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<http://fiscal.gmu.edu/purchasing/>



## REQUEST FOR PROPOSALS GMU-1600-20

**ISSUE DATE:** November 4, 2019

**TITLE:** Student Health Insurance

**PRIMARY PROCUREMENT OFFICER:** Erin Rauch, Assistant Director, [erauch@gmu.edu](mailto:erauch@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** Cliff Shore, Chief Procurement Officer, [cshore@gmu.edu](mailto:cshore@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on November 19, 2019. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on November 26, 2019. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** January 6, 2020 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

**Note:** A return envelope is not being provided. It is the responsibility of the Offeror to ensure the proposal is submitted in a sealed envelope, box, container, etc. that clearly identifies the contents as a proposal submission in response to this Request for Proposal. See Section XIII Paragraph C herein. If delivering proposals by hand, deliver to the Purchasing Department located in Suite 4200 of Alan and Sally Merten Hall (Merten Hall), Fairfax Campus. [Campus Map](#). Office hours are 8:30AM to 5:00PM.

**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: \_\_\_\_\_

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.

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**ATTACHMENT N\***      **HEALTH CENTER FEE SCHEDULE**

**\* PROVIDED AS SEPARATE ATTACHMENTS.**

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide health insurance to students of George Mason University (herein after referred to as “Mason,” or “University”). George Mason University is an educational institution and agency of the Commonwealth of Virginia.
- A. Mason has engaged third-party consultants, Segal Consulting, to assist in this RFP process. They will assist in the proposal review process, but will not have official scoring capacity.
- 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 Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT C to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should 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 Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.
- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract 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 this 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](http://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 Mason’s efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by 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:** In accordance with Executive Order 35 it is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to fill out and submit Attachments A and B with their proposal.

**IX. PERIOD OF PERFORMANCE:** One (1) year from date of award with nine (9) successive one-year renewal options.

**X. BACKGROUND:** The Student Health Clinic at George Mason University provides a full-range of primary care services including the evaluation, treatment and prevention of various acute or chronic physical, mental and social health issues. Our clinical staff includes Board-certified physicians and nurse practitioners, registered nurses, a laboratory technician, and many support staff, all of whom deliver high-quality patient care to all registered students at Mason. Dependents are not covered under the services performed at the Student Health Clinic. Students pay nominal fees for supplies, procedures and laboratory tests performed on site. Outpatient care is available for acute illnesses and minor injuries as well as physical exams, and routine gynecologic needs. For problems that require evaluation or treatment outside the Student Health Clinic, students are referred to private health professionals, urgent care centers or to the emergency room. Students are strongly encouraged to carry health insurance to help with the costs of health care obtained outside the Student Health Clinic.

Mason has 3 campuses that have student health clinics on campus: Fairfax Campus Clinic, Arlington Campus Clinic and Science and Technology Campus Clinic. Our hours of operation during the Fall and Spring semesters are listed below. The Arlington Campus Clinic and The Science and Technology Campus Clinic are closed during the summer. The Fairfax Campus Clinic has abbreviated hours during the summer.

During the Fall and Spring semesters, the clinics hours are as follows:

The Fairfax campus clinic is open Monday, Tuesday and Thursday from 8:30 AM to 7:30 PM; Wednesday from 8:30 AM to 4:30PM; Friday from 12:30 PM to 4:30 PM; Saturday from 9:00 AM to 12:30 PM during the regular academic school year. The Fairfax clinic is closed on Sunday.

The Arlington campus clinic is open Monday and Thursday from 11:00 AM to 6:30 PM; Tuesday from 10:00 AM to 5:30 PM. The Arlington clinic is closed on Wednesday and Friday through Sunday.

The Science and Technology campus clinic is open Monday and Thursday from 9:00 AM to 4:30 PM. The Science and Technology campus clinic is closed Tuesday, Wednesday and Friday through Sunday.

The Student Health Clinic professional staff includes five (5) physicians, eight (8) nurse practitioners, eleven (11) registered nurses, five (5) medical assistants, one (1) laboratory technician and two (2) licensed professional counselors.

George Mason University seeks to provide affordable student health insurance for all students with options to cover their spouses and dependent children in accordance with the guidelines of the Affordable Care Act (ACA). All domestic students taking 3 credit hours or more are eligible to purchase the student health insurance plan. Mason does not require the domestic students to be covered by health insurance. There is no hard-waiver for insurance in place for the domestic students.

Mason requires all international students to be enrolled in the Mason student health insurance plan. This includes our F1 and J1 students in graduate and undergraduate programs as well as our INTO students. International students may waive off the Mason insurance plan by proving adequate insurance coverage.

Student Health Services has a 24hr Nurse Line for all campus students (regardless of their enrollment in the insurance plan).

**XI. STATEMENT OF NEEDS:** Mason is looking for a student health insurance contractor to provide a medical PPO insurance policy and dental insurance policy (if not included in the medical plan) with no option for a continuation plan. Open enrollment for voluntary students will be a 2-month period each semester. Fall open enrollment will begin in July and end on September 15. Spring open enrollment will begin in December and end on February 15. Summer open enrollment will begin in April and end on June 15. Voluntary students will enroll with the insurance company directly via an online portal. The insurance company will collect the premiums and administrative fees. The administrative fees will be paid to Mason in full 2x/year. Mason will collect the premiums for the International and INTO students. The premiums will be paid to the insurance company 4x/year.

