the enrollment process and setting up the membership.

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $200,000, as a result of this solicitation, George Mason will publicly post such notice on the DGS/DPS eVA web site (https://eva.virginia.gov/) for a minimum of 10 days.

B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).

C. CONFLICT OF INTEREST: By submitting a proposal, the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.

D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

F. LATE PROPOSALS: To be considered for selection, proposals must be received in George Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in George Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. George Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.

G. MANDATORY USE OF GEORGE MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official George Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, George Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. George Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

I. QUALIFICATIONS OF OFFERORS: George Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to George Mason all such information and data for this purpose as may be requested. George Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. George Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy George Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.

J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* George Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

K. TESTING AND INSPECTION: George Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVII. RFP SCHEDULE (Subject to Change): Go to George Mason's Bonfire Portal for all updates and schedule changes. The schedule notated below is tentative and subject to change. Note that all Addendums, Question and Answers, and any other documentation or RFP updates will be posted and made available in Bonfire (https://gmu.bonfirehub.com)
In the event of a conflict between the dates listed in this RFP and in Bonfire, the dates listed in Bonfire shall take precedence.

RFP Schedule (Subject to Change)	
Issue Date	April 21, 2026
Contractor Questions Due	April 30, 2026 by 4:00 PM ET
George Mason University Response to Contractor Questions	May 5, 2026 by 5:00 PM ET
Proposal Submission Deadline (Bonfire ONLY)	May 19, 2026 by 2:00 PM ET
Committee Evaluation	May 22, 2026 – June 5, 2026
Oral Presentations (if requested)	Week of June 15, 2026 *(tentative)*
Finalist Negotiations (tentative)	June 29, 2026 – July 3, 2026
Notice of Award	TBD
Contract Start Deadline	August 10, 2026

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name:____

Preparer Name: ____**Date:**_______________________

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.

B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number:_________________________ Certification Date:___________________________

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contractfor the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses includebut are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: ___________________________________SBSD Cert #:______________________________

Contact Name: ____________________________________SBSD Certification:_________________________

Contact Phone: ____________________________________Contact Email:______________________________

Value % or $ (Initial Term): ___________________________Contact Address:____________________________

Description of Work:____

Subcontract #2

Company Name: ___________________________________SBSD Cert #:______________________________

Contact Name: ____________________________________SBSD Certification:_________________________

Contact Phone: ____________________________________Contact Email:______________________________

Value % or $ (Initial Term): ___________________________Contact Address:____________________________

Description of Work:____

Subcontract #3
Company Name: ________________________SBSD Cert #:________________________
Contact Name: ________________________SBSD Certification:________________________
Contact Phone: ________________________Contact Email:________________________
Value % or $ (Initial Term): ________________________Contact Address:________________________
Description of Work:____

Subcontract #4
Company Name: ________________________SBSD Cert #:________________________
Contact Name: ________________________SBSD Certification:________________________
Contact Phone: ________________________Contact Email:________________________
Value % or $ (Initial Term): ________________________Contact Address:________________________
Description of Work:____

Subcontract #5
Company Name: ________________________SBSD Cert #:________________________
Contact Name: ________________________SBSD Certification:________________________
Contact Phone: ________________________Contact Email:________________________
Value % or $ (Initial Term): ________________________Contact Address:________________________
Description of Work:____

GEORGE MASON UNIVERSITY

Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

ATTACHMENT B – STANDARD CONTRACT

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of __________, 2026 (Effective Date) by ________________ hereinafter called "Contractor" (located at ____________) and George Mason University hereinafter called "George Mason," "University".

I. **WITNESSETH** that the Contractor and George Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. **SCOPE OF CONTRACT:** The Contractor shall provide for the of George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by George Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by George Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

George Mason may, upon written notice, terminate any individual Statement of Work ("SOW") issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

III. **PERIOD OF CONTRACT:** One year from the Effective Date with six (6) successive one-year renewal options. *(or as negotiated)*

IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges.

Negotiated price schedule will be inserted here.

V. **CONTRACT ADMINISTRATION:** ___________ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. **METHOD OF PAYMENT:** *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a George Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 *(or as selected in Payment Terms / Method of Payment)*, after receipt of invoice in the accounts payable email inbox.

VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

A. This signed form;
B. Data Security Addendum (attached);
C. Negotiation Response(s) dated XXXXX (attached);
D. RFP No. GMU-XXXX-XX, in its entirety (attached);
E. Contractor's proposal dated XXXXXX (attached);

F. Contractor's Statement of Work template (attached).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and their Vendors.* Documents may be viewed at: https://vascupp.org.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, this Contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing this Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules.* If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules,* § 36).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000,

so that the provisions will be binding upon each subcontractor or Contractor.

C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.

I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of this Contract.

2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

   c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of the contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
   Chief Procurement Officer
   George Mason University
   Purch1@gmu.edu

2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.

3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.

4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules.*

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract. George Mason is prohibited from agreeing to pay other parties' collection fees or attorney's fees and shall not pay Contractor's attorney's fees unless they are awarded against George Mason by a court of competent jurisdiction in the Commonwealth of Virginia.

M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Virginia State Corporation Commission (SCC) registration, and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at https://universitypolicy.gmu.edu/all-policies/ and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.

O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules)*, the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
   a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
   b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
   c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, George Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason may have.

S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL:

1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:

   a. notify George Mason (by sending an email to export@gmu.edu), and

   b. receive written authorization for shipment from George Mason's Director of Export Controls.

   The notification provided by the Contractor must include the name of the George Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to George Mason of any Munitions Item, it will reimburse George Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain George Mason's written pre-authorization.

2. **Dual-Use Items**: If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the George Mason point of contact to: export@gmu.edu.

V. FORCE MAJEURE: George Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of George Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.

W. FUTURE GOODS AND SERVICES: George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.

X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.

Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.

AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason. George Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.1 AA. For more information, please visit http://ati.gmu.edu, under Policies and Procedures.

BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The

Commonwealth of Virginia and George Mason shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars ($1,000,000) per occurrence; and

4. An umbrella/excess policy in an amount not less than five million dollars ($5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless George Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for George Mason will not be disclosed to any other person or entity without the written permission of George Mason.

2. Work Made for Hire. Contractor warrants to George Mason that George Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. NON-SOLICITATION / NON-COMPETE**:** George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. All University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.

GG. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

HH. PUBLICATION OF CONTRACT DOCUMENTS: It is a statutory requirement for George Mason to utilize eVA (electronic Virginia), the Commonwealth of Virginia's agency-wide procurement online system. This Contract and related documents, including but not limited to purchase orders, invoices, proposals, scopes of work and pricing data are subject to publication and shall not be treated as confidential or require notification to any party prior to disclosure.

II. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.

JJ. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.

KK. RENEWAL OF CONTRACT: This Contract may be renewed by George Mason for six (6) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

LL. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/."

MM. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason's reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason's request, provide George Mason with a copy of its response.

If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason's reasonable requests in connection with its response.

NN. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

OO. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.

PP. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

QQ. SWaM CERTIFICATION: Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 60 days prior to existing SWaM expiration at https://www.sbsd.virginia.gov/.

