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

**STANDARD CONTRACT
 GMU-1827-23-08**

This Contract entered on this 19th day of April 2023 (Effective Date) by Grant Thornton LLP hereinafter called “Contractor” (located at 1000 Wilson Blvd., Ste 1500, Arlington, VA 22209) and George Mason University hereinafter called “Mason,” or “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 consulting services as set forth in the Contract documents. Note: This contract is not a guarantee of work. Contractor warrants that it will perform its services on a reasonable professional efforts basis in accordance with applicable standards. This warranty is in lieu of, and Contractor expressly disclaims, all other warranties, express, implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Contractor does not warrant computer hardware, software or services provided by other parties.
- III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. For administrative ease of efficiency each renewal will start March 1 and run through the end of February of each contract year.
- IV. PRICE SCHEDULE:** The following are all hourly rates. Hourly rates include all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems. This price schedule represents the complete pricing agreement between the parties. No additional contractor charges, markups, reimbursements or fees of any type permitted. From time to time, Contractor may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Contractor to cover firm expenses.

Engagement Lead:	<u>\$380.00 - \$600.00</u>
Project Manager:	<u>\$245.00 - \$515.00</u>
Staff Consultant:	<u>\$150.00 - \$415.00</u>
Engagement Manager:	<u>\$325.00 - \$600.00</u>

A. Ordering Procedures: As requirements arise a Mason representative will contact the contractor with a proposed (formal or informal) statement of needs and request a proposal for that particular engagement. Contractor will provide the proposal in accordance with the established prices included herein. Once agreed Mason will issue a Purchase Order for that particular engagement. Contractor must reference that Purchase Order number on all invoices submitted.

- IV. CONTRACT ADMINISTRATION:** Mason will assign an individual to shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from 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.
- V. METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason’s Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

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

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Contractor’s Best and Final Offer dated 2/6/23 (attached);

- D. RFP No. GMU-1827-23 (attached);
- E. Contractor's proposal dated 10/24/22 (attached).

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

VIII. 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.

IX. 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 Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents related to fee and expense records and work product documentation ("Records") relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period, provided advanced notice is given to the Contractor and such audits are performed during normal business hours no more than once per year. Notwithstanding the foregoing or anything in this agreement, nothing this Section or any audit or inspections hereunder, shall violate or cause Contractor to violate any of Contractor's professional standards, privacy, confidentiality or legal obligations and provided further, that Contractor's work papers and other proprietary materials are excluded from such audit. Mason will treat the Records as confidential information and may not disclose the Records to any other parties.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: 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. If Contractor performs background checks upon hiring of employees, no additional background check shall be required. 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 this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. 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 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. Contractor shall have the right to immediately terminate this Agreement or decline to perform Services if it discovers practices by Client that Contractor deems dishonest, fraudulent, or illegal; or Contractor determines that application of or changes in applicable rules or professional standards, such as those established by the AICPA, Public Company Accounting Oversight Board, and U.S. Securities and Exchange Commission, restrict Contractor's ability to complete the Services. Following notice terminating this Agreement, but prior to the effective date of such termination, each party shall continue to abide by the terms and conditions of this Agreement and comply fully with its obligations hereunder, and such termination notice shall not in any way hinder or interrupt the performance of this Agreement during any period between the date of a termination notice and the date of actual termination.

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

1. The parties may agree in writing to modify the scope of this Contract.
2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the Records of Contractor as it deems in accordance with Section E (AUDIT) if necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally. Regardless of the outcome of the dispute, Contractor shall be paid for any work performed during said dispute.

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: N/A.

- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, 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. Mason agrees to provide only the minimum amount of PII necessary for Contractor to perform the services under 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. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its good faith efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may terminate this agreement. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and

which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.

- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL: N/A.
- V. FORCE MAJEURE: Each party shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days. The parties are entering into this Contract at a time when a state of national emergency has been declared and the nation is responding to the Coronavirus (COVID-19) pandemic. The parties agree that each will use all reasonable efforts to complete services as specified herein, so long as each can reasonably do so while also protecting the health, welfare and safety of its professionals and the public, and abiding by emergency or regular executive orders, or changes in law mandated to address the pandemic. Neither party shall be liable for any delay or failure in performance (excluding payment for fees and expenses incurred) due to circumstances resulting from the pandemic which are beyond its reasonable control.
- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor at rates to be negotiated and agreed upon between the Parties. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any third-party claims, damages and actions of any kind or nature, whether at law or in equity, arising from any bodily injury or damage to tangible property or any infringement of third party intellectual property rights or caused by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. The foregoing indemnification will not apply to the extent any infringement results from: (i) the use of the Deliverables other than in accordance with the terms of this Agreement and any applicable documentation or instructions supplied by Contractor; (ii) any modification to the Deliverables not expressly agreed to in writing by Contractor; or (iii) the combination of the Deliverables with any materials not provided or expressly approved by Contractor.
- Z. LIMITATION OF LIABILITY: Mason agrees that the liability of Contractor and its present, future and former partners, principals and employees for any claim, including but not limited to, Contractor’s negligence, shall not exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined to be the result of the Contractor’s willful misconduct or fraud. In addition, Mason agrees that Contractor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if Contractor was advised in advance of such potential damages. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by Mason, Contractor, or others.
- AA. 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.

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

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

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

1. Commercial General Liability Insurance in an amount of \$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 of 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 of \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount of five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

- DD. **INTELLECTUAL PROPERTY:** The information contained in documents prepared by Contractor in the course of providing services under the terms of this Agreement is for the sole use of the Mason in accordance with the purpose of this Agreement hereunder. The Deliverables are not for a third party's benefit or reliance, and Contractor disclaims any contractual or other responsibility or duty of care to others based upon the Services, work product or Deliverables. Any work product, Deliverables, or documents delivered by Contractor shall be released only as redacted in accordance with the Virginia Freedom of Information Act or with the prior written permission of Contractor. Except to the extent expressly provided hereto to the contrary, no third-party beneficiaries are intended under this Agreement. Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right, provided Mason makes no changes to Contractors Deliverables or work product without the prior written consent of Contractor, and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract in accordance with Section W, above. Contractor shall be entitled to rely on all information, data, reports and other materials provided by Mason.

1. Unless expressly agreed to the contrary in writing, or as required by law, regulation or request by an accounting oversight body, any deliverables prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without

limitation, copyright or patent infringement claims upon full payment of Contractors billings. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. The Deliverables are for Mason's internal use only. 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 Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors. Contractor's work papers are not part of the deliverables or work product or software associated with the deliverables and the work papers shall remain the confidential property of Contractor in accordance with professional standards.