A. The contractor shall provide insurance for the following student populations:

1. Voluntary/Domestic undergrad or graduate students enrolled in 3 credit hours or more, taking in person or online classes, degree seeking or non-degree students.
2. Voluntary/Domestic PhD students enrolled in 1 credit hour or more, taking in person or online classes.
3. International students (F1 and J1) students
4. INTO students.
5. Subsidy graduate students: domestic and international students.
6. Optional Practical Training (OPT) students.
7. Visiting Scholars.
8. Medical Leave.
9. ADVANCE students (<https://www2.gmu.edu/admissions-aid/nova-advance>)

B. The contractor must be able to accept the following parameters for insurance coverage.

1. Allow voluntary students (enrolled in 3 credit hours or more at the time of enrollment) to enroll in plan.
2. Mason's waiver criteria for international students. International students' waiver period will correlate with the open enrollment period dates for the voluntary students. [shs.gmu.edu/insurance/international](https://shs.gmu.edu/insurance/international)
3. The Student Health Service clinic will bill via ledger billing to the insurance contractor. The insurance contractor shall pay ledger-billing items at 100%.
4. No referrals required for students to see outside providers or for any services.
5. Students will not have to visit the clinic first in order to see outside providers.
6. No prior authorization requirements or plan limits on number of therapy visits (physical, occupational, speech).
7. Contractor must have a robust participation of preferred mental health providers within the plan.
8. The pharmacy formulary must be a high option plan.

C. The contractor must be able to meet these additional requirements:

1. The contractor shall fund and/or operate a 24hr Nurse Line for all campus students (regardless of their enrollment in the insurance plan).
2. Supply 'giveaways' for summer and winter orientations, as requested by the contract administrator or her designee.
3. Provide printed copies of the summary brochure, translated brochures in requested languages, summary postcard, and other materials as requested by the contract administrator or her designee.
4. The contractor must have one person dedicated to answering questions and resolving customer service issues within one business day.
5. The Contractor must be licensed to sell insurance in the Commonwealth of Virginia.

D. Reporting Requirements: The contractor must provide the following reports to the contract administrator.

1. A weekly list of enrolled students for each of the enrollment populations.
2. Quarterly utilization reports.
3. Annual HITRUST or Soc II Type II Certification.

E. Underwriting Support:

1. Contractor shall meet with University and its actuary during renewal process to discuss proposed rates for coming year.
2. Contractor shall provide detailed renewal analysis that reflects all the components factoring into the renewal pricing including but not limited to the following:
  - i. Paid claims and completion factors
  - ii. Retention costs
  - iii. Trend assumptions
  - iv. Demographic factors/assumptions
  - v. Experience Credibility/Manual Factor
  - vi. Health Insurance Fees

## **XII. COST OF SERVICES:**

- A. Provide rates with and without hard waiver for the insured categories and time periods in Attachment E.
- B. Student Health and Dental insurance will be fully insured. University is requesting rate increase caps for years 2 and 3.
- C. Provide a retrospective agreement that will reimburse the University or create a premium stabilization fund if the ratio of claims to premium falls below a targeted percentage.

## **XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

### **A. GENERAL REQUIREMENTS:**

- 1. RFP Response. In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit **one (1)** signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information and **seven (7)** extra hardcopies (paper) including all attachments and proprietary information. In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on CD, thumb drive or other electronic device. If proposal contains proprietary information, then submit two (2) CD's, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2c below for further details). The Offeror shall make no other distribution of the proposals.
  - a. 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.
- 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. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
  - d. 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.

- e. 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. The firm must also provide a separate electronic copy of the proposal (CD, etc.) 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 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 are tentatively scheduled for **the week of February 3, 2020**. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor's staff can be evaluated prior to making selection. Oral presentations are an option of 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 Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
  - b. Return Completed Attachment A – Vendor Data Sheet.
  - c. Return Completed Attachment B – Small Business Subcontracting Plan.
  - d. Return Completed Attachment E – Medical Rates
  - e. Return Completed Attachment F – Dental Rates
  - f. Return Completed Attachment G – Questionnaire
  - g. Return Completed Attachment H – Performance Guarantees
  - h. Return Completed Attachment I – Exception Sheet
  - i. Return Completed Attachment J- Non-Disclosure Agreement
  - j. Return Completed Attachment M – Medical Provider and Rx Formulary Disruption Sheets
  - k. State your payment preference in your proposal response. (See section XVI.)
2. Confirm that you can match current medical and prescription drug benefits noted in Attachment K. Please note all deviations in Attachment I.
  3. Provide voluntary dental rates for a dental plan that matches or closely matches the current dental plan noted in Attachment L. Please note all deviations in Attachment I.
  4. The Contractor must be licensed to sell insurance in the Commonwealth of Virginia at the time the proposal is submitted. Provide a copy of license with your proposal.
  5. The selected Firm/Vendor is expected to create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data. As such, the vendor will provide a detailed explanation of how they will ensure the university receives, before contract execution and on an annual basis, either a SOC II/ TYPE II audit or a HITRUST CSF audit, performed by a qualified independent auditor

- C. IDENTIFICATION OF THE PROPOSAL ENVELOPE: **Return envelopes are not being provided. It is the responsibility of the Offeror to clearly mark submission envelopes identifying the contents as a response to this Request For Proposal as follows:**

FROM: Name of Offeror \_\_\_\_\_ Due Date/Time: **January 6, 2020 @ 2:00PM EST**

Street or Box Number \_\_\_\_\_ RFP Number: **GMU-1600-20**

City, State, Zip Code \_\_\_\_\_ RFP Title: **Student Health Insurance**



Name of Procurement Officer or Buyer: **Erin Rauch, Assistant Director.**

The envelope or package should be addressed to the Issuing Agency as directed on Page 1 of the solicitation. If a proposal is mailed, the Offeror takes the risk that the envelope/package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bid/proposal should be placed in the envelope.

**XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:**

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

<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
1. Plan Administration	20
2. Account Management/Experience/References.	10
3. Proposed Pricing	35
4. Performance Guarantees/Retrospective Agreement	10
5. Provider Network/Formulary	20
6. Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	5
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 Mason will then determine, in its sole discretion, which vendors 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, 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 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. 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.*).

- XV. CONTRACT ADMINISTRATION:** Upon award of the contract, 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 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.

**XVI. 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-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](mailto: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 10<sup>th</sup> 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 20<sup>th</sup> 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](mailto: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. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

**Please state your payment preference in your proposal response.**

## **XVII. SOLICITATION TERMS AND CONDITIONS:**

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:  
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS – GMU-1600-20. (Also see ATTACHMENT C – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
1. 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).
  2. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 90 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 90 written notice to the other party. 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.
  3. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
  4. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that he/she is not currently an employee of the Commonwealth of Virginia.
  5. LATE PROPOSALS: To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation.

Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service should ensure that the proposal is addressed properly. Proposals are due at 2:00PM on the date specified on the cover page of this solicitation. The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Mason's Purchasing Office, address and location on cover page of solicitation.

**George Mason University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.**

6. **OBLIGATION OF OFFEROR:** It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. 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 this contract because of any misunderstanding or lack of information.
7. **RENEWAL OF CONTRACT:** The resulting contract may be renewed by Mason for nine (9) successive one (1) year periods, or as negotiated, under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given 9 months prior to the expiration date of each contract period.
8. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* 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.
9. **SUBCONTRACTS:** **No portion of the work shall be subcontracted without prior written consent from Mason.** In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish 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.

#### **XVIII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 11/4/19
- Advertise in Washington Post: 11/4/19
- Vendors submit questions by: 11/19/19 by 4:00 PM EST
- Post Question Responses: 11/26/19 by 5:00 PM EST
- Mason is closed for Winter Break 12/23/19 – 1/3/20
- Proposals Due: 1/6/20 @ 2:00 PM EST
- Proposals to Committee: 1/7/20
- Review and Score Proposals: 1/7/20 – 1/28/20
- Scores to Purchasing: 1/29/20
- Oral presentations (if necessary): Week of 2/03/20 (tentative)
- Negotiations/BAFO: Week of 2/10/20
- Award: TBD
- Contract Start Date: TBD

**ATTACHMENT A**  
**VENDOR DATA SHEET**  
**TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATION OF OFFEROR:** The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service:

Type of Business: \_\_\_\_\_ . \_\_\_\_\_ Years \_\_\_\_\_ Months

3. **BUSINESS STATUS:**

A. Type of organization (circle one):

Individual  
Sole Proprietor

Partnership  
Government

Corporation  
Other (explain)

B. Category (circle one):

Manufacturer/Producer  
Service Establishment  
Other (explain)

Mfg.'s Agent  
Distributor

Retailer  
Wholesaler

C. Status: If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD), provide your certification number \_\_\_\_\_. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. (Please check all applicable classifications. Must be certified with **VIRGINIA DSBSD** to qualify)

\_\_\_\_\_ (MB) MINORITY OWNED. "Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

\_\_\_\_\_ (WB) WOMAN OWNED. "Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

\_\_\_\_\_ (SB) SMALL BUSINESS: "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

\_\_\_\_\_ LARGE BUSINESS

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

**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 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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

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

B. If you are not a DSBSD-certified small business, complete Section B of this form.

**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:**

Populate the table below to show your firm's plans for utilization of 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 percentages may result in breach of the contract.

Micro/Small Business Name & Address  DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
<b>Totals \$</b>					

Add a separate page for Section B if necessary.



Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>

**ATTACHMENT C**  
**SAMPLE CONTRACT**  
**GMU-1600-20**

**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 \_\_\_\_\_ by \_\_\_\_\_ hereinafter called "Contractor" (located at \_\_\_\_\_) and George Mason University hereinafter called "Mason," "University".

- I. **WITNESSETH** that the Contractor and 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 \_\_\_\_\_ as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** As negotiated
- IV. **PRICE SCHEDULE:** As negotiated
- 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 Administrators 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 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 negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. GMU DATA SECURITY ADDENDUM (attached);
  - C. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
  - D. Contractor's proposal dated XXXXXX (incorporated herein by reference);
  - E. Negotiation Responses dated XXXXXX (incorporated herein by reference).
- 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 in particular § [23.1-1003](#) of the Restructuring Act ("Memoranda of Understanding"), 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, the 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(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 request 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 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 the award is made to 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 vendor.
- C. ANTITRUST: By entering into a 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 said 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, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, 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 the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 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: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 90 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 90 days written notice to the other party. 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 the Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
  2. George Mason University may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the 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. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University 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 University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the 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. The Contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the 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 University within thirty (30) days from the date of receipt of the written order from George Mason University. 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 Vendors. 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 University 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 firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm 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 his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm 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 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.
- M. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the attached Data Security Addendum shall apply and be incorporated into this Contract.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with 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. 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.
- Q. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with this Contract awarded to Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- R. **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.
- S. **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:
    - (i) notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and
    - (ii) receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the 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 Mason of any Munitions Item, it will reimburse 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 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 Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).
- T. **FORCE MAJEURE:** Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- U. **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.
- V. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University 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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

- W. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, 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 Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- X. INFORMATION SECURITY: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor 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](http://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. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor 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 contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor 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. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- Y. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree 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 University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University 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) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- Z. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to 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 Mason shall be named as an additional insured.
1. Commercial General Liability Insurance in an amount not less than \$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 \$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, Workers' Compensation, and Commercial Automobile Liability Insurance.