RR. TARIFF & DUTY FEES: In the event that any new tariffs, import duties, taxes, or other government-imposed fees or restrictions are enacted or increased after the Effective Date of this Contract, and such impositions materially impact the Contractor's cost of goods, materials, or services required to fulfill its obligations under this Contract, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor must provide written notice and reasonable documentation supporting the increase in costs due to such governmental actions. The documentation should demonstrate: (i) the unit price paid by Contractor as of the date of contract award or date of Purchase Order issuance (whichever comes earlier) for the good or raw material used to furnish the goods to the University under this Contract; (ii) the applicability of the tariff to the specific good or raw material being impacted; (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material); and (iv) the additional charges to the University reflect a simple pass-through expense with no markup. The evidence submitted shall be sufficient in detail and content to allow the University to verify that the tariff is the cause of the price change. The University, in its sole judgement, will determine whether to accept and pay for such additional charges.

SS. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of George Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by George Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.

3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of George Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.

4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

5. Contractor shall notify George Mason within three business days if it receives a request from an individual

under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by George Mason.

6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for George Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

TT. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.

2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.

3. George Mason reserves the right in its sole discretion to perform audits of Contractor, at George Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to George Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

UU. UNIVERSITY DATA UPON REQUEST, TERMINATION OR EXPIRATION: Upon request, termination or expiration of the Contract, Contractor will ensure that all University Data are securely provided, returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made. Transfer to George Mason or a third party designated by George Mason shall occur within a reasonable period of time, and without significant interruption in service. University Data must be provided in the requested format. If it is unreasonable to provide University Data in the requested format, Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of George Mason or its transferee, and to the extent technologically feasible, that George Mason will have reasonable access to University Data during the provision of the data or transition. In the event that George Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing George Mason access to Contractor's facilities to remove and destroy George Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to George Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to George Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on George Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

VV. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of George Mason are subject to George Mason's review and approval.

WW. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name	**George Mason University**
______________________________	______________________________
Signature	Signature
Name: ________________________	Name: ________________________
Title: ________________________	Title: ________________________
Date: ________________________	Date: ________________________

Data Security Addendum for inclusion in GMU-ER0415-26 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor ("Selected Firm/Vendor") as of the Effective Date (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University's Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

1. **Definitions**
   Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.
   a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
   b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
   c. **"Protected Data" means** data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. 'Protected Data' includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
   d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
   e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
   f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. **Data Security**
   a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.

   b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. **Employee Background Checks and Qualifications**

a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than $2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.

b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

Selected Firm/Vendor	**George Mason University**
______________________	______________________
Signature	Signature
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

MAY 19, 2026 @ 2:00 PM ET

George Mason University

RESPONSE TO REQUEST FOR PROPOSAL FOR INSURANCE BROKER/RISK MANAGEMENT CONSULTING SERVICES (GMU-ER0415-26)

Gallagher

Insurance | Risk Management | Consulting

Table of Contents

Section

1. Procedural Information

a. Return signed cover page and all addenda, if any, signed and completed as required.

GEORGE MASON UNIVERSITY

Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

VASCUPP

REQUEST FOR PROPOSALS
GMU-ER0415-26

ISSUE DATE:	April 21, 2026
TITLE:	Insurance Broker/Risk Management Consulting Services
PRIMARY PROCUREMENT OFFICER:	Erin Rauch, Director, Strategic Sourcing
SECONDARY PROCUREMENT OFFICER:	Katherine Sirotin, Director, Major Purchases & Contracts

QUESTIONS/INQUIRIES: Submit all inquiries through George Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on April 30, 2026. **All questions must be submitted through George Mason's Bonfire portal. Only submit one question per entry. Do not include your name or the name of your firm/company in the Question Subject/Title or the Question Description.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's Help Forum. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on May 5, 2026.

PROPOSAL DUE DATE AND TIME: May 19, 2026 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. George Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: Arthur J. Gallagher Risk Management & Insurance Services LLC

Date: May 18, 2026

DBA: Gallagher

Address: 235 Highlandia Drive Suite 200 Baton Rouge, LA 70810

By: [redacted]
Signature

FEI/FIN No. [redacted]2482

Name: Brad Fife

Fax No. 225-292-3893

Title: Area President

Email: Brad_Fife@ajg.com

Telephone No. 225-906-0161

SWaM Certified: Yes: ________ No: X________ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: ______________________

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

☐ **Option 1:** Full Acceptance:

1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have no proposed changes.
3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason.

X **Option 2:** Proposed Exceptions and/or Additional Documents Submitted:

1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason.

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules, § 36* or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

b. Return Attachment A - Small Business Subcontracting Plan.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: Arthur J. Gallagher Risk Management & Insurance Services LLC_________________

Preparer Name: Lisa Almanza Date: May 18, 2026_______________

Who will be doing the work: ☐ I plan to use subcontractors X I plan to complete all work Instructions

A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.

B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A
If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: N/A Certification Date:N/A

Section B
If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement
Subcontract #1
Company Name:______________ SBSD Cert #:______________
Contact Name:______________ SBSD Certification:______________
Contact Phone:______________ Contact Email:______________
Value % or $ (Initial Term):______________ Contact Address:______________
Description of Work:______________

c. Exceptions (if any) to George Mason's two-party contract, Attachment B.

1.Gallagher agrees to name GMU as additional insured for General Liability only noted on page 21 of the Standard contract. 2. To the extent carriers release terms 90 days in advance, Gallagher will provide renewal terms within the specified time frame as noted in the General Services letter I on page 6 of GMU-ER0415-26. Please see Appendix for signed Attachment B.

d. Any SOW or supplemental document George Mason may be required to sign. See section IV. Final Contract

None

e. State your payment preference as required in Bonfire. (See section XV.)

Option 3 Net 30 Payment Terms

f. Answer the below questions with your proposal submission through Bonfire, as required.

- **Are you and/or your subcontractor currently involved in litigation with any party?**

  As with any business, Arthur J. Gallagher & Co. and its affiliates ("Gallagher") may be involved in multiple regulatory actions, investigations or lawsuits (collectively, "Actions"). Specific details of Actions to which Gallagher is subject are noted in reports to the SEC, which are available in the Investor Relations/SEC Filings section at www.ajg.com, particularly in the "Commitments, Contingencies and Off-Balance Sheet Arrangements" footnote to Gallagher's financial statements set out in Gallagher's most-recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. You may access these forms at ajg.com, under the tab

"Investor Relations." We respect your interest in asking this question but are unable to give any more specific detail than can be found within the public information locations noted in this response.

- **Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.**

As with any business, Arthur J. Gallagher & Co. and its affiliates ("Gallagher") may be involved in multiple regulatory actions, investigations or lawsuits (collectively, "Actions"). Specific details of Actions to which Gallagher is subject are noted in reports to the SEC, which are available in the Investor Relations/SEC Filings section at www.ajg.com, particularly in the "Commitments, Contingencies and Off-Balance Sheet Arrangements" footnote to Gallagher's financial statements set out in Gallagher's most-recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. You may access these forms at ajg.com, under the tab "Investor Relations." We respect your interest in asking this question but are unable to give any more specific detail than can be found within the public information locations noted in this response.