3. Contractor shall retain sole and exclusive ownership of and all right, title and interest in and to any know-how, concepts, techniques, methodologies, ideas, processes, models, templates, tools, utilities, routines and trade secrets of Contractor that existed prior to this engagement or that, to the extent they are of general application, may have been discovered, created or developed by Contractor as a result of its own efforts during this engagement (collectively, the "Contractor Property"). Mason shall acquire no rights or interest in the Contractor Property, except for a non-exclusive, non-transferable, royalty-free right to use such Contractor Property solely in connection with any deliverable or work product to the extent any Contractor Property is incorporated therein. Mason will not sublicense or otherwise grant any other party any rights to use, copy or otherwise exploit or create derivative works from the Contractor Property.

- EE. **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).
- FF. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- GG. **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. Notwithstanding the foregoing, Contractor is authorized to disclose and use Mason's name, industry and a general description of the services provided in proposals, presentations, biographies or similar communications.
- HH. **REMEDIES:** If the Contractor materially breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract upon prior written notice and a reasonable opportunity to cure.
- II. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of

the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.

- JJ. 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/>.”
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.
- LL. 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.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. 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. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data. Contractor may use third-parties to provide administrative and operational support to Contractor business operations. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of Client data. Such entities may be located within or outside the United States.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States

without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.

3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.
8. Mason will provide Contractor with the minimum amount of information necessary for the Contractor's performance of the Services.

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

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

2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if

it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.

3. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University. Notwithstanding the foregoing, Contractor may retain such data within its working papers in accord with professional standards and subject to the confidentiality provision of this Contract.

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

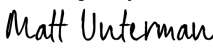
SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

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

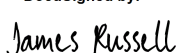
UU. ELECTRONIC COMMUNICATIONS: Mason agrees to the use of electronic methods to transmit and receive 13 information, including confidential information. Contractor shall not be responsible or liable for any (i) service interruptions of or (ii) corruption or damages (whether direct, indirect, consequential or otherwise) to the Mason's or third party's information systems and the information and data contained therein, including but not limited to denial of access, automatic shut-down of information systems caused by or resulting from Contractor's performance of the Services, to the extent such interruptions and damages were beyond its reasonable control upon exercise of reasonable and customary security and other measures as customary in the industry.

VV. OTHER COSTS: Unless expressly provided for, the Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except with respect to a dispute or litigation between Contractor and Mason, Contractor's costs, expenses, and time spent in legal and regulatory matters or proceedings arising from this Agreement, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulation inquiries, whether made at Mason's request or the request of a third party, will be billed to Mason separately at Mason's standard rates for such services.

Grant Thornton, LLP

DocuSigned by:

 Signature 82316F59B19A4C...

George Mason University

DocuSigned by:

 Signature 2F61E096C77E4DC...

Matt Unterman
 Name: _____
 Title: Principal
 Date: 4/27/2023

James Russell
 Name: _____
 Title: Purchasing Director
 Date: 4/19/2023

**Data Security Addendum for inclusion in GMU-1827-23 with
 George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Grant Thornton, LLP dated 4/19/23. It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive 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). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold the University, its officers, employees, and agents, harmless

for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Security Breach

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

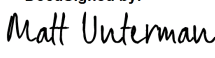
5. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: 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.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit 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. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for 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.

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.

Contractor

George Mason University


DocuSigned by:

 82316F59B19A4AC

Signature

Matt Unterman

Name: _____

Title: Principal

DocuSigned by:

 2F61E096C77E4DC...

Signature

James Russell

Name: _____

Title: Purchasing Director

Date: 4/27/2023 _____

Date: 4/19/2023 _____



James Russell
George Mason University
Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
February 6, 2023

Grant Thornton LLP
1000 Wilson Boulevard, Suite 1400
Arlington, VA 22209
T 703.847.7500
www.GrantThornton.com

Subject: February 1, 2023, email regarding RFP #GMU-1827-23

Dear Mr. Russell,

In the subject email, the University made a request regarding the pricing terms as presented in our proposal and subsequent correspondence.

... we respectfully ask if there might be an opportunity for a reduction in your proposed hourly rates?

We are eager to partner with George Mason University on this important assignment. As a result, we are pleased to offer updated pricing in place of that which was presented in our original proposal. The below text therefore replaces the content in the "Costs of Service" section of our original proposal. Please note our willingness to further collaborate with George Mason University at the task-order level to determine the appropriate investment/hourly rates.

We will perform our activities on a time and materials basis in accordance with the below hourly rates. We would be pleased to revisit these rates in collaboration with George Mason University based on task-order level information (e.g., scope of work, desired investment, level of effort, required skillsets and experience, travel requirements, etc.). We look forward to working in coordination with George Mason University at the task-order level in order to make certain that the institution's project objectives and desired level of investment are achieved.

Role	Level	Hourly Rate Range
Engagement Lead	Partner/Managing Director	\$380 - \$600
Project Manager	Senior Manager/Director/Exp. Manager/Manager	\$245 - \$515
Staff Consultant	Exp. Manager/Manager/Senior Associate/Associate	\$150 - \$415
Engagement Manager	Partner/Managing Director/Senior Manager/Director	\$325 - \$600

Per the RFP, the above hourly rates include all travel-related expenses to the Fairfax campus and all overhead costs. Travel-related, out-of-pocket expenses to other locations will be billed at cost, in accordance with Commonwealth of Virginia travel per diems. We will bill you monthly as our work progresses. This proposal is subject to the satisfactory completion of our customary client approval process.

We look forward to further conversations with George Mason University. Please let me know if you need any additional information. I can be reached at matt.unterman@us.gt.com or 212-542-9834.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Unterman", with a long horizontal flourish extending to the right.

Matt Unterman, Principal
Grant Thornton LLP



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



REQUEST FOR PROPOSALS GMU-1827-23

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer, dreyno3@gmu.edu

SECONDARY PROCUREMENT OFFICER: James F Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on September 21, 2022. **All questions must be submitted in writing in WORD format.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on September 27, 2022. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: October 12, 2022 @ 2:00 PM EST. **SEE SECTION XIIL.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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.

RFP# GMU-1827-23**TABLE OF CONTENTS**

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide academic and business consulting services for George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- 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 B 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.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

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

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

- 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, 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 Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

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

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

IX. PERIOD OF PERFORMANCE: One (1) year from date of award with four (4) one (1) year renewal options (or as negotiated),

X. BACKGROUND: George Mason University is on the move to be a leading higher education innovator in 21st century education. This includes the development of online programming and the delivery of personalized, customized education and student services to students who wish to attend Mason at our three campuses in Northern Virginia, our campus in South Korea, and/or online. As the largest public institution of higher education in Virginia, we are envisioning new ways of providing students with access and bringing George Mason University programs to new markets, both nationally and internationally. We are building capabilities to help launch and manage new initiatives that will take the university into the future to help achieve the university's vision of innovation, growth and access.