- AA. 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 Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
- BB. 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).
- CC. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- DD. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- EE. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for nine (9) successive one (1) year periods, or as negotiated under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 9 months prior to the expiration date of each contract period.
- FF. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any 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 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/>."
- GG. SOC/SSAE16: To facilitate compliance with SSAE16, Contractor must provide George Mason University with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to Mrs. Peaches Nicholls at [pnicholl@gmu.edu](mailto:pnicholl@gmu.edu) or other representative identified by the University. Contractor also commits to providing George Mason University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by George Mason University in relation to the SOC report.
- HH. 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.
- II. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- JJ. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish 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.
- KK. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.
- LL. 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 Here**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**George Mason University**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT D**  
**Data Security Addendum for inclusion in GMU-1600-20 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") dated \_\_\_\_\_ (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University.

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

**1. Definitions**

- a. **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- b. **"End User"** means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under the Contract.
- c. **"Personally Identifiable Information"** includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, email address, student or personnel identification number, and non-directory information; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- 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.
- g. **"University Data"** includes all 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.

**2. Rights and License in and to the University Data**

- a. 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 the University, and Selected Firm/Vendor has a limited, nonexclusive license to use the 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's data, content, or intellectual property, except as expressly stated in the Contract.

**3. Intellectual Property Rights/Disclosure**

- a. 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 Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Selected Firm/Vendor warrants to the University that the University 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. Selected Firm/Vendor 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 the University to document, register, or otherwise perfect such rights.
- c. 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 the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

#### **4. Data Privacy**

- a. Selected Firm/Vendor 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 the University, except as required by the Contract or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under the Contract. Selected Firm/Vendor 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.
- d. If Selected Firm/Vendor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm/Vendor 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 Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under the Contract for University’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.

#### **5. Data Security**

- a. Computer and network security is of paramount concern to the University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. Selected Firm/Vendor 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 Selected Firm/Vendor’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. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
- b. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract.
- c. If Selected Firm/Vendor’s use of University 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](http://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 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.

#### **6. Employee Background Checks and Qualifications**

- a. Selected Firm/Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract including but not limited to all terms relating to data and intellectual property protection.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University’s financial statements, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: 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).

#### **7. Data Authenticity and Integrity**

- a. Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The selected Firm/Vendor 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.”

## **8. Security Breach**

- a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Selected Firm/Vendor will notify the University, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. 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 such Security Breach, 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.

## **9. Response to Legal Orders, Demands or Requests for Data**

- a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will: i) immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data; ii) consult with the University regarding its response; iii) cooperate with the University’s reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and iv) upon the University’s request, provide the University with a copy of its response.
- b. If the University 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 Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University’s reasonable requests in connection with its response.

## **10. Data Transfer Upon Termination or Expiration**

- a. Upon termination or expiration of the Contract, Selected Firm/Vendor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.
- b. Selected Firm/Vendor will notify the University of Impending Cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Vendor’s facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Vendor 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 the University. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

## **11. Audits**

- a. The University reserves the right in its sole discretion to perform audits of Selected Firm/Vendor at the University’s expense to ensure compliance with the terms of the Contract. The Selected Firm/Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all Contracts under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, store, or dispose of University Data.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University’s financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other 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 a scanner 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; 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.
- c. 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.

- d. SOC/SSAE18: To facilitate compliance with SSAE18, vendor must provide the University with its most recent SOC report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

**12. Use of Trademarks**

- a. Selected Firm/Vendor shall not use the name or any trademark of the University without prior written permission of the University, no less than 10 days in advance of such use.

**13. Compliance**

- a. Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under the Contract. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.
- b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm/Vendor, 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), and Federal Export Administration Regulations.

**14. Indemnity**

- a. Selected Firm/Vendor agrees to indemnify, defend and hold harmless the University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages liability injury, expenses, or loss (including defense costs and attorney's fees) caused by or arising out of the performance or non-performance of the Contract by the Selected Firm/Vendor or its agents, subcontractors including the provision of any service or product provided that such liability is not attributable to the sole negligence of the University or to the failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the Selected Firm/Vendor on the materials, goods or equipment delivered.

**15. Survival**

- a. The Selected Firm/Vendor's obligations under Section 10 shall survive termination of the Contract until all University Data has been returned or Securely Destroyed.

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**

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**ATTACHMENT E**  
**MEDICAL RATES HARD WAIVER/NO HARD WAIVER**  
**TO BE COMPLETED BY OFFEROR**

**No Hard Waiver**

**Domestic – Grad/Undergrad-Medical Leave**

Tier	Annual (8/16/2020 -8/15/2021)	Spring (1/1/2021 -8/15/2021)	Summer (5/16/2021 -8/15/2021)
Student			
Spouse			
One Child			
Two or More Children			
Spouse and 2 or more Children			

\$60 surcharge to be added to all Student Tier rates to offset University Administrative costs.