- **Please list all lawsuits that involved your firm or any subcontractor in the last three years.**

As with any business, Arthur J. Gallagher & Co. and its affiliates ("Gallagher") may be involved in multiple regulatory actions, investigations or lawsuits (collectively, "Actions"). Specific details of Actions to which Gallagher is subject are noted in reports to the SEC, which are available in the Investor Relations/SEC Filings section at www.ajg.com, particularly in the "Commitments, Contingencies and Off-Balance Sheet Arrangements" footnote to Gallagher's financial statements set out in Gallagher's most-recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q. You may access these forms at ajg.com, under the tab "Investor Relations." We respect your interest in asking this question but are unable to give any more specific detail than can be found within the public information locations noted in this response.

- **In the past ten (10) years has your firm’s name changed? If so, please provide a reason for the change.**

Not applicable.

2. Executive Summary

Submit an executive summary at the beginning of the proposal response not to exceed 2 pages.

Thank you for the opportunity to respond to the George Mason University's (GMU) Request for Proposal for Insurance Brokerage and Risk Management Consulting Services. Having had the privilege of serving as a trusted insurance broker and risk management partner to numerous higher education institutions, we deeply value the opportunity to bring our expertise and collaborative approach to GMU.

Our approach to creating and maintaining a solid contractual relationship with GMU and fulfilling the statement of work outlined in the RFP is grounded in core principles of engagement:

1. **Providing a Quality Level of Service:** Gallagher's proprietary **CORE**360® approach ensures that we continuously evaluate and communicate with you regarding your total cost of risk. By developing a customized business plan and measuring results through a stewardship report, we provide transparency and accountability. Historically, our stewardship report has been discussed during our pre-renewal meeting and has included prior insurance renewal results, historical claims summaries, program structure evaluations, and deliverable timelines. Additionally, our **CORE**360 Scorecard™ quantifies the impact of our efforts on your total cost of risk, offering a clear snapshot of progress over time.
2. **Sharing Higher Education Expertise:** Gallagher's extensive experience in the public higher education sector uniquely positions us to address GMU's specific needs supported by national and regional resources.

Gallagher is honored by the opportunity to forge a collaborative partnership with GMU. We are confident that our enhanced capabilities, deep public higher education expertise, and commitment to excellence will align seamlessly with your goals and objectives. We look forward to the possibility of working together to protect GMU's people, assets, and reputation while advancing your academic, research, and service mission.

Paul D. Pousson, ARM, DRM

Managing Director, Higher Education Practice

Area Executive Vice President

9442 Capital of Texas Hwy. North, Suite 950, Austin, TX 78759

D 512.652.2443 | M 512.844.8087 | Paul_Pousson@ajg.com

3. Qualifications and Experience

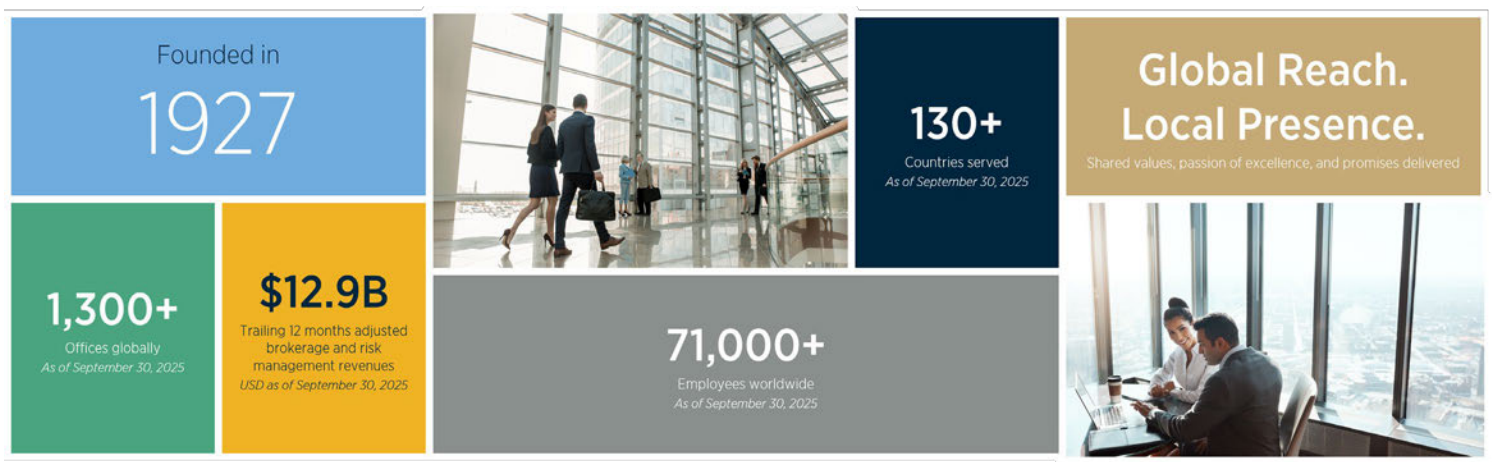
Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:

a. Background and brief history of your company that includes the company size (number of personnel within the company—please designate number of full-time employees and number of contract employees)

About Gallagher

Gallagher began as a single office in Chicago and has grown into a publicly traded global organization with more than $12.9 billion in adjusted revenue, 1,300+ offices worldwide, and more than 71,000 team members, with service capabilities in 130+ countries. Our business units and subsidiaries provide a full spectrum of tailored risk management products and solutions for complex operations.

Gallagher became a publicly traded company in 1984 (NYSE: AJG). To learn more, visit ajg.com/us/about-us/. Our most recent financial report is available at ajg.com under the “Investor Relations” tab.



b. Names, qualifications and experience of personnel to be assigned to work with George Mason.

Your Gallagher Team

CORE TEAM

Paul Pousson, ARM, DRM
Area Executive Vice President, Managing Director | Higher Education Practice
Austin, TX
Joined Gallagher in 2015
Started in Insurance in 1996
D: 512.652.2443 | M: 512.844.8087 | Paul_Pousson@ajg.com

Paul Pousson is responsible for account management, business development, brokering and team support. He oversees the strategy of Gallagher's global higher education team and is accountable for existing clients across the country. Paul uses his risk management insight to provide insurance brokerage and risk management advisory services to help higher education clients of varying sizes mitigate risks and recover from losses in the most effective, efficient, and transparent manner.

Paul began his higher education risk management career in 1996 and joined Gallagher in 2015. He brings extensive professional experience in risk management, insurance, loss prevention and environmental coverage expertise. Paul's client experience includes public / private colleges and universities, university systems, academic medical centers and community colleges.

As Associate Director for Risk Management at The University of Texas System, Paul was responsible for overseeing the risk management, property & casualty insurance, claims management, environmental health & safety, and business continuity functions for the System and its 15 institutions for 19 years.

Paul received a bachelor's degree from Southwest Texas State University and also earned an Associate in Risk Management designation from The Institutes. He is a two-time recipient of the Power Broker Award presented by *Risk & Insurance* magazine for the education sector. Paul received the Distinguished Risk Manager designation from the University Risk Management and Insurance Association and served on its board of directors for 13 years.

Lisa Almanza, RPLU
Account Executive
Baton Rouge, LA
Joined Gallagher in 2024
Started in Insurance in 2007
M: 240.676.4191 | Lisa_Almanza@ajg.com

Lisa Almaza has over 25 years of experience in the insurance industry. She joined Gallagher in 2024 after 18 years at United Educators (UE) focused solely on serving the education segment. Lisa's experience in business development and underwriting brings a unique perspective to the Gallagher service team. As a core team member, her understanding of the education segment supports the specialized placement of mission-critical coverage and a tailored client experience. Lisa is a member and active volunteer with the University Risk Management and Insurance Association (URMIA) and has earned the Registered Professional Liability Underwriter (RPLU) designation.