XI. STATEMENT OF NEEDS: Mason requires Consultants for strategic initiatives, benchmarking analysis, financial modeling/analysis, organizational assessments and suggested operational improvements, communications and change management, and new-partnership oriented ventures. We are interested in market and opportunity assessment, due diligence, operational and financial planning, modeling and launch support for new ventures associated with George Mason University. George Mason University is positioning itself to engage in innovative ventures that will support the mission and the strategic plan of the University and the citizens of the Commonwealth of Virginia; we are looking for consultants to help us identify, evaluate, and launch new ventures in higher education, most of which will involve partnerships with companies and other educational institutions. We are particularly interested in firms with deep experience helping large public and non-profit universities enter into some public-private partnerships. Mason is also looking for consultants to assist with Higher Education Research and Analytics as well as other strategic initiatives. It is anticipated that one or more offerors will be awarded a contract as a result of this RFP. Once selected, consultants shall be engaged as needed and shall submit individual scopes of work with estimated hours for each project.

A. Consultants should be able to describe previous engagements and provide client references for each engagement.

B. Consultants should have extensive expertise in at least one or more of the following areas:

1. Higher education benchmarking and data analysis
2. Helping large public and non-profit universities enter into public-private partnerships
3. Financial analysis and budget planning
4. Legal and/or tax structuring
5. Setting up business functions at a university, such as billing for insurance
6. Organizational and operational assessments and improvements
7. Higher education strategy and facilitation of new partnerships
8. Strategic communication and change management of new initiatives or joint ventures
9. Academic Leadership assessment and coaching
10. Business and financial modeling
11. Market analysis/Market demand analysis
12. Significant work with US public and international universities including accreditation or research
13. Demonstrated unique and proprietary knowledge regarding private for profit/not-for profit companies/universities serving the university market
14. Extensive capital markets experience in higher education including both equity and debt issuances

15. Extensive transactional experience, including mergers and acquisitions, in higher education; please provide sample deal list
16. Extensive experience in developing and growing DEI initiatives in higher education
17. Agility and reach – ability to assemble a relevant team of education experts quickly; strong network

XII. COST OF SERVICES: Please provide hourly rates. Rates may be a blended hourly rate or broken down by level of expertise (Partner, Senior Executive, Junior Executive, etc.) Hourly rates must include all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems.

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 copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

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

ELECTRONIC PROPOSAL SUBMISSION: **Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.**

The following shall apply:

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. Proposals should have a 2-page executive summary as its first two pages. The total length of any proposal (including term sheet), may not exceed 20 pages, excluding any exceptions taken to contract templates as listed in ATTACHMENT B and ATTACHMENT C. Pages included past page 20 will not be scored.
- c. The subject line of your email submission should read, "**RFP GMU-1827-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # _ of _ total"
- d. The offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- e. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted.
- f. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- g. Each email may not be larger than 20MB.
- h. All solicitation schedules are subject to change.
- i. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation->

[opportunities/](#)2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

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

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

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of 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 should 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 Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference in your proposal response. (See section XVI.)
- 2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not exceed 2 pages.
- 3. General firm background and information: Provide a background and a brief history of your firm not to exceed 3 pages.
- 4. References and Engagements: Provide contact information, summary of engagement, dollar value, and period of performance for each reference provided relevant to the requested areas below. All references and engagement information shall be limited to 5 pages.
 - a. Provide references demonstrating significant work with US public, for-profit, public and/or international universities.
 - b. Provide evidence of ability to assemble a relevant team of education experts quickly; strong network.
 - c. References from government or other non-profit clients in areas covered by the scope of work may also be submitted.
- 5. Approach: Specific plans or methodology to be used to perform the services.
- 6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of services offered and suitability for the intended purposes.	25
2.	Experience and qualifications of Offeror in providing the services including quality of references that are similar in size and scope.	25
3.	Specific plans or methodology to be used to perform the services.	20
4.	Proposed Pricing.	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10

Total Points Available:

100

- B. AWARD: **Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted 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: Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract. Purchase order numbers must be referenced 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.

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

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

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

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. 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-1827-23. (Also see ATTACHMENT B – 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, further negotiations may or may not be conducted with the Offeror(s).

2. 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.

3. **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.
4. **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.
5. **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 summary, the award justification memo from the evaluation committee and brief, general comments submitted by evaluation committee members. Formal debriefings are generally not offered.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 9/8/22
- Vendors submit questions by: 9/21/22 @ 4:00 PM EST
- Post Question Responses: 9/27/22 @ 5:00 PM EST
- Proposals Due: 10/12/22 @2:00 PM EST
- Proposals to Committee: 10/14/22
- Review and Score Proposals: 10/14/22 – 10/28/22
- Scores to Purchasing: 10/31/22
- Oral presentations (if necessary): Will Schedule If Needed
- Negotiations/BAFO: Tentative For The Week of 11/7/22 to 11/11/22
- Award: TBD
- Contract Start Date: TBD



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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 _____, 2022 (Effective Date) 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 _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or 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 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, 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. Data Security Addendum (attached);
 - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
 - E. Contractor’s proposal 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 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:** *As negotiated*. 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 and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to

accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The University may request the Contractor provide semi-annual usage reports for all entities accessing 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 Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials

during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: 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 [University 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 this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. 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 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.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract. 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 this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of

Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The 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: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- 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. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 - b. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 - c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
- 1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - A. notify Mason (by sending an email to export@gmu.edu), and
 - B. 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.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **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.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to 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, and Commercial Automobile Liability Insurance.

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

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

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

EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

FF. 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.

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

- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
- II. 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/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. 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.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. 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. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (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. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
 7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.
- PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of

the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

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

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

RR. 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.

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment C
Data Security Addendum for inclusion in GMU-1827-23 with
George Mason University (the “University”)

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

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor’s use of Sensitive 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). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Security Breach

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

5. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: 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.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit 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. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for 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.

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

Selected Firm/Vendor

George Mason University

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____



This document contains trade secrets and confidential commercial or financial information exempt from disclosure under the FREEDOM OF INFORMATION ACT (FOIA) 5 USC § 552(b)(4). It is submitted voluntarily for the sole purpose of allowing evaluation by George Mason University.

The service you seek. The attention you deserve.

George Mason University

OCTOBER 26, 2022



Our promise to you

Dear Davena,

Higher education institutions are faced with myriad strategic, financial, operational, technological, and risk-related challenges. The success of George Mason University ("Mason," "University") is dependent on your ability to serve your mission and accomplish your institutional objectives, while operating as a sophisticated business enterprise. Your success also depends on working with trusted advisors who have proven experience with higher education institutions.

The higher education professionals at Grant Thornton LLP (Grant Thornton) create opportunities that positively impact our clients' success by providing the advice and solutions to address their unique challenges and organizational needs. Your objectives are our highest priority.

With this in mind, we are delighted to present our qualifications to provide strategic academic and business consulting services to support Mason as your institution moves towards vision of innovation, growth, and access.