**Domestic – Domestic Subsidy**

Tier	Annual (8/16/2020 -8/15/2021)	Spring (1/1/2021 -8/15/2021)	Fall (8/1/2021 -8/15/2021)
Student			
Spouse			
One Child			
Two or More Children			
Spouse and 2 or more Children			

\$30 surcharge to be added to Student Annual rates and \$15 to be added to Spring and Fall Student Tier rates to offset University Administrative costs.

**Visiting Faculty/Scholars**

Tier	Annual (8/16/2020 -8/15/2021)	Monthly	Daily
Student			
Spouse			
One Child			
Two or More Children			
Spouse and 2 or more Children			

\$60 surcharge to be added to Student Annual rates to offset University Administrative costs.

## **Hard Waiver**

### **Domestic – Grad/Undergrad-Medical Leave**

Tier	Annual (8/16/2020 -8/15/2021)	Spring (1/1/2021 -8/15/2021)	Summer (5/16/2021 -8/15/2021)
Student			
Spouse			
One Child			
Two or More Children			
Spouse and 2 or more Children			

\$60 surcharge to be added to all Student Tier rates to offset University Administrative costs.

### **Domestic – Domestic Subsidy**

Tier	Annual (8/16/2020 -8/15/2021)	Fall (8/16/2020 -12/31/2020)	Spring (1/1/2021 -8/15/2021)
Student			
Spouse			
One Child			
Two or More Children			
Spouse and 2 or more Children			

\$30 surcharge to be added to Student Annual rates and \$15 to be added to Spring and Fall Student Tier rates to offset University Administrative costs.

**Visiting Faculty/Scholars**

Tier	Annual (8/16/2020 -8/15/2021)	Monthly	Daily
Student			
Spouse			
One Child			
Two or More Children			
Spouse and 2 or more Children			

\$60 surcharge to be added to Student Annual rates to offset University Administrative costs.

**International – OPT Students**

Tier	Annual (8/16/2020 - 8/15/2021)	Spring (1/1/2021 - 8/15/2021)	Summer (5/16/2021 – 8/15/2021)	Fall (8/16/2020 - 12/31/2020)
Student				
Spouse				
One Child				
Two or More Children				
Spouse and 2 or more Children				

\$60 surcharge to be added to Student Annual rates and \$30 to be added to Spring, Summer and Fall Student Tier rates to offset University Administrative costs.

**International – International Subsidy**

Tier	Annual (8/16/2020 -8/15/2021)	Fall (8/16/2020 -12/31/2020)	Spring (1/1/2021 -8/15/2021)
Student			
Spouse			
One Child			
Two or More Children			
Spouse and 2 or more Children			

\$30 surcharge to be added to Student Annual rates and \$15 to be added to Spring and Fall Student Tier rates to offset University Administrative costs.

**International – INTO**

Tier	Annual (8/16/2020 - 8/15/2021)	Spring (1/1/2021 - 8/15/2021)	Summer (5/16/2021 – 8/15/2021)	Fall (8/16/2020 - 12/31/2020)
Student				
Spouse				
One Child				
Two or More Children				
Spouse and 2 or more Children				

\$60 surcharge to be added to Student Annual rates and \$30 to be added to Spring Summer and Fall Student Tier rates to offset University Administrative costs.

**International – International Subsidy**

Tier	Annual (8/16/2020 -8/15/2021)	Fall (8/16/2020 -12/31/2020)	Spring (1/1/2021 -8/15/2021)
Student			
Spouse			
One Child			
Two or More Children			
Spouse and 2 or more Children			

\$30 surcharge to be added to Student Annual rates and \$15 to be added to Spring and Fall Student Tier rates to offset University Administrative costs.

**ATTACHMENT F**  
**DENTAL RATES**  
**TO BE COMPLETED BY OFFEROR**

Tier	Annual (8/16/2020 -8/15/2021)
Student	
Spouse	
One Child	
Two or More Children	
Spouse and 2 or more Children	



**ATTACHMENT G**  
**QUESTIONNAIRE**  
**TO BE COMPLETED BY OFFEROR**

**Firm Information, Account Management**

1. Provide the name, address, telephone number, email address of your representative to be contacted concerning your proposal.
2. Provide a brief history of the firm and its experience in providing student health insurance plans.
3. Provide information on those individuals assigned to work with the University including a description of their experience in providing a comprehensive health insurance plan for students.
4. Describe the support provided by the account management team that will be available at the system and campus levels.
5. Provide references including the name addresses, and telephone number of at least three (3) individuals who administer the insurance plans at other institutions where your firm is currently providing a similar insurance plan. References, including name, address, and telephone number of those in the present or past who were or are now insured, where the Offeror has administered the insurance plans at other state institutions of higher learning for the Offeror.
6. Provide a list of all clients lost within the last three years which includes:
  - a. A contact name and telephone number
  - b. Length of service at the account
  - c. Reason for the loss
7. What are the most recent AM Best and Standard and Poor's financial ratings for your company? Please provide rating and date.
8. Identify all key individuals involved in the underwriting, contracts, enrollment and provider recruitment efforts. Briefly note job titles and relevant qualifications and experience of all such individuals.
9. Confirm no less frequently than quarterly reporting to Student Health to include:
  - a. Participating Student data (e.g. number of single Participating Students, number of Participating Student's dependents; undergraduate vs. graduate/professional status; domestic vs. International; age, etc.);
  - b. Medical claims data, including mental health; and
  - c. Prescription claims (e.g. number and dollar amounts; top ten by number of prescriptions and amount of paid claims).
10. Describe other standard reports and applicable frequency that are available to the University.