Daniel Pugliano
Client Service Manager
Austin, TX
Joined Gallagher in 2025
Started in Insurance in 2016
D: 512.652.2528 | Daniel_Pugliano@ajg.com

Daniel Pugliano is a licensed insurance professional with nearly a decade of experience specializing in complex risk management solutions and strategic account oversight. He partners closely with producers, carriers, and clients to design, negotiate, and implement comprehensive, cost-effective insurance strategies.

Throughout his career, Daniel has built a reputation for delivering tailored risk solutions through detailed coverage analysis, benchmarking, predictive modeling, and proactive loss prevention strategies. His consultative approach ensures clients are positioned for long-term success. Daniel earned his Bachelor of Business Administration in Finance from the University of Texas at Austin McCombs School of Business. Outside of work, he enjoys scuba diving as a PADI Open Water Certified diver and exploring the outdoors through hiking.

SPECIALTY COVERAGES

AVIATION

Brad Meinhardt
Managing Director | Aerospace Practice
Las Vegas, NV
Joined Gallagher in 2010
Started in Insurance in 1991
D: 702.998.3902 | Brad_Meinhardt@ajg.com

Brad Meinhardt brings a wealth of aviation knowledge and expertise. He provides direct and meaningful advice to a broad range of aviation clients. He develops and maintains underwriting relationships across the United States and Europe and serves as a crucial liaison to Gallagher's London joint venture partners.

Brad began his career in 1991 and joined Gallagher in 2010 through a merger with Aviation Insurance Holdings. Before Gallagher, Brad served as senior vice president and Western Regional Manager for Willis Corroon Aerospace (Willis), acted as assistant vice president for Johnson & Higgins, and was an underwriter for Associated Aviation Underwriters (now Global Aerospace) and CIGNA. Brad obtained his private pilot's license at 17 and enjoys working in the aviation and aerospace industries. Brad provides expertise in several areas, including manufacturers and part manufacturers, workers' compensation, employers' liability, rotor-wing operations, and private corporate aircraft, among others. Brad received a bachelor's degree from the University of Southern California. He is the recipient of the Power Broker Award presented by Risk & Insurance magazine in 2013, 2017, and 2019 for the aviation and aerospace sector, and he was named a finalist in 2014.

CONSTRUCTION

Nils Sorenson, CRIS
Area Senior Vice President | Construction Practice
San Francisco, CA
Joined Gallagher in 2014
Started in Insurance in 2000
D: 415.288.1649 | M: 530.219.4111 | Nils_Sorenson@ajg.com

Nils Sorenson works closely with new and existing Gallagher clients to improve the effectiveness and success of both traditional and proactive insurance programs. He designs creative insurance solutions and manages client relationships to ensure top-level service. Nils is responsible for the day-to-day primary oversight of the client's program, including coordination of client/carrier/broker services; claims; loss control; contractual needs; and coverage. He also provides clients with insights and experiences he gained on the insurer side of the house.

Nils began his career in 2000 and joined Gallagher in 2014. Nils was also responsible for developing new solutions for the construction industry in other specialty lines, such as project professionals and liquidated damages.

Nils received a bachelor's degree from the University of California, Davis, and holds a Construction Risk Insurance Specialist designation. He is a graduate of the Construction Associate Program at Zurich.

STUDENT HEALTH & SPECIAL RISK

Dan Buckley
Area Senior Vice President | Student Health & Special Risk Practice
Quincy, MA
Joined Gallagher in 2008
Started in Insurance in 2002
D: 617.769.6421 | M: 781.248.5522 | Dan_Buckley@ajg.com

Dan Buckley oversees all of Gallagher's student accident and special risk accounts, as well as assisting management with strategic planning and growth for the company. Having previously served as assistant vice president and senior account executive for student accident & special risk products, he remains dedicated to assisting his client schools in all aspects of their insurance programs, including policy renewal and general administration. He works with his clients to train personnel on policy procedures and guidelines. Having competed as a Division I wrestler during college, Dan is well-versed in collegiate sports, sports injuries, and sports insurance.

Dan began his career in 2002 and joined Gallagher in 2008 through a merger with Koster Insurance. He has been an innovator in negotiating placements for student accident and health coverage for our higher education clients. Under his leadership, the Student Health & Special Risk Practice has flourished, expanding from just over a dozen clients to more than 180 athletic & special risk programs. His relentless efforts to streamline the claims process for his clients have positioned Gallagher as an industry leader on all lines of athletic and special risk insurance.

Dan received a bachelor's degree from Boston College. He is a member of the University Risk Management and Insurance Association and the National Athletic Trainers' Association. In 2021, Risk & Insurance magazine presented Dan with the Power Broker Award for the education sector.

INTERNATIONAL

Joan Rupar
Area Senior Vice President | Higher Education and International Practices
Baton Rouge, LA
Joined Gallagher in 2016
Started in Insurance in 1999
D: 225.906.0115 | M: 302.893.5325 | Joan_Rupar@ajg.com

Joan Rupar has more than 25 years of experience serving the insurance and risk management needs of education clients. Specializing in multinational exposures and compliance, she worked as a Senior Executive for a Global Insurance Company with expertise in program design relevant to the jurisdiction of risk. Joan has helped clients develop effective coverage strategies and has experience assisting organizations with global health and safety issues, global crisis response plans, emergency management, business continuity programs, and International Incident process mapping. Joan will be responsible for assisting GMU with its global insurance and risk management programs.

Joan received a bachelor's degree from the University of Delaware. As an active member of the University Risk Management and Insurance Association, she serves on the International Committees. Joan has been a speaker at URMIA national and regional meetings as well as regional and global Forum on Education Abroad meetings, CACUBO and Texas Risk Management Seminars, discussing various aspects of international travel risk and globalization issues facing higher education.

CYBER LIABILITY

Peter Simonsen, JD
Area Assistant Vice President | Cyber Liability
Overland Park, KS
Joined Gallagher in 2022
Started in Insurance in 2022
M: 913.961.1437 | Peter_Simonsen@ajg.com

Peter Simonsen is an insurance broker in Gallagher's cyber practice and has over 10 years of experience in cyber insurance. Peter works with higher education clients on complex cyber risk management and insurance issues. Before entering the insurance industry, he was general counsel at a mid-sized municipality, where he advised the IT department and built its cyber insurance program. Peter graduated from the University of Kansas School of Law in 2010 and lives in Kansas City.

LIFE SCIENCES

Sarah E. Palmer
Area Senior Vice President | Senior Director, Life Sciences Practice
Boston, MA

Sarah Palmer is an Area Senior Vice President and Senior Director for Gallagher's Life Science Practice. She specializes in commercial lines Property & Casualty insurance and risk management for Life Science organizations. Her expertise lies in negotiating and consulting on specialty insurance lines with a focus on Life Sciences and Healthcare Professional Liability Errors & Omissions, Sold Products Liability, Clinical Trials Liability including foreign admitted placements, and Life Sciences Property including Pollution/Environmental Biohazardous Materials Liability, Business Interruption, and Supply Chain Transit/Stock. Sarah works with organizations using both traditional risk transfer and alternative risk transfer programs.