Throughout this proposal, we demonstrate our credentials and the value we bring to Mason, including these important benefits:

- **We offer best-in-class expertise in service to universities, colleges, and university systems** – We understand and work successfully with many different shared governance models. We are effective in partnering with faculty senate committees, staff councils, student government, university leadership, and boards of trustees. We understand the unique challenges universities face, and how difficult change can be in higher education institutions.
- **We've served Mason and hire Mason grads** – Grant Thornton has previously provided services to the University on multiple engagements in the past. Various Grant Thornton professionals have served, and continue to serve, the University. Also, we have hired almost 500 Mason alumni over the years and we currently have over 75 Mason alumni employed with Grant Thornton.* And our West Region Audit practice leader is a School of Business Alumni Chapter Board Member. We are familiar with Mason's history, culture, community, and traditions, and we believe in your mission "to (create) a more just, free, and prosperous world."
- **Unique approach through personalized service** - Supporting your needs as a growing, dynamic enterprise, Grant Thornton brings comprehensive resources and

deep experience while offering a unique approach through personalized service. We bring proven experience working with fast-growing, public universities similar in size, scope, and complexity to Mason, and tailored solutions to support Mason from day one. Grant Thornton understands the challenges and opportunities at Mason and brings in-depth experience to help Mason become an industry leader among its peers both in the United States and internationally.

- **Effective methodologies** – We design our solutions specifically for higher education institutions, for reviewing and analyzing business processes and systems, and applying industry and relevant non-industry best practices. While we have a great deal of experience performing similar assignments, we do not bring "pre-conceived notions" or cookie-cutter solutions to such engagements, but rather, apply our methodology and knowledge of national best practices to arrive at a customized solution for each of our clients.

In summary, Grant Thornton's broad scope of expertise and relevant experience means that we are a firm you can rely on for support today, and in the future.

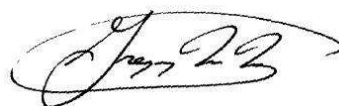
Thank you for this opportunity to share our qualifications for supporting your academic and business consulting needs. We look forward to working with you and continuing our successful relationship with George Mason University.

Sincerely,



Matt Unterman

Principal & Advisory Services Leader
Higher Education Practice
212 542 9834
matt.unterman@us.gt.com



Greg Wallig

Principal & Metro DC-Arlington
Managing Principal
703 847 7611
greg.wallig@us.gt.com



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 6. In your proposal response please address the following 18

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Appendix 19

“The Grant Thornton team did extraordinary work on our engagement. Frankly, their job wasn’t easy – they had to navigate internal politics, data/system challenges, and differences of opinion among our university communities. Even with those headwinds, they were able to successfully generate a solid analysis/plan that Mason will be able to implement going forward which will better serve the institution and its mission.”

Carol Dillon Kissal
Senior Vice President, Administration and Finance
George Mason University

RFP Response

1. Procedural Information

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

Please see our signed cover page in the preceding section; required addenda are included in the appendix or elsewhere as specified in the RFP.

b. Return Attachment A – Small Business Subcontracting Plan.



Attachment A has been included in the appendix as specified in the Q&A response document.

c. State your payment preference in your proposal response.

Grant Thornton's payment preference is for Option #3 (net 30) as laid out in Section XVI. Please see our hourly rates section for additional detail.

2. Executive Summary

Our firm's approach, culture, and Higher Education Practice enable us to deliver a wide range of benefits for George Mason University. You can expect to achieve better outcomes for your investment when working with Grant Thornton.

Benefit		What this means to Mason
	Work with a firm and team who understands the higher education sector and your needs	<ul style="list-style-type: none">• We don't just dabble in serving universities, colleges, and university systems; in fact, our dedicated Higher Education and Not-for-Profit Practice has more than 700 personnel focused on serving more than 1,100 preeminent organizations, including more than 200 higher education institutions.• We serve:<ul style="list-style-type: none">– 36% of the top 25 of U.S. News and World Report's Best National Universities– 60% of the top 10 of Forbes' America's Top Charities– 60% of the top 10 of the NonProfit Times' Top 100
	Have confidence in a team who knows you	<ul style="list-style-type: none">• Previous work with Mason gives us deep understanding of your team and current environment, including infrastructure, applications, and practices, which means less time educating us and faster development of custom-fit plans tailored to your needs and aligned to your strategic priorities.

Benefit

What this means to Mason



Achieve your mission through customized solutions

- We recognize the importance of handcrafting approaches and solutions that meet your unique needs. We can avoid cookie-cutter results because we understand both the shared governance and operational environments in which you work, as well as the unique strategic and operational challenges you face, to help tailor the right solutions for you.
- Your proposed team's experience spans many topics such as institutional performance metrics, workforce rationalization, board governance and enterprise risk management, as well as the full range of human resources, total rewards and faculty/staff benefits needs and concerns.
- We focus on providing strategic advice that is practical and implementable (since we are often asked to implement our recommendations), with deliverables that are never "ivory tower" documents, but rather ones grounded by the experience gained by helping our clients successfully effect change.



Breathe easy, knowing you will be a priority

- Senior firm leaders and consultants will be personally involved in the engagement, who bring a combined 100+ years consulting experience to the team.
- You will have immediate access to experienced, university-savvy professionals empowered to give advice, make decisions, and tap a network of resources that extends far beyond the scope of this project.
- Proactive, frequent communication to prevent last-minute surprises or frustrating issue resolution.
- A proven record: Grant Thornton's ClientVoice™ scores from Advisory clients for overall satisfaction averaged 9.2 (well above the 8.02 accounting industry average score).



Stay in the know so that you can stay ahead

- You will have exclusive and complimentary access to our Board & Executive Institute to keep you abreast of current and emerging operational, regulatory, legal, and accounting business trends.
- We have a webcast series (four in 2022) that covers a wide variety of trending topics and regulatory updates impacting higher education institutions.
- Our *State of Not-for-Profit and Higher Education* sector report shares guidance on important developments and challenges facing higher education leadership.
- We offer clients periodic briefing meetings with their executive management and board to discuss trends, benchmarking and their specific challenges and opportunities.



Get the help you need with a one-stop shop of integrated solutions

- Full suite of consulting and advisory services that are complementary, and provide clients with more thorough, cost-effective solutions rooted in both university-specific and broader industry insights.
- A multi-service firm that understands the issues you face, your shared governance needs and stakeholder concerns and perspectives, and how these factors affect your strategic, operational, and financial processes and results.
- Innovation and insights to help pinpoint the right solutions with strategic advice that is practical and implementable (since we are often asked to implement our recommendations).

3. General firm background and information

Depth of resources with local presence

Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd, one of the world’s leading organizations of independent assurance, tax, and advisory firms. We help dynamic organizations unlock their potential for growth by providing meaningful, forward-looking advice.

Proactive teams, led by approachable partners from Grant Thornton LLP, use insights, experience, and instinct to understand complex issues for higher education, not-for-profit, public sector, privately owned, and publicly listed clients and help them to find solutions.

More than 62,000 Grant Thornton people, across over 135 countries, are focused on making a difference to clients, colleagues, and the communities in which we live and work.

Local strength to serve you

SERVING THE DISTRICT OF COLUMBIA METRO AREA, INCLUDING METRO DC AND NORTHERN VIRGINIA

We have a large network of 9,000 colleagues in 51 offices across the country, but what matters most are your local, day-to-day resources — the people whose faces you’ll see in your office and the voices you’ll hear on the phone when you have a question or need advice. Because all of our service line professionals are just down the hall from each other, you’ll have access to the collective experience, industry knowledge and best practices of the entire D.C. office.