**Plan Administration**

11. Confirm that your Company intends to meet all of the expectations noted in the Statement of Needs on pages 4 – 5. List any exceptions.
12. With regard to claims administration, provide the following information: Identify the person(s) who will, on a day- to-day basis, be responsible for processing claims for Mason students. Note each person's background and training.
  - a. Identify the person who will have final authority regarding the acceptance or rejection of a claim. Note the person's job title and background.
  - b. State the address, telephone number, E-mail and facsimile number of the claims administration site.

- c. Provide sample copies of all available claim forms to be used by the students, explanation of payment form, standard claim reports relating to the status of claims, the dollar amount and number of claims paid for various components of the policy (e.g., outpatient accident, maternity, etc.) and any other reports, which the College would receive.
  - d. Provide a copy of the Offeror's operating procedures regarding the processing of claims. State the average and maximum amount of time required to respond to or the turnaround time to pay a claim.
  - e. Describe the appeal process if a claimant disagrees with an initial disposition of the claim.
13. Confirm that your Company will aggressively and immediately recruit 100 percent of identified providers not in your current network if your Company is chosen to work with the University, and provide details on the scope of your current provider network.
  14. Confirm that you will assist the University's Office of Student Financial Services and Office of the Provost to enroll graduate students who qualify for the University's insurance subsidy, and will work with University offices to facilitate notification, application, enrollment, premium payment and/or group enrollment for qualifying graduate students.
  15. Confirm that your Company will provide continuous open enrollment support for the full premium during the publicized Open Enrollment Period and open enrollment thereafter, effective the first day of the month following enrollment, with premiums pro-rated accordingly.
  16. Confirm that your Company will provide an optional monthly payment plan for participating students.
  17. Describe the method by which your Company intends to verify undergraduate/graduate student status of enrollees.
  18. Describe how your Company will work with the University to administer any required Student Waiver process.
  19. Clearly describe your firm's source/method of determining "Usual, Customary, and Reasonable" charges. In addition, identify if balance billing will be utilized by local providers.

### **Customer Service**

20. Confirm that continuous access to information for eligible students beginning at least two weeks before the Open Enrollment Period will be provided.
21. Confirm that a local or toll-free number listed on the brochure, website and other sources of information regarding your Company's services will be available 24 hours a day/seven days per week.
22. Confirm availability of online information regarding the Services that will be linked from the Student Health website.
23. Confirm that the local or toll-free number will be staffed by employees who are thoroughly knowledgeable regarding the specific details of the Plan and Services for the University.
24. Confirm that consistently prompt, courteous, and knowledgeable responses by the Selected Firm to customer service requests posed by Participating Students, Eligible Students, and University administrators.
25. Describe the website tools available to participants in the Student Health Plan.
26. Do you offer a tools that will allow participant in the Student Health Plan to see their deductible and out-of-pocket maximum progress throughout the year?
27. Please describe your mobile application that will be available for participants in the Student Health Plan.

### **Marketing and Communication**

28. Confirm that brochures and mailers for review and approval by the University and, as required, by the State Insurance department will be included in the proposed premium; brochures to include a list of exclusions and policy limitations, including pre-authorization and pre-certification requirements.
29. Confirm timely distribution of information to all entering and returning Eligible Students and subsequent mailings for Eligible Students who are late admissions to the University.

30. Confirm immediate direct notifications to Participating Students of any change that occurs during the Plan Year.

### Value Added Benefits

31. Provide the following information for each value added benefits such as Nurseline, Telemedicine, and Travel Assistance Program:

- a) Description of the program offered to participants in the Student Health Plan
- b) Confirm if the cost of the benefit is included in the proposed premium.
- c) Information on the company which you will use to administer the services.
- d) Do you offer the program benefits to students not enroll in the Student Health Plan?

32. Does your company provide assistance to students that would like to purchase Tuition Insurance?

33. Describe other value added benefits that are available to students.

### Information Security

34. Describe your process for vetting the privacy, security, HIPAA compliance and readiness of your sub-contractors.

- a. Privacy
- b. Security
- c. HIPAA Compliance
- d. Readiness of Sub-contractors

35. Does your web-based product comply with all current and known future security and HIPAA requirements for both aggregate and individual transactions? (Yes/No)

36. List the dates on which your systems were reviewed or validated against the updated HIPAA regulations.

37. Has your company had any data breaches? If so, please describe the event(s).

### Provider Network and Formulary

38. Complete Provider Disruption file provided.

39. Complete Network Access table below:

Percentage of students with access based on access standards* noted on the next page.	
Provider	Access %
PCPs	
OB/GYNs	
Pediatricians	
Other Specialists	
Psychologists/Therapists	
Psychiatrists	
Hospitals	

#### \*Standard for Definition of Access to Network Provider

PCPs: 2 physician with 5 miles

OB/GYNs: 2 physicians within 5 miles

Pediatricians: 2 physicians within 5 miles

Specialists/Psychologists/Therapists/Psychiatrists: 2 physicians within 5 miles  
Hospitals: 1 hospital within 10 miles

40. Complete Network Provider count table below:

Number of Providers within Your Network in the Following Zip Codes						
Provider Type	22030	22031	22032	22038	22042	Total
PCPs						
OB/GYNs						
Pediatricians						
Psychologists/Therapists						
Psychiatrists						
Other Specialists						
Hospitals						

41. Please provide a listing of the hospitals and doctors in the Northern VA area that participate in your network. List the in-network behavioral health providers within 10 miles of George Mason University's Fairfax campus.
42. Describe how your company ensures that students have sufficient access to Behavioral Health providers and resources.
43. Describe the proposed 2020 prescription drug formulary. Attach a full list of your formulary.
44. How often is the prescription drug formulary updated? Describe the options available to the University regarding formulary management.