Sarah's clients include organizations with operations that range from early-stage R&D start-ups to companies with advanced commercial operations. She works with organizations that touch all aspects of the industry including CROs, CMOs, and Trial Sponsors in the medical device, pharmaceutical drug, and biologic and rare-disease therapy sectors. She effectively connects clients with a team of industry experts to evaluate and reduce their total cost of risk.

Sarah is a licensed Property & Casualty Broker and Surplus Lines Agent. She is a member of the Association of Professional Insurance Women. For four consecutive years (2023, 2024, 2025, 2026) Sarah was recognized as a "Power Broker" by Risk & Insurance Magazine for her detailed approach and expertise in the Life Science space. She provides thought leadership and serves as a mentor and executive sponsor to others within Gallagher's Life Science Practice. Sarah also serves on the Life Sciences Broker Advisory Council for both Medmarc and Liberty Mutual / Ironshore.

Sarah is active in the Life Science community through work and volunteerism, assisting in fundraising and industry leadership through her position on the Board of Advisors for Life Science Cares. She is also a member of Women in Bio. Sarah has her Master of Science in International Business, Bachelor of Science in Marketing, and Bachelor of Arts in French from the University of Florida.

CLIENT RESOURCES

CLAIMS

Jena Palmer
Senior Claims Advocate, Casualty
Dallas, TX
Joined Gallagher in 2025
Started in Insurance in 1990
M: 214.384.9500 | Jena_Palmer@ajg.com

Jena Palmer is responsible for consulting with clients regarding their claims, claims handling, litigation management, and coverage issues. She offers guidance on potential coverage issues, claim strategies, potential outcomes, and risk exposures. She works with adjusters and attorneys to ensure claims are handled appropriately.

Jena began her career in 1990 and joined Gallagher in 2025. She worked at Universal Underwriters/Zurich for 30 years, handling a wide range of complex claims, including coverage issues, litigation, general liability, discrimination, and auto, with a primary focus on retail car dealerships. Jena successfully managed and led a team of claim adjusters that won a prestigious award recognizing their outstanding claims management and customer service. Jena received an associate's degree from Richland Community College. She has been presented with two President's Club Awards.

Eliot Hellman, JD
Area Senior Vice President & Claims Advocate Manager | Executive Risk & Cyber Claims – Midwest Region | National Risk Control
Rolling Meadows, IL
Joined Gallagher in 2021
Started in Insurance in 2021
D: 312.803.5984 | M: 224.536.1692 | Eliot_Hellman@ajg.com

Eliot Hellman provides counsel and advocacy to policyholders in complex management liability claims involving Directors & Officers, Employment Practices Liability, Errors & Omissions, Fiduciary, and Crime policies. He consults with Gallagher's clients on claims handling, litigation management, policy coverage, and strategic planning, advocating for them to achieve positive claims outcomes.

Eliot joined Gallagher in December 2021 after 10 years as a litigator and trial attorney handling a wide spectrum of management liability disputes, including wrongful termination, employment discrimination, breach of fiduciary duty, director & officer liability, and professional malpractice. Eliot began his legal career with a prominent insurance defense firm in Chicago before joining a boutique firm representing both plaintiffs and defendants involved in the financial sector. Through that experience, Eliot developed a comprehensive perspective on litigation that is particularly valuable when managing claims. He has first- and second-chair trial experience in state and federal courts, conducted mediations and arbitrations, and negotiated seven-figure settlements.

Prior to becoming a lawyer, Eliot worked as a hedge fund analyst, conducting qualitative and quantitative analyses of global investments. He conducted strategic analysis and advised C-suite executives across a wide range of industries, including real estate, high-tech semiconductors, industrial machinery, and luxury consumer goods.

Eliot Hellman holds a J.D. from the University of Illinois – College of Law, obtained in 2012, and a B.A. from Amherst College, obtained in 2004. He has been affiliated with the Illinois Bar since November 2012, the U.S. District Court, Northern District of Illinois since November 2012, and the U.S. District Court, Northern District of Illinois, Trial Bar.

RISK CONTROL

Troy Guidry, CSP
Senior Risk Control Consultant, Auto | National Risk Control
Houston, TX
Joined Gallagher in 2013
Started in Insurance in 1992
M: 832.978.8356 | Troy_Guidry@ajg.com

Troy Guidry works with the Gallagher team to assist clients in their safety program efforts. He is responsible for coordinating loss control service plans with insurance carriers' loss control. Troy also provides direct service as needed and serves as a resource to clients. He assists the Gallagher team in providing risk assessments to help clients improve their risk profile. In his role, Troy delivers his expertise to help clients manage their operational risk and comply with new OSHA and DOT standards. He also works with clients to develop best practices in driver qualification and selection, driver training, and management of CSA roadside inspection data. He has developed driver training programs for motor coaches and general transportation.

Troy began his career in risk control in 1992 and joined Gallagher in 2013. He started as a safety inspector in Avondale Industries' shipyard division, specializing in construction risks. Troy transitioned to insurance with Liberty Mutual in 1996 and spent 17 years providing safety-consulting services. He has extensive experience in risk control, specializing in construction, transportation, manufacturing, and public entity risks. Troy has evaluated safety programs, identified gaps, provided solutions to control risk, and is a certified trainer in the Decision-Driving Trainer Program. Troy received a bachelor's degree from the University of Southwestern Louisiana. He has earned a Certified Safety Professional designation. Troy is a member of the American Society of Safety Engineers and an associate member of the Association of Energy Service Contractors - HSE Committee.

c. No fewer than three (3) references that demonstrate your firm's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.

References

REFERENCE 1	REFERENCE 2	REFERENCE 3
The Texas A&M University System	**University of Kansas**	**University of Houston System**
Charles Longoria	Ben Schultheis	Wayne Brown
Director, System Risk Management	*Risk Manager*	*Director, Risk Managemnt*
979-458-6237	785-864-1071	713-743-0410
Clongoria@tamus.edu	**Benschultheis@KU.edu**	**wwbrown@Central.UH.EDU**

d. Provide a list of higher education schools your firm has done business with.

Sample Client Listing

This Higher Education Core Team, currently services over 40 Higher Education clients across the United States, including public universities, public systems, private universities, faith-based institutions, and community colleges of all sizes. Below is a sample of current clients.

Public Higher Education
The Texas A&M University System
Texas Tech University System
Texas State University System
University of Houston System
University of Texas System

Private Higher Education
Arcadia University The College of Global Studies
Baylor University
Drexel University
Howard University
University of Richmond

e. Describe your experience providing the services requested in the Statement of Needs.

Gallagher Higher Education Practice

Gallagher's Higher Education Practice combines effective risk management strategies with creative financing solutions to optimize your institution's total cost of risk. We are a team with deep expertise in risk management, property & casualty insurance, construction, life sciences, student health and accident insurance, international insurance, compliance employee benefits, and alternative risk solutions.

