

Contract #16-520
UNIVERSITY OF MARY WASHINGTON
Commonwealth of Virginia
Standard Contract/Master Agreement
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This contract entered into this 24th day of May 2016 by CIEE Inc.-iNext, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington, hereinafter called the "University" or "UMW".

WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Insurance and related services as described herein, for International Students and Scholars, and for Study Abroad students, faculty and staff.

PERIOD OF CONTRACT: May 24, 2016; through May 23, 2017 with an option to renew for an additional nine (9) one-year terms.

COMPENSATION AND METHOD OF PAYMENT: Will be in accordance with the contract documents.

CONTRACT DOCUMENTS: The contract documents shall consist of this signed contract, the general conditions, special conditions, Offeror's proposal, Amended proposal, subsequent clarifications and modifications as described herein; all of which are incorporated by reference and constitute the "contract documents."

CONTRACT CLAIMS: Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

DELIVERABLES:

Marketing/promotional materials shall be provided to UMW Center for International Education (CIE) staff in quantities sufficient to support the department, during each term of the contract at the time of contract renewal. These materials may take the form of printed promotional items, i.e., first aid kits or other travel-related items.

Annual usage reporting shall be provided to UMW CIE and Procurement Services no later than July 31st of each contract year which shall detail inbound and outbound (separate) participants covered during the prior contract term, by plan type, as well as reports detailing all participant claims for the plan year. These reports shall include, but not be limited to, name, home and destination country, type of plan, including any supplemental coverage, premium paid, coverage dates, age of participant, and whether participant has athletic coverage.

POLICY / PRICING: (Ref. Attachments A-F, iNext Supplemental Premium Plan; iNext Global Essential Master Policy dated 4 May 2016; iNext Global Scholar Master Policy dated 4 May 2016; iNext Global

Scholar Plus Master Policy dated 4 May 2016; iNext Comp 250k Security VA; iNext Comp 500k Security VA)

F-1 students, J-1 students, and J-1 scholars may enroll in either the iNext Essential or iNext Scholar plan based on age (under or over 40) and requirements (i.e., whether athletic coverage is required.)

Program fee charges and/or credits for all UMW participants covered by an iNext International Insurance policy shall be as follows:

iNext Supplemental Plans:

\$52.00 for Premium Annual**

\$87.00 for Premium Annual with Security

iNext Enhanced Comprehensive Plan, \$250,000 Medical / \$500,000 Accident*:

Minimum Enrollment is ten (10) days.

\$1.50 per day for Comprehensive for 13-59 year olds

\$4.80 per day for Comprehensive Daily for those over 60 years of age

\$37.50 per month for Comprehensive Monthly for 13-59 year olds

\$145.00 per month for Comprehensive Monthly for those over 60 years of age

\$295.00 per year for Comprehensive Annual for 13-59 year olds

\$835.00 per year for Comprehensive Annual for those over 60 years of age

iNext Enhanced Comprehensive Plan, \$500,000 Medical / \$500,000 Accident:

Minimum Enrollment is ten (10) days

\$1.55 per day for Comprehensive Daily for 13-59 year olds

\$4.95 per day for Comprehensive Daily for those over 60 years of age

\$43.00 per month for Comprehensive Monthly for 13-59 year olds

\$165.00 per month for Comprehensive Monthly for those over 60 years of age

\$350.00 per year for Comprehensive Annual for 13-59 year olds

\$995.00 per year for Comprehensive Annual for those over 60 years of age

iNext Enhanced Comprehensive Optional** Add-Ons:

\$8.50 per person per month for Natural Disaster and Political Evacuation Add-on Monthly (to the Comprehensive Base Plan) ***

*UMW Minimum requirement is \$250,000.00/\$500,000.00.

**Purchase of the Natural Disaster and Political Evacuation Rider is a requirement for all UMW outbound travelers per CIE policy. UMW travelers cannot purchase the Supplemental and Comprehensive plans without the security rider.

***\$8.50/person/month pricing for Natural Disaster and Political Evacuation coverage is based on a blended rate of all potential travel destinations, taking risk into consideration. If a single country is assessed, at the time of travel, as an elevated risk (per U.S. Department of state travel warning), the fee may escalate accordingly. Any fee that exceeds the \$8.50/person/month pricing shall be disclosed to UMW CIE prior to enrollment. <https://travel.state.gov/content/passports/en/alertswarnings.html>*

PROCEDURES and BILLING:

iNext shall provide online enrollment account(s) per the requirements of the UMW Center for Education (CIE) staff.

iNext shall provide invoices to (CIE), via email to the University-identified staff, no later than 15 days following any month with account activity. The University will be responsible for updating the contractor with contact information as necessary.

UMW will pay, per proper invoice, for iNext product based on the number of participants uploaded through the UMW enrollment account (or accounts), and corresponding with UMW records of enrollment.

Payment shall be due per the "Methods of Payment."

Payments will be made by UMW per "Methods of Payment." If a state charge card (P-card) is used to pay, payments will be made by CIE staff to contractor Accounts Receivable, relaying card data via phone. If a secure online payment system is made available for payment that provides a "paid" or a zero balance receipt, payment may be made by UMW CIE through such a system.

iNext shall provide UMW CIE with a comprehensive list of participants covered by the iNext International Insurance policy.

iNext will refer all questions from UMW participants to UMW CIE.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: <http://adminfinance.umw.edu/procurement/files/2014/11/UMW-General-Terms-and-Conditions-Nov14.pdf>

SPECIAL TERMS AND CONDITIONS:

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.