Our D.C. office has 44 partners, principals and managing directors and approximately 400 total employees who serve both public and private clients in a variety of industries. In addition, 40% of our D.C. client-serving professionals are partners and managers, which meets our philosophy of having active partner/management involvement.

Our comprehensive, market-leading solutions can support you through many of your business activities in an increasingly competitive marketplace. In D.C., across the country and around the globe — we’re here to help you manage tomorrow.



50,000+

Grant Thornton professionals in member firms worldwide focused on making a difference for our clients.

Statistics	Member firms worldwide	U.S. member firm
Revenues (USD)	\$6.58 billion	\$2.08 billion
Personnel (incl. Partners)	62,305	9,196*
Partners/Principals	3,891	616
Offices	768	51
Statistics as of:	Sept. 30, 2021	Dec. 31, 2021

Services we provide

Audit services

- Agreed-upon procedures
- Benefit plan audits
- Financial statement audits
- Uniform Guidance compliance audits
- Public finance

Tax services

- Executive compensation and disclosures
- Form 990 compliance
- Governance and maintenance of tax exemption
- International tax
- State and local tax
- Unrelated business income
- Employment tax
- Private foundation services
- Tax risk assessment

Advisory services

- Strategy and governance
- Higher education optimization and performance improvement
- Operational improvement
- Information technology
- Data analytics
- Business risk (including enterprise risk management, internal audit, and construction audits)
- Human capital services
- Transaction support (including due diligence and merger integration)
- Restructuring and turnaround
- Forensic and valuation (including investigations, and litigation and dispute consulting)

*Total personnel includes professionals in Grant Thornton's India Service Center (SSC and KCC) which is based out of Bangalore. SSC / KCC are joint ventures with the Grant Thornton U.S. member firm, therefore these professionals are included in U.S. employee data. Service line resource numbers do not include administrative/operational personnel. Independence rules apply to certain additional or combined services. Globally refers to Grant Thornton International Ltd (GTIL) member firms. GTIL and member firms are not a worldwide partnership, as each member firm is a separate and distinct legal entity.



42.0%
of new hires
are women

33.8%
of our new
hires are
people
of color

32.0%
of managing
directors are
women

25.9%
of our
employees
are people
of color

26.3%
of partners
and principals
are women

FOCUSING OUR SERVICES TO MEET YOUR NEEDS

Our firm is organized by the nature of our services (audit, tax, and advisory services) and the industries we serve (not-for-profit, higher education, health care, financial services, technology, real estate and consumer and industrial products). As such, Grant Thornton supports higher education clients' needs through the successful application of strategy and governance, operations improvement, information technology and business risk services that effectively and efficiently apply resources to better support organizational objectives. We are often asked to help clients manage growth, build effective organizations, develop long-term strategies, improve operational processes and controls, mitigate risks, and enhance information technology systems and infrastructure.

Higher education institutions are businesses, and we work in partnership with our clients to achieve tangible business results, manage changing environments, and meet competitive challenges.

A culture of respect

Grant Thornton is committed to hiring great talent, diverse people and creating the best place to work. This requires a culture of respect. Our respect as an organization comes from how our people and teams care deeply, listen intently, and seek to understand. When we care about each other, and we care about our clients, we pay better attention and give better effort. When we listen to each other and to our clients, we create valuable connections and build enduring bonds.

We believe respect is characterized by three core behaviors:

- **Discover what is important to others and make it important to you.** Caring is a choice. It is also the key to being inclusive. We choose to care about the things that are important to our people and our clients, because it matters to them.
- **Do great things for each other.** Great things happen when we act in the best interests of each other. Whenever we can, we move toward action that will exceed expectations and benefit other people.
- **Value our differences.** Our firm is full of people with unique and diverse backgrounds, perspectives, styles, talents, and ideas. We encourage our employees to celebrate this by including several perspectives in conversations. Combining two different perspectives often generates one great idea.

COMMITMENT TO DIVERSITY

We understand that the more our partner and employee population represents our communities and our clients, the more successful we will be in our business. As such, the firm demonstrates its commitment to diversity through our recruiting practices, operational policies, and innovative approach to building a culture of inclusiveness. We know that Mason places strong emphasis on diversity and inclusion, and we echo that commitment through our efforts.

Our DE&I Report



In keeping with our culture of DE&I, Grant Thornton's DE&I team develops strategies, programs, and tools to unlock the power of difference. We recently published our second annual Diversity, Equity and Inclusion Report ([click to access](#)) in furtherance of our intensified efforts to build a more diverse, equitable

and inclusive firm for all those we serve.

Our DE&I strategy is anchored in our vision to serve as a champion for diversity and inclusion, where everyone fearlessly contributes to arrive at the best solutions — achieving equity across our firm. Grant Thornton **aspires to reach five key diversity goals** by the end of our fiscal 2025, which coincides with our 100th anniversary in 2024

Our commitment to diversity

“We know that our firm and the broader business world certainly have more work to do, but we will get there by listening first, seeking diverse perspectives and remaining transparent as we harness our resources and platform to create stronger futures for those within Grant Thornton and in our communities.”

**- Rashada Whitehead, National Managing Director
Culture, Immersion & Inclusion**

Industry experience that drives value

In-depth higher education understanding

You won't have to bring us up-to-speed. Our work in the higher education sector means that we have the industry knowledge needed to help you navigate critical issues and risks and offer solutions that exceed your expectations. Grant Thornton has a well-earned reputation for understanding the needs of higher education institutions, providing them with in-depth knowledge to improve their operations, seize opportunities, address challenges, and mitigate risks. In so doing, we help these institutions fulfill the promise of their missions, and when we assist them to become more effective at what they do, the benefits cascade through all members of their community and beyond. You will work alongside professionals experienced in serving higher education institutions, with approaches customized to your industry. We'll hit the ground running, allowing you to stay focused on your mission.

UNDERSTANDING YOUR CHALLENGES

Grant Thornton is committed to being the premier provider of services to higher education institutions. Our Higher Education Practice serves the audit, tax, and advisory needs of many entities within the industry. These institutions come to Grant Thornton to find professional advisors with an independent perspective who are knowledgeable about current issues and challenges facing the industry today — succeeding in the face of changing economic circumstances with operating budgets under pressure, capitalizing on technological advances, improving internal controls and accountability, managing risk, and enhancing operations. We understand the important role higher education entities play in today's world and are committed to serving this sector. We can bring significant value to your institution because we fully understand the types of issues you face. Some of the challenges we've helped our clients address include:

- Improving fiscal oversight and accountability
- Staying current with the changing regulatory environment
- Conducting strategic assessments of revenue enhancement and cost reduction opportunities
- Mitigating reputational risk
- Making education affordable while sustaining adequate net tuition revenue
- Stresses on tuition discounting
- Evaluating research administration and compliance
- Assessing effectiveness of organizational governance
- Understanding and controlling costs
- Managing inconsistent investment returns and challenges in philanthropic support



We strategically focus on higher education. We don't dabble.