Gallagher is well-suited to manage your insurance program is our market strength, including strong relationships with key markets across the higher education and nonprofit sectors. For example, in higher education, Gallagher is United Educators' largest trading partner. Our team brings intellectual capital, creativity, and a proven track record of success and service. **The following represent the key strengths that Gallagher brings to the table:**

- **Gallagher continues to grow its Higher Education Practice,** recently adding additional higher education-focused colleagues. We further develop and strengthen our client resources by meeting as a practice monthly to discuss new products and services, emerging risks, and solutions to client needs.
- **Access to cyber and management liability leaders:** As a Gallagher client, your team will enjoy access to our cyber experts from Gallagher's Cyber Liability Practice and Management Liability Practice. Both of these practices are leaders in cyber and management liability insurance and risk management and are sought after to provide insights to the cyber community and the general public.
- **Marketing & negotiation:** Our marketing structure differs from other brokers: the team that oversees your account is the same one that markets it, increasing the level of advocacy on your behalf. This difference, combined with Gallagher's outstanding market relationships, represents a significant advantage in designing your program.
- **Analytics, benchmarking & modeling:** Gallagher's analytics, benchmarking, and modeling tools have shown proven results and can benefit your team. These tools will bring value to you in defining and executing your program.
- **Gallagher Student Health & Special Risk:** Gallagher Student Health & Special Risk is a full-service organization that approaches student insurance programs with innovation and creativity. Specializing in student health, sports accident, and special risk insurance programs, we provide comprehensive, cost-effective solutions for several hundred colleges, universities, and secondary schools nationwide.

Gallagher's Higher Education Practice is well-positioned to partner with you because:

- Gallagher has two former university risk managers on staff who serve as consultants for our clients and provide assistance in consulting on emerging issues in higher education, coordinating tabletop exercises, developing new risk management programs, organizing safety committees, etc.

- We are a leader in producing white papers and other documents to assist and educate colleges and universities on a variety of risks.
- Gallagher's approach is built on proactive engagement and personalized support, positioning our team as a true extension of your risk management function. This partnership ensures seamless communication, alignment with your goals, and advocacy in the marketplace.

f. Provide at least two brief case studies highlighting how you provided the services requested and the outcome on client objectives.

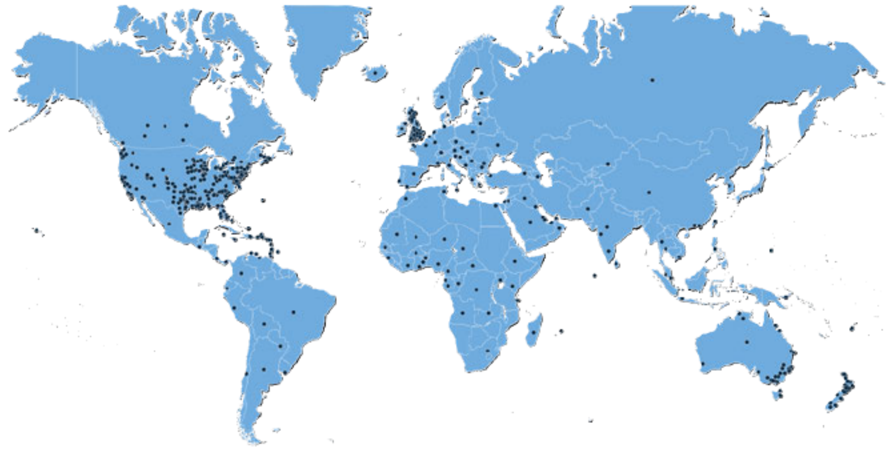
Case Studies

Gallagher Student Health & Special Risk
A public university system had been dealing with rapidly rising claims costs and renewal increases as a result. The incumbent broker was delivering renewal increases each year with little strategy surrounding loss control. Gallagher discovered they were paying for a student health insurance plan that covered athletic injuries, but with minimal coordination and knowledge, they were not utilizing the student health plan for their athletic injury claims. Athletics also lacked involvement in student health decisions. Gallagher strengthened the program by getting athletics a seat on the student health committee which helped double the athletic injury benefit payable under the student health plan for minimal premium increase. University Athletics then focused on enrolling all uninsured and underinsured athletes in the plan to alleviate the high dollar claimants flowing to their athletic accident insurance. In year one, claims for athletic injuries on the accident policy dropped by nearly 30%, and the discretionary spending on other athlete medical bills was cut in half. The insured has drastically reduced their high dollar claimants by leveraging the student health plan benefit now in place, utilizing the discounted rates and payments available through the plan to reduce their exposure to athletic injuries. Gallagher has been able to leverage this change at future renewals to help the premium plateau and even offer reductions in premium.
Rolling Owner Controlled Insurance Program (ROCIP) & Master Builder's Risk Program (MBR)
A large public university system engaged Gallagher to provide insurance brokerage and administration services for a new ROCIP to cover workers' compensation, general liability and excess liability insurance and Master Builder's Program for capital construction projects with contract values of approximately $3.5 billion. Paul Pousson was engaged to provide these services given his brokerage experience and deep understanding of OCIPs and MBRs from an owner's perspective, having implemented them when he was a university risk manager for over 150 projects representing about $10 billion in construction values. The benefits of a ROCIP and MBR are consistent / improved insurance coverage for all projects, enhanced safety / loss control, increased participation on projects by smaller contractors who are unable to meet university insurance requirements on their own, and cost savings through buying coverage in bulk and positive safety / loss control performance on projects. These programs have resulted in cost savings for the university system of approximately $13 million. A third phase of ROCIP is currently underway and a third MBR will be up and running the summer of 2026 with anticipated construction values of $2 billion.

4. Global Presence

Describe your firm's global presence and worldwide services and support. Specifically describe your firm's experience consulting and providing foreign liability coverage recommendations that support study abroad programs, international research, global partnerships, and other overseas activities.

Global Presence Overview & Expertise



Joan Rupar, GMUs lead multinational broker and resource, has extensive international underwriting, consulting, coverage, and claims experience. Joan previously ran the Foreign Casualty Division at a global insurance carrier. She is recognized as an industry leader and well-positioned to design programs and coverage that best suit GMU's needs.

Joan is well-versed in Gallagher's Global Network (GGN) and its international operations. Our alliance has owned operations in 35 countries and brokerage capabilities in 150 countries. This approach gives clients access to the best independent brokers available in each country.

Our alliance business model focuses on strategic acquisitions and partnerships rather than incurring unnecessary, high infrastructure costs in every country. This has created a flexible, cost-effective structure to provide needed client services worldwide. We view our global network structure as the model of the future and a solid alternative to more archaic notions of global insurance servicing. Based on our long history of using this model, we've learned that our approach to global business delivers a consistent, client-centric experience.

Our approach has been to have a single global coordination and services team that handles all your international risk management and service needs. Our global network partners will be responsible for consulting on local risks (i.e., Spain and Costa Rica) and delivering local broker service in accordance with your global insurance strategy. The benefit of this approach is the controlled delivery of your global insurance strategy to your local offices and centralized communication to the home office via the global coordination and services team.