### Underwriting

46. Provide a description of rating methodology used to produce your proposed rates. Methodology should include paid claims, trends, credibility and retention costs at a minimum.
47. State your retention percentage (i.e. difference between total projected claims payments and total premiums collected) on which your proposal is based. Fully describe the contents and magnitude of each component of retention (e.g. broker's commission, premium tax, claims administration, etc.)
48. Describe how trend will be calculated and provide trend calculations for the past five years.
49. Note what target loss ratio was used in your proposed rates. What factors would contribute to changing this loss ratio in the future.
50. Provide a plan for adjusting premiums during each of the contract renewal years. Identify a maximum cap (%) on premium increases for second and third year renewal.

### Implementation

51. The anticipated effective date is August 16, 2020. Please provide an implementation schedule for each line of coverage you are proposing, assuming this effective date.

**ATTACHMENT H**  
**PERFORMANCE GUARANTEES**  
**TO BE COMPLETED BY OFFEROR**

<b>Performance Measure</b>	<b>Financial Penalty as a Percentage of Monthly Premium Collected</b>
<b>1- Administrative Fee Payments</b> Administrative Fee payments to be made to the University by February 1 <sup>st</sup> following the fall semester and by August 1 <sup>st</sup> for the Spring & Summer semesters.	____% of Premium
<b>2- Customer Service Inquiry Guarantee</b> VENDOR guarantees that 90% of quarterly member telephone inquiries will be processed within 2 calendar days.	____% of Premium
<b>3- Ad Hoc Reporting Guarantee</b> VENDOR guarantees to provide Basic Reports (described on next two pages) to the University by at least 45 days after the end of the Plan Year quarter. For example, the reports for the quarter ending November 15 <sup>th</sup> will be delivered on or before December 31 <sup>st</sup> .	____% of Premium
<b>4- Behavioral Health Provider Recruitment</b> VENDOR to recruit 90% of noted providers by August 16 <sup>th</sup> , 2019. VENDOR commits to aggressively recruit any provider identified by the University to be included in the VENDOR network.	____% of Premium
<b>5- Account Management Guarantee -</b> VENDOR guarantees that, when a problem is reported to VENDOR (via phone call or email) it will be resolved to University's satisfaction within 10 business days.  To avoid penalty under this section, VENDOR must provide an initial response to reported problem within 24 hours. VENDOR will describe in its initial communication what result is expected for the Matter to be satisfactorily resolved. If VENDOR does not provide such satisfactory resolution within 10 business days after receiving notice, a penalty will apply. Within 5 business days after receiving initial communication about the Matter, VENDOR may assert that it is unable to satisfactorily resolve the Matter within the 10-business day time limit, thus avoiding penalty.	____% of Premium
<b>6- Student Verification Process for Voluntary Enrollees -</b> When a student reaches \$1,000 in paid claims, the student verification form will be sent to University not the student. University will verify that the student is eligible for insurance and send back a verification form to VENDOR. If the University verifies the student's eligibility, VENDOR guarantees the student to made eligible with 5 business days of verification form receipt.  To avoid penalty under this section, VENDOR must follow the above process and meet turnaround time noted.	____% of Premium
<b>Total</b>	____% of Premium

All guarantees will be measured on a quarterly basis. Reporting for these guarantees will follow the noted schedule on the next page.

Guarantee Time Period	Reporting Due to University	Penalty if Applicable to be Paid to University
First Quarter – August 2019 – October 2019	December 31, 2019	January 15, 2020
Second Quarter – November 2019 – January 2020	March 31, 2020	April 15, 2020
Third Quarter – February 2020 – April 2020	June 30, 2020	July 15, 2020
First Quarter – May 2020 – July 2020	September 30, 2020	October 15, 2020

Late penalty payments will be subject to the minimum prevailing federal interest rate. This agreement will renew automatically for future plan years unless terminated by the University or VENDOR.

Data reports will consist of the following data:

1. Separate Prescription Drug Report by Plan Year with the following data (Total Group)

- a) Overall Total Plan Paid Cost
- b) Member Cost Share Percentage
- c) Total Retail Cost (broken out by generic, brand name and specialty)
- d) Total Mail Order Cost (broken out by generic, brand name and specialty)
- e) Total Retail Scripts (broken out by generic, brand name and specialty)
- f) Total Mail Scripts (broken out by generic, brand name and specialty)
- g) Day supply per script
- h) Cost per Script
- i) Cost per Member
- j) Generic Dispensing Rate
- k) Generic Substitution Rate

2. Top 25 Prescription Drugs by Paid Amount by Plan Year (Total Group)

- a) Drug Name
- b) Therapeutic Category
- c) Paid Amount
- d) Number of Scripts
- e) Number of Members Utilizing

3. Financial Overview Report for Plan Year (Total Group)

- a) Number of Students on Plan
- b) Gross Premium
- c) Taxes and Fees
- d) Paid Medical Claims
- e) Paid Prescription Drug Claims