700+



Higher education and not-for-profit dedicated practitioners.

800+



Higher education/not-for-profit clients.

36%



Of the top 25 of *U.S. News and World Report's* Best National Universities are Grant Thornton clients.

60%



Of the top 10 of *Forbes' America's Top Charities* are Grant Thornton clients.

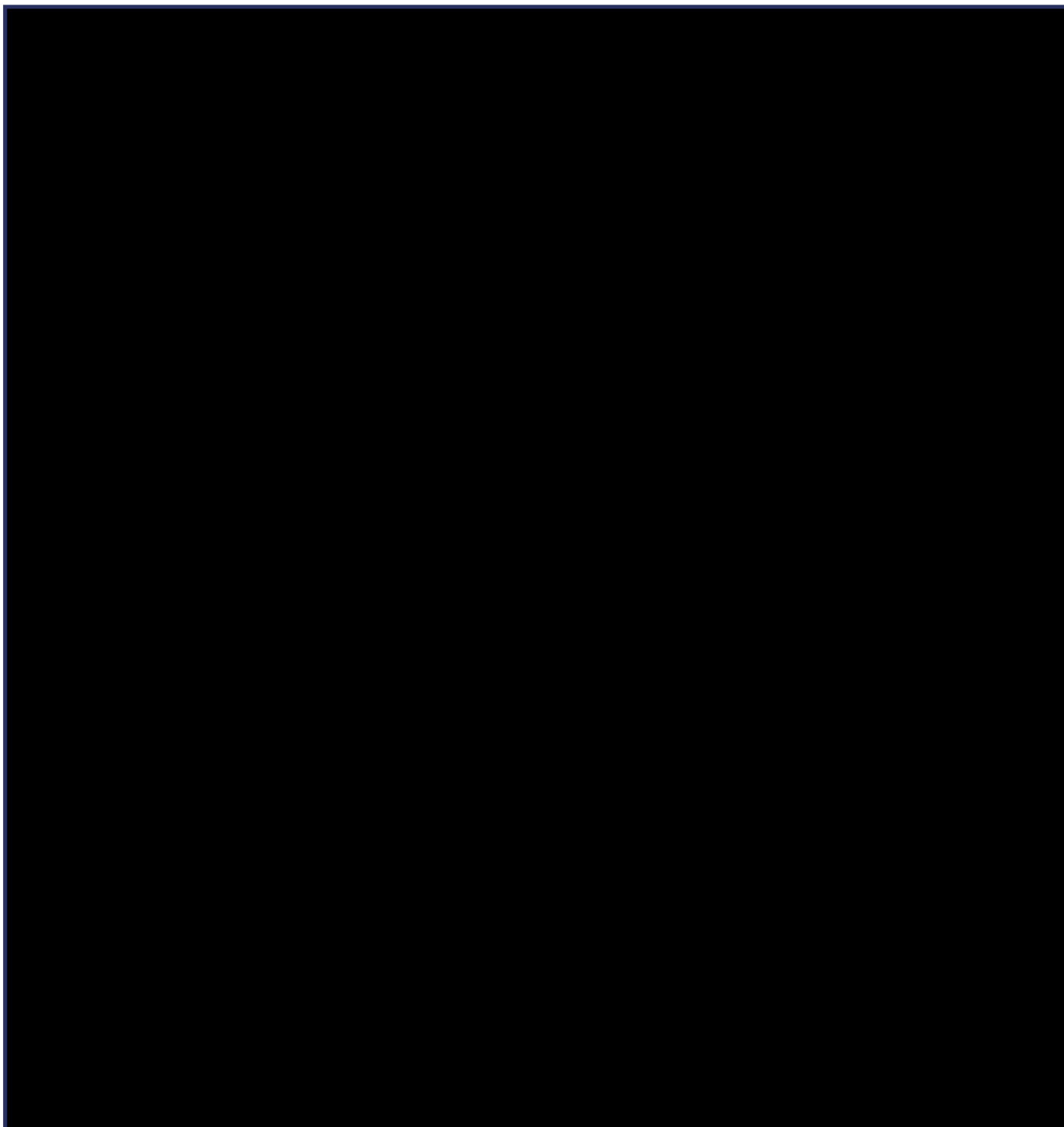
- Attracting and enrolling high-performing students and recruiting top-notch faculty and administrators — while continuing to support ongoing operations and infrastructure
- Mitigating cybersecurity and data privacy related risks, including phishing, hacking, and ransomware attacks
- Using assets strategically, pressures for capital financing and constrained debt capacity
- Dealing with challenges in construction, as well as funding facility refurbishment and maintenance
- Developing or refining approaches to business continuity, disaster recovery, and crisis management