Experience Providing Foreign Liability Coverage Recommendations

Program structure and review example
A public university had an existing program that had not been properly reviewed and updated at the same rate of growth of their exposures. The travel accident program was a "roster" program creating exposure to missed travelers and uninsured activities and events. There was no coverage for high-risk activities associated with academic programs, dependents of travelers, volunteers, NCAA and intramural sports, activities in US territories and protectorates, mental health and alcohol and sojourns. The Foreign package was also out-of-date with deficient limits and broad exclusions such as injury to participants and war risk. Gallagher redesigned both the travel accident and foreign package programs. The Gallagher team moved the program to a carrier that agreed to the improvements mentioned above. The foreign package was improved by upgrading the coverage with Gallagher Advantage terms and conditions as well as War Risk coverage. The platform moved from two carriers to a single carrier solution. Affirmative coverage for significant issues for travelers was accomplished with a very competitive rate schedule.

Program structure and review
The international insurance program for a public institution was no longer optimal. The travel insurance policies had insufficient limits and conditions which did not respond well to exposures for either faculty or student travelers. It was a rostered program with pricing established using weekly rates for both travel accident and defense base act coverage which created an overpriced rating structure. The foreign package coverage was established when the institution separated from the State program. It was issued at a $5 Million limit, with a Corporal Punishment Exclusion and missing several Gallagher preferred endorsements. There were four policies: Student Travel Accident (Chubb), Faculty/Staff Travel Accident (ACE), Defense Base Act (AIG), and Foreign Package (AIG) with three carriers, and three different claim offices to coordinate with the University's emergency assistance provider. This caused some issues in confirmation of coverage and created a reporting and administrative and claims problem for the institution. Paul and Joan worked extensively to restructure their accident and health, defense base act, and foreign package, including product development. By addressing the unique needs of education risks, including commercial contracts supporting the U.S. Government and additional collaboration with the institution's assistance provider, Gallagher was able to develop more competitive solutions capitalizing on strategic relationships. By meeting with the institution's risk management and international education and study abroad teams, Gallagher was able to determine who was to be covered and the optimal program structure. Gallagher also reviewed the travel trends and determined a better rating structure was needed. Gallagher worked closely with the carrier to blend two policy forms into one policy covering all classes of travelers. This change resulted in a streamlined offering with one claim organization and efficient, direct billing.

5. Specific Plan (Methodology)

Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

a. Your approach to providing the services described herein.

Should we be selected, Gallagher agrees to perform the services as outlined in the **RFP GMU-ER0415-26 XI Statement of Needs**. Your team has been hand-selected based on GMU's risk profile, and we have the bandwidth to create a customized service plan based on GMU's needs The Core Team is focused, committed, professional, and quality-driven. **Paul Pousson** will lead your team. He will have ultimate responsibility for team performance and will work with you to set strategic priorities for the Core Team. The collective priority of our full team is to provide superior customer service to GMU, to ensure expectations are met.

b. What, when and how services will be performed.

Should we be selected Gallaher will work along side GMU to develop an efficient transition plan, Gallagher is prepared to transition brokerage services quickly and efficiently. Transitioning an account is a multi-faceted process that involves marketing, file transfer, service plan development, and the first-year service plan. After the initial transition period, we will spend the next 60 days understanding GMU's personnel, culture, operations, communication expectations, internal risk management practices, and goals and objectives.

The Core Team will work with you to create a written client service plan, which establishes objectives, milestones, timetables, and deliverables to help everyone stay on course and meet short- and long-term goals. Gallagher offers **24/7 customer service support** through your core team to ensure assistance is always available.

c. Describe your approach to service delivery and responsiveness.

Technical Service Standards	Within:
Return phone calls	Same day or within 24 hours
Issue invoices and related documents	8 workdays of binding coverage or final terms are confirmed
Incorporate policy changes	Date of receipt or date coverage needed
Issue certificates	24 hours of receipt or as needed
Process endorsements	10 workdays of receipt from the carrier
Process agency bill audits	7 workdays of receipt from the carrier
Issue auto ID cards	24 hours or as needed
Check policies	Check 60 workdays of delivery from the carrier; deliver them within 10 workdays of checking

d. Outline a project request from start to completion.

Gallagher became the broker for the Medical and Security Assistance Program for foreign travel for a large university system.

1. **Identify need and scope**

    1.1. Gallagher and the insured facilitated a meeting with representatives from each institution to ensure we fully understood each institution's programmatic needs and concerns relative to their individual programs.

2. **Gather current data and note areas to improve efficiency**

    2.1. We identified a program that was an administrative burden, difficult and costly technology, and a separate agreement with ISOS at a significant cost.

3. **Identify potential solutions**

    3.1. With that information in hand, we created a market submission based upon the priorities of each program. After reviewing multiple proposals, we facilitated carrier interviews and technology demonstrations. We also negotiated best terms and pricing with the selected provider.

4. **Continue to monitor the solution and adjust if necessary**

    4.1. Since the program was implemented, we've worked with the provider to offer training on both coverage and technology and conducted a Crisis Management Roundtable with the university system. The Roundtables brought key stakeholders together to share best practices and test readiness to respond in the event of an international emergency. The program has been a success and was successfully put to the test during a medical emergency for a faculty member.

    Because of team expertise lead by Joan Rupar, Gallagher was able to coordinate the insurance product with resources available which are often an overlooked component of the insurance purchase.

6. Proposed Pricing

Identify all cost associated with providing the products and services in your proposal indicating one-time and on-going costs. Any additional fees not specifically contemplated in this RFP must be included in your proposal. George Mason will not accept undisclosed fees that are added to invoices.

Rates must include travel-related expenses if contractor is traveling within a 50-mile radius of George Mason's Fairfax campus. If the contractor is traveling from outside a 50-mile radius of the Fairfax Campus, travel can only be invoiced on a reimbursement basis in accordance with George Mason's polices, http://fiscal.gmu.edu/travel/, and GSA per diem rates. Additional hourly rates for travel will not be considered.

Compensation

Gallagher has no preferred basis for remuneration.

The following proposed fee and commission structures are negotiable.

Gallagher proposes an annual fee of $55,000 for Placement Services, General Services and Claims Services.

Gallagher understands current policies placed outside of the self-insurance plan are as follows:

- International Travel Accident
- Cyber
- Mason Recreation / Club Sports Catastrophic Events

For both existing and new lines of coverage placed as part of the Agreement, Gallagher proposes 15% commission for the initial year coverage is placed and then 12.5% for the remaining years of the Agreement. Should premium for a new line of coverage exceed $100,000, commissions will be reduced to 10% and 8% respectively.

Commissions and fees paid to any excess and surplus lines broker, wholesaler or reinsurance intermediary owned in whole or part by Gallagher's corporate parent shall not exceed 5%. Use of intermediaries will be approved by GMU.

FEE INCLUDES:

Retail brokerage for all administered policies on the schedule of insurance provided, Gallagher Insight, Gallagher Drive, Gallagher GO, Gallagher eRiskHub, Gallagher Submit, Gallagher STEP, CSR24, Gallagher Subscription Center, basic Loss Prevention/Control, Claims Advocacy, and Claims Connect Reports.

7. Appendix (Attachment B & Data Security Addendum)

GEORGE MASON UNIVERSITY

Purchasing Department

4400 University Drive, MS 3C1, Fairfax, VA 22030

Phone: 703.993.2580; http://fiscal.gmu.edu/purchasing/

ATTACHMENT B – STANDARD CONTRACT

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this19th day of May 2026 (Effective Date) by Arthur J. Gallagher Risk Management & Insurance Services hereinafter called "Contractor" (located at Rolling Meadows, IL) and George Mason University hereinafter called "George Mason," "University".