4. Medical Key Statistics (Total Group)

- a) Inpatient Paid per Member
- b) Outpatient Paid per Member
- c) Admissions/1,000 Members
- d) Average Length of Stay
- e) Office Visits/1,000 Members
- f) ER Visits/1,000 Members
- g) Urgent Care Visits/1,000 Members

5. Breakouts by Group for the following Reports (Domestic/International Students & Domestic/International Dependents)

- a) Demographics by Age and Gender
- b) Plan Experience Overview
- c) Top 10 SR Charge Categories
- d) Network Utilization by SR Category

6. Nurse line reporting

7. Paid and Denied Reports, with denial reasons.

8. Medical Reporting

- a) Inpatient (Non-Behavioral Health)
  - i. Facility
  - ii. Surgery
  - iii. Professional
  - iv. Ancillary
- b) Outpatient (Non-Behavioral Health)
  - i. Physician Office Visits
  - ii. Emergency Room Visits
  - iii. Surgeries
  - iv. Lab
  - v. Radiology
  - vi. Physiotherapy
  - vii. Immunizations
  - viii. Chemo/Radiation
- c) Behavioral Health
  - i. Inpatient Mental Health
  - ii. Outpatient Mental Health
  - iii. Inpatient Substance Abuse
  - iv. Outpatient Substance Abuse
- d) Health Center

**ATTACHMENT I**  
**EXCEPTION SHEET**  
**TO BE COMPLETED BY OFFEROR**

[illegible]



## ATTACHMENT J

### TO BE COMPLETED BY OFFEROR

#### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is between **George Mason University** (herein after referred to as “Mason,” or “University”). on and [INSERT NAME OF COMPANY], on behalf of itself and all of its subsidiaries and affiliates, (“Bidder”) and is executed in connection with various bids, proposals or other replies (each a “Bid”) that Bidder intends to submit to University in response to various Request For Proposals/Requests for Information.

**WHEREAS**, in order to prepare its Bid, Bidder needs to receive certain plan information and data, which may include individually identifiable health information pertaining to the University’s health plan participants and beneficiaries. For the avoidance of doubt, the term “individually identifiable health information” refers to any health information, including demographic information, that is not “de-identified,” as defined in 45 C.F.R. Section 164.514(b)(2);

**WHEREAS**, in order to evaluate Bidder’s Bid, and the University may need to receive certain proprietary information from Bidder which may include, but not be limited to, provider-specific network allowances and reimbursement arrangements and other information designated by Bidder in writing as confidential and proprietary information of Bidder (“Bidder’s Proprietary Information”); and

**WHEREAS**, University’s Proprietary Information and Bidder’s Proprietary Information are collectively referred to as “Proprietary Information.”

**NOW THEREFORE**, in order to exchange Proprietary Information in connection with the RFP, the parties agree as follows:

1. Bidder will use University’s Proprietary Information only for the purpose of preparing its Bid and as otherwise permitted by paragraph 5 of this Agreement. University will use Bidder’s Proprietary Information only for the purpose of evaluating Bidder’s Bid and as otherwise permitted by paragraph 5 of this Agreement.
2. Bidder and University agree that only those individuals employed by them who have a need to know Proprietary Information to prepare or evaluate the Bid and have been made aware of the terms of this Agreement and agreed to abide by its terms will have access to Proprietary Information of the other party (“Bidder’s Representatives” and “University’s Representatives”).
3. Neither Bidder nor any Bidder Representatives will disclose University’s Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare the Bid and the recipient first executes a confidentiality agreement with provisions no less stringent than this one; or (b) required by law. University’s representatives will not disclose Bidder’s Proprietary Information to any person or entity outside of University, unless such a disclosure is: (a) necessary to evaluate the Bid and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law.
4. Bidder and University agree to use commercially reasonable efforts to maintain the security of the Proprietary Information of the other party.

5. Each party will return the other party's Proprietary Information to the other party or destroy it upon completion of the RFP process if such return or destruction is feasible, except that University may retain an archival copy of Bidder's Proprietary Information for its file. If Bidder determines that return or destruction of some or all of University's Proprietary Information is not feasible, Bidder agrees to: (a) inform University, in writing, of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Bidder retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible.
6. Bidder will report to University, in writing, any use and/or disclosure of individually identifiable health information that is not permitted by this Agreement.
7. Each party shall regard and preserve as confidential all of the other party's Proprietary Information that has been or may be obtained by such party during the course of the RFP, whether Bidder or University has such information in memory, or in writing or in other physical form. Neither party shall, without written authority from the other party, use for such party's benefit or purposes, either during the RFP process or thereafter, any Proprietary Information of the other party, except as necessary to respond to the RFP or evaluate the RFP response.
8. With respect to the RFP and the Proprietary Information exchanged in connection therewith, the obligations assumed by the parties in this Agreement shall continue beyond completion of the RFP process.
9. Bidder shall and does hereby agree to indemnify, defend and hold harmless University and their respective officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that the other may incur or suffer and that result from, or are related to, any breach or failure of Bidder or Bidder's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.
10. Each party recognizes that any breach of the covenants contained in this Agreement would irreparably injure the other party. Accordingly, the non-breaching party may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
12. This Agreement shall be binding upon University and Bidder and their respective successors, assigns, heirs, executors and administrators.
13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or

rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia applicable to contracts made on and performed within the State of Virginia.

Intending to be legally bound, the parties have executed this Agreement.

**GEORGE MASON UNIVERSITY**

**NAME OF COMPANY**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_