AVAILABILITY OF FUNDS/FISCAL YEAR PROCESSING: The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services. 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.

CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon sixty (60) 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.

SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation 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 this 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 Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The Contractor should consider an offer of special tiered pricing or rebates to all entities accessing the contract, based on the results of such reporting. This tiered pricing and/or rebate structure should be included with the Bidder/Offeror's bid or proposal package. 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 Agreement does not preclude any participating entity from using other agreements or competitive processes.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for nine (9) successive one-year periods, *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 approximately 90 days (or more) prior to the expiration date of each contract period.

PRICE ESCALATION/DE-ESCALATION: No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Procurement Services office.

However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials or services. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the University; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

CONTINUITY OF SERVICES:

The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

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

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

FUTURE GOODS AND SERVICES: The University reserves the right to request that the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to existing services. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

EXTRA CHARGES PROHIBITED: The bid price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices; or any order-associated eVA fees. Credit card "check-out fees" or surcharges MUST be disclosed as a flat fee or percentage of invoice total with the bid, and shall be considered in the bid evaluation process. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the University will pay via credit card for invoices \$50,000.00 or less. The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.

E-VERIFY PROGRAM: Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. *If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.*

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless 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.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

RESPONSIBILITIES OF PRIME CONTRACTOR: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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 the contract.

FRATERNIZATION: The University is entrusted with the safety of all students at all times. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, if applicable, and/or result in contract termination.

STANDARDS OF CONDUCT IN THE WORKPLACE:

The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace*, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party* who either complains about harassment or who participates in any investigation concerning harassment.

http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html

pursuant to the authority provided in Chapter 10 and 12, Title
2.2 of the Code of Virginia

Note: *This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.*

TRAVEL TERMS and CONDITIONS / CONTRACTOR BILLING:

TRAVEL TO CUBA: All programs and travel to Cuba must have appropriate U.S. government sanctioned "People to People" licenses in place (ref. OFAC, Office of Foreign Assets Control, U.S. Treasury Dept.) in advance of enrollment in an iNext Policy. UMW and all UMW program travelers acknowledge that travel to Cuba must be for reasons deemed eligible by the U.S. Government and that listed travelers have all of the proper documentation required by the US Government to travel to Cuba. Eligible reasons are: family visits, government business, journalism, professional research and meetings, educational activities, religious activities, "support for the Cuban people," humanitarian projects, private foundation work and research, import/export work, art and athletic performances, clinics and workshops and other export transactions.

REFUNDS: iNext shall refund the full value of the policy for insureds upon written notice from UMW before the effective date of insurance. No refunds will be issued if a UMW participant withdraws/defers from a program after the effective insurance date.

SHIPMENT OF CARDS: iNext shall ship cards to individual insureds within the U.S. with no additional charge. Cards shall be shipped to the address labeled "Shipping Address" in the profile completed by the insured on the iNext.com website. If individual insureds request overnight or expedited shipping, additional charges will be applied at the insured's cost. For all Comprehensive policies shorter than one year in duration, there will be a \$2.50 charge per produced card. The card is not required as proof of insurance.

UPGRADE OF PRODUCT: Individual insureds shall have the option to upgrade their product coverage at their own expense. The University of Mary Washington will be charged for the original enrollment and the individual insured will be charged for the upgrade.

ELIGIBILITY FOR COVERAGE: Individual policyholders are eligible for coverage as set out in the policy located at <http://www.inext.com>. Responsibility for determining if an individual insured qualifies for coverage lies with the individual traveler, not with CIEE, iNext, or The University of Mary Washington.

METHOD OF PAYMENT: The contractor shall be paid using one of the following three methods:

1. **Charge Card:** At the time of verified receipt of goods or services, if the Contractor accepts charge cards in payment, the University will authorize payment by Charge Card, currently Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale. *If the contractor's eVA profile indicates acceptance of a charge card in payment, the Commonwealth will pay via charge card for invoices \$50,000.00 or less.*
2. **"ePayables" through Bank of America:** All payments under ePayables will have a *net 16* payment term. For more information about this payment option, please view <http://www.bankofamerica.com/epayablesvendors> or contact UMW's Accounts Payables department at payables@umw.edu.
3. **Payment (by check or ACH)** will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984

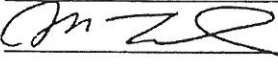
CONTRACT ADMINISTRATION:

The Director of the Center for International Education, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Purchasing Department.

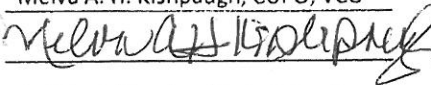
The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University Procurement Services Department via a written two-party executed modification to the contract.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

Printed
Name: Jeff Thaxter
Signature: 
Title: iNext Director
Date: 5/23/16
FEI/FIN#: 134038907
Phone: 207/274-5696
Email: JTHAXTER@CUPV.ORG

PURCHASING AGENCY

Printed Name: Melva A. H. Kishpaugh, CUPO, VCO
Signature: 
Title: Assistant Director, Procurement
Date: 5/23/2016