I. **WITNESSETH** that the Contractor and George Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. **SCOPE OF CONTRACT:** The Contractor shall provide Insurance brokerage & Risk Management Consulting Services for George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by George Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by George Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

George Mason may, upon written notice, terminate any individual Statement of Work ("SOW") issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

III. **PERIOD OF CONTRACT:** One year from the Effective Date with six (6) successive one-year renewal options. *(or as negotiated)*

IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the

Contractor. George Mason shall not be liable for any additional charges.

Negotiated price schedule will be inserted here.

V. **CONTRACT ADMINISTRATION:** ________ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. **METHOD OF PAYMENT:** *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a George Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 *(or as selected in Payment Terms / Method of Payment)*, after receipt of invoice in the accounts payable email inbox.

VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

A. This signed form;
B. Data Security Addendum (attached);
C. Negotiation Response(s) dated XXXXX (attached);
D. RFP No. GMU-XXXX-XX, in its entirety (attached);
E. Contractor's proposal dated XXXXXX (attached);

F. Contractor's Statement of Work template (attached).

VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and the *"Governing Rules"* and the *Purchasing Manual for Institutions of Higher Education and their Vendors.* Documents may be viewed at: https://vascupp.org.

IX. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, this Contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing this Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules.* If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules,* § 36).
In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000,so that the provisions will be binding upon each subcontractor or Contractor.

C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.

I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of this Contract.

2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

   c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of the contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to: Chief Procurement Office
George Mason University
Purch1@gmu.edu

2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.

3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.

4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules.*

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract. George Mason is prohibited from agreeing to pay other parties' collection fees or attorney's fees and shall not pay Contractor's attorney's fees unless they are awarded against George Mason by a court of competent jurisdiction in the Commonwealth of Virginia.

M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Virginia State Corporation Commission (SCC) registration, and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at https://universitypolicy.gmu.edu/all-policies/ and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.

O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this

Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules)*, the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
   a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
   b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
   c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, George Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason may have.

S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL:

1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:

   a. notify George Mason (by sending an email to export@gmu.edu), and

   b. receive written authorization for shipment from George Mason's Director of Export Controls.

   The notification provided by the Contractor must include the name of the George Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to George Mason of any Munitions Item, it will reimburse George Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain George Mason's written pre-authorization.

2. **Dual-Use Items**: If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the George Mason point of contact to: export@gmu.edu.

V. FORCE MAJEURE: George Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of George Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.

W. FUTURE GOODS AND SERVICES: George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.

X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.

Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.

AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason. George Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.1 AA. For more information, please visit http://ati.gmu.edu, under Policies and Procedures.

BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory

limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars ($1,000,000) per occurrence; and

4. An umbrella/excess policy in an amount not less than five million dollars ($5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless George Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for George Mason will not be disclosed to any other person or entity without the written permission of George Mason.

2. Work Made for Hire. Contractor warrants to George Mason that George Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. NON-SOLICITATION / NON-COMPETE: George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. All University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.

GG. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

HH. PUBLICATION OF CONTRACT DOCUMENTS: It is a statutory requirement for George Mason to utilize eVA (electronic Virginia), the Commonwealth of Virginia's agency-wide procurement online system. This Contract and related documents, including but not limited to purchase orders, invoices, proposals, scopes of work and pricing data are subject to publication and shall not be treated as confidential or require notification to any party prior to disclosure.

II. PUBLICITY: Contractor shall not use,in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.

JJ. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.

KK. RENEWAL OF CONTRACT: This Contract may be renewed by George Mason for six (6) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

LL. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee,
including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the

Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/."

MM. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason's reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason's request, provide George Mason with a copy of its response.

If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason's reasonable requests in connection with its response.

NN. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

OO. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.

PP. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

QQ. SWaM CERTIFICATION: Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 60 days prior to existing SWaM expiration at https://www.sbsd.virginia.gov/.

RR. TARIFF & DUTY FEES: In the event that any new tariffs, import duties, taxes, or other government-imposed fees or restrictions are enacted or increased after the Effective Date of this Contract, and such impositions materially impact the Contractor's cost of goods, materials, or services required to fulfill its obligations under this Contract, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor must provide written notice and reasonable documentation supporting the increase in costs due to such governmental actions. The documentation should demonstrate: (i) the unit price paid by Contractor as of the date of contract award or date of Purchase Order issuance (whichever comes earlier) for the good or raw material used to furnish the goods to the University under this Contract; (ii) the applicability of the tariff to the specific good or raw material being impacted; (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material); and (iv) the additional charges to the University reflect a simple pass-through expense with no markup. The evidence submitted shall be sufficient in detail and content to allow the University to verify that the tariff is the cause of the price change. The University, in its sole judgement, will determine whether to accept and pay for such additional charges.

SS. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of George Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by George Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.

3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of George Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.

4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

5. Contractor shall notify George Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by George Mason.

6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for George Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

TT. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.

2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.

3. George Mason reserves the right in its sole discretion to perform audits of Contractor, at George Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to George Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

UU. UNIVERSITY DATA UPON REQUEST, TERMINATION OR EXPIRATION: Upon request, termination or expiration of the Contract, Contractor will ensure that all University Data are securely provided, returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made. Transfer to George Mason or a third party designated by George Mason shall occur within a reasonable period of time, and without significant interruption in service. University Data must be provided in the requested format. If it is unreasonable to provide University Data in the requested format, Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of George Mason or its transferee, and to the extent technologically feasible, that George Mason will have reasonable access to University Data during the provision of the data or transition. In the event that George Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing George Mason access to Contractor's facilities to remove and destroy George Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to George Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to George Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on George Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

VV. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of George Mason are subject to George Mason's review and approval.

WW. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name	George Mason University
Signature	Signature
Name: Brad Fife	Name:
Title: Area President	Title:
Date: May 18, 2026	Date:

Data Security Addendum for inclusion in GMU-ER0415-26 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Arthur J. Gallagher Risk Management & Insurance LLC ("Selected Firm/Vendor") as of the Effective Date (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University's Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
c. **"Protected Data" means** data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. 'Protected Data' includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.

b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

c. Employee Background Checks and QualificationsIn addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

3. Insurance

a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than $2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

4. Security Breach

a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

5. Audits

a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.

b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

Selected Firm/Vendor	**George Mason University**
Signature	Signature
Name: Brad Fife	Name:
Title: Area President	Title:
Date: May 18, 2026	

THE GALLAGHER WAY

Shared Values at Gallagher are the rock foundation of the Company and our Culture. **What is a Shared Value?** These are concepts that the vast majority of the movers and shakers in the Company passionately adhere to. **What are some of Gallagher's Shared Values?**

1. We are a sales and marketing company dedicated to providing excellence in risk management services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class citizens — everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion. To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another. We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our sales and marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned — not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher & Co.
19. We're a very competitive and aggressive company.
20. We run to problems — not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on — not turned off.
23. We are a warm, close company. This is a strength — not a weakness.
24. We must continue building a professional company — together — as a team.
25. Shared values can be altered with circumstances — but carefully and with tact and consideration for one another's needs.

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

ROBERT E. GALLAGHER
MAY 1984