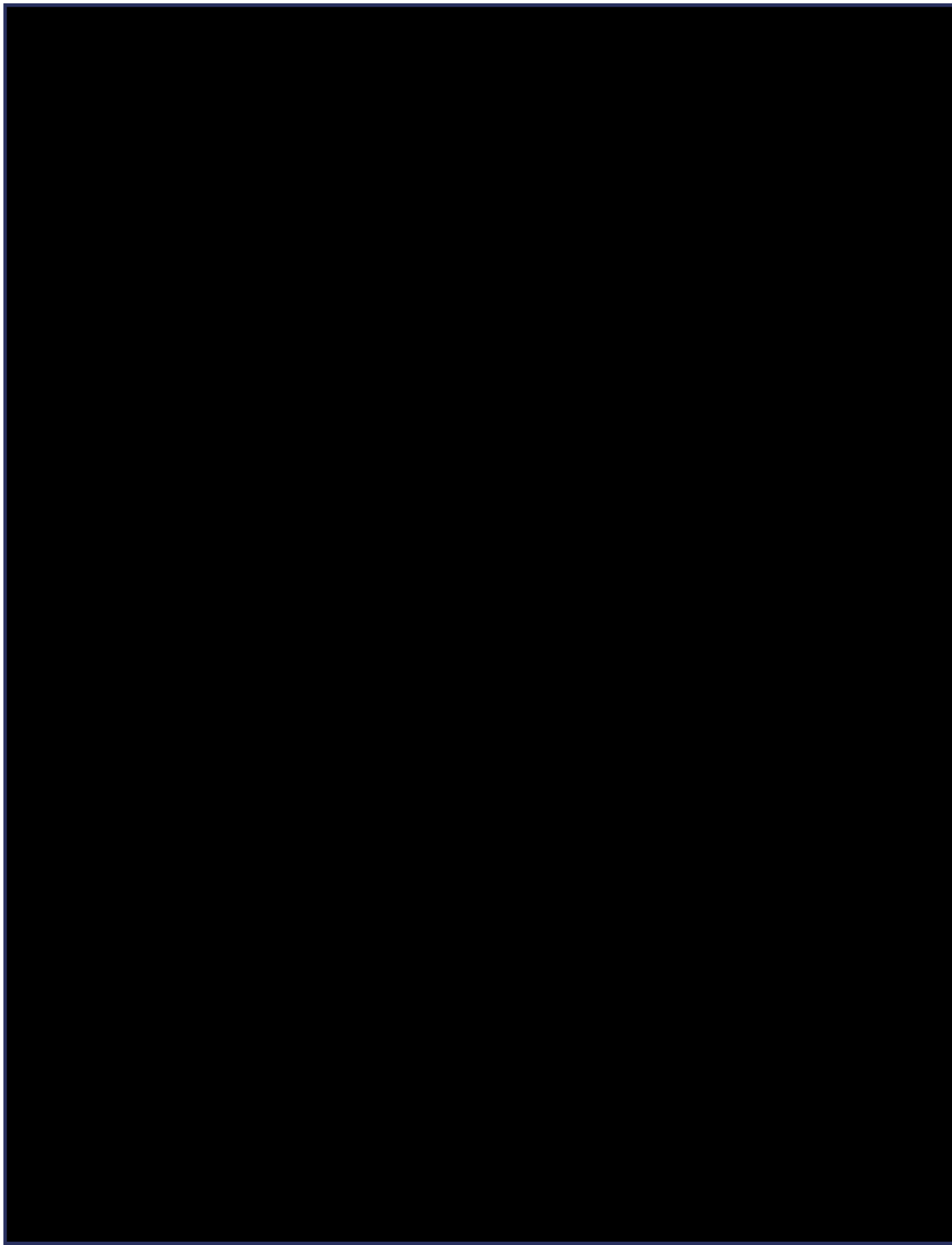
4. References and Engagements

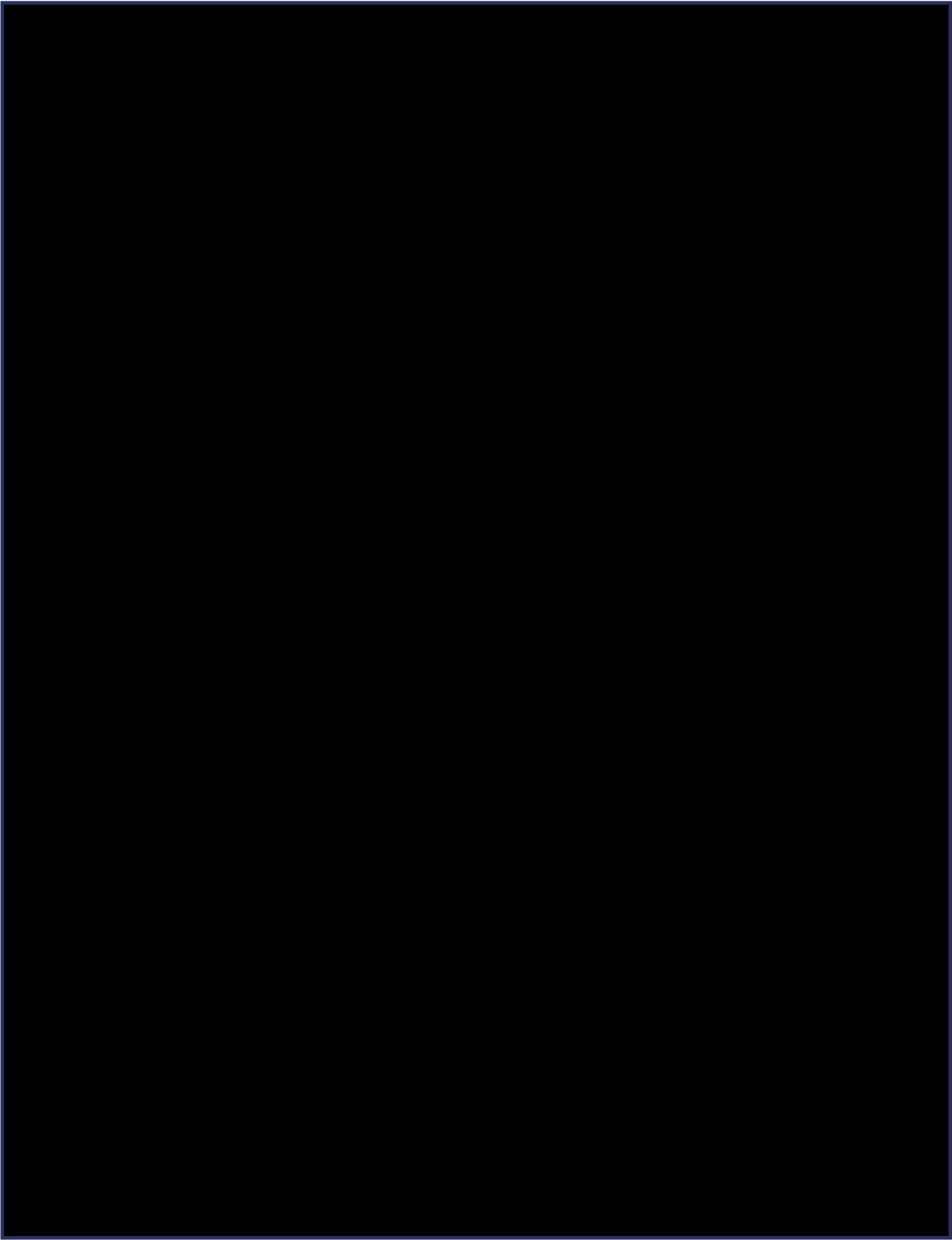
a. Provide references demonstrating significant work with US public, for-profit, public and/or international universities.

We are confident in the quality of service that we have provided to other clients in the industry. Let us be clear, it is our intention to exceed your expectations so that you continue to be a raving fan.

We encourage you to contact some of our clients and ask them about our commitment to provide the high-quality service that Mason can expect from Grant Thornton and this project team. The following clients will provide such references, and we'd be happy to provide contact information at your request.









Engagement Summary



Clients like you

Our experience working with a variety of higher education institutions will enable us to leverage a wealth of industry knowledge and best practices when working together on this assignment. The following is a list of higher education clients we serve:

<ul style="list-style-type: none">• Adelphi University• Albany Law School• American College of Greece• American University of Armenia Corp• Barnard College• Baylor University• Bentley University• Biola University• Brite Divinity School• Bryn Mawr College• Cambridge College• Carnegie Institution for Science• Catholic University of America (The)• Clark University• College of Mount Saint Vincent• Community College of Philadelphia• Connecticut State University System• Culinary Institute of America• Curry College• DePaul University• Dominican University of California• Duquesne University• Educational Testing Service• Elmhurst College• Elon University• Embry Riddle Aeronautical University• Emerson College• Emory University• Florida International University	<ul style="list-style-type: none">• Gallaudet University• George Mason University• Gettysburg College• Gordon College• Hebrew Union College• Hood College of Frederick, Maryland• Illinois State University• Ithaca College• Johnson County Community College• Lafayette College• Long Island University• Lynn University• Manhattanville College• Marist College• Molloy University• Nevada System of Higher Education• New Jersey Institute of Technology• New York Institute of Technology• Pace University• Peirce College• Perdoceo Education Corporation• PHEAA• Phila College of Osteopathic Medicine• Phillips Exeter academy• Pratt Institute• Ramapo College of New Jersey• Rensselaer Polytechnic Institute• Rosalind Franklin University of Medicine• Saint Anselm College	<ul style="list-style-type: none">• Saint Joseph's University• Sarah Lawrence College• Savannah College of Art and Design• Seton Hall University• Southern New Hampshire University• St. Francis College• St. George's University• St. Joseph's College• Stanford University• Stockton University• Texas Christian University• The City University of New York• The Cooper Union• The George Washington University• The Juilliard School• Toyota Technological Institute• Trinity University• Tufts University• University of La Verne• University of Maryland College Park• University of Nevada, Reno• University of Oklahoma• University of the Sciences in Philadelphia• Vassar College• Wagner College• Weil Cornell Medical College• West Coast University• Western University of Health Sciences• World Learning, Inc.• Yale University
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b. Provide evidence of ability to assemble a relevant team of education experts quickly; strong network.

A trusted and experienced team

A professional services firm is only as good as its people. Our professionals have dedicated their careers to serving higher education institutions. As a result, we have decades of deep industry experience that we use to help our clients develop strong organizations and the systems to support them. Because our people select the industry they wish to serve, our professionals enjoy their work, which is reflected in the high-quality service you will receive.

As former practitioners in a variety of not-for-profit and for-profit settings, our work is grounded in a solid understanding of the challenges facing this sector, as well as industry and relevant non-industry best practices. Your experienced, cross-functional, integrated client service team has experience working with higher education institutions on a variety of functional areas and challenges, including operational reviews, strategic planning, information technology, business process analysis, and organizational design. This will enable the team to provide a comprehensive solution to Mason.

Grant Thornton prides itself in its ability to work closely with all levels within our clients' organizations, including staff, middle and executive management, and boards. Working with Grant Thornton, you will have immediate access to senior, experienced professionals empowered to give advice and make decisions. This is part of the Grant Thornton Difference. Our partner-to-staff ratio is 1 to 11, so your management team will work directly with our partners and managers and receive timely and responsive service.

Representative Resumes

Please refer to the appendix for representative resumes from key leaders on Grant Thornton's higher education advisory team.

c. References from government or other non-profit clients in areas covered by the scope of work may also be submitted.

Please refer to our response to question 4.a above.

5. Approach

A customized approach

We believe that our firm is well-positioned to help Mason with the needs outlined within your RFP. Grant Thornton has deep capabilities, expertise, and professional networks to bring to bear for Mason’s most pressing challenges. Although we’ve structured the pages of this section with a detailed look at several disciplines and how we approach these topics through a client engagement, this section is not a comprehensive list; what makes Grant Thornton different is how we custom design our teams and statements of work to best meet our clients’ specific needs. As such, we recommend that you consider our qualifications not exclusively at an individual capability level, but more holistically – it’s how we feel we do our best work and deliver value for our clients. The table immediately following is a comprehensive list of the services we have and continue to provide to our clients in the higher education industry.

An overview of Grant Thornton’s services for Higher Education clients

Audit services

- Agreed-upon procedures
- Benefit plan audits
- Financial statement audits
- Uniform Guidance compliance audits
- Public finance

Tax services

- Executive compensation and disclosures
- Form 990 compliance
- Governance and maintenance of tax exemption
- International tax
- State and local tax
- Unrelated business income
- Employment tax
- Private foundation services
- Tax risk assessment

Advisory services

- Strategy and governance
- Higher education optimization and performance improvement
- Operational improvement
- Information technology
- Data analytics
- Business risk (including enterprise risk management, internal audit, and construction audits)
- Human capital services
- Transaction support (including due diligence and merger integration)
- Restructuring and turnaround
- Forensic and valuation (including investigations, and litigation and dispute consulting)

Methodologies

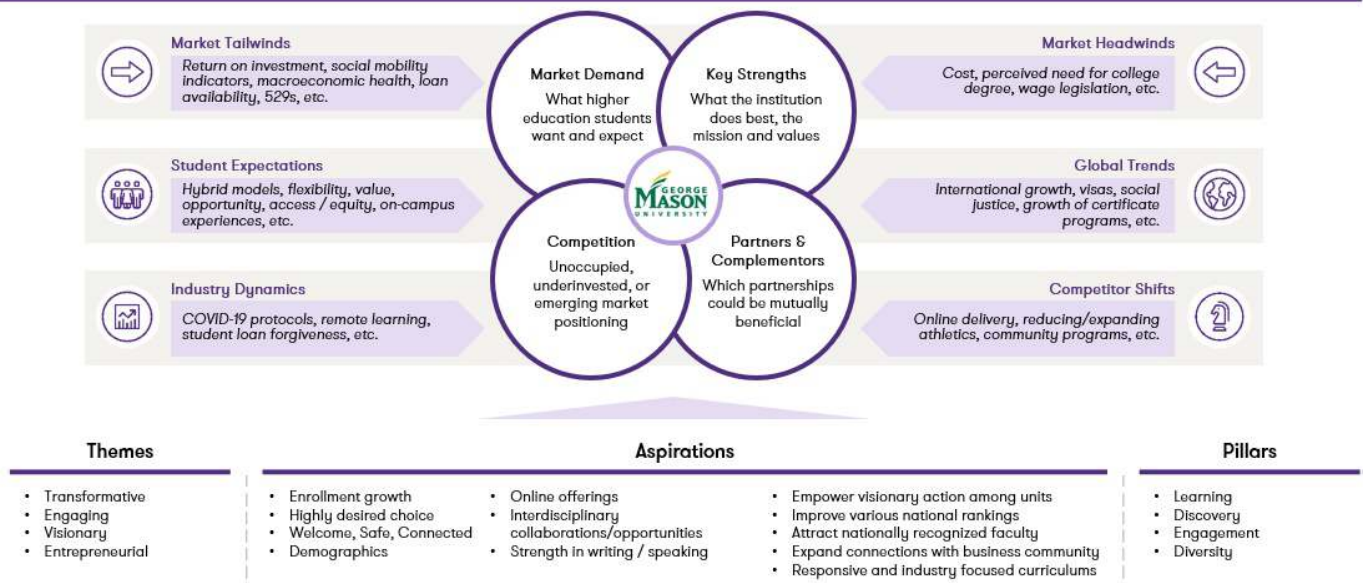
STRATEGIC PLANNING

In order to support management teams in development of strategic plans, Grant Thornton employs a customized strategic planning framework that incorporates the University’s key themes, aspirations, and pillars while accounting for the macro and market pressures (including student expectations, industry dynamics, etc.) that could influence the University’s future strategic direction.

To support management in an efficient and effective manner, Grant Thornton will advise the University as it develops a transformative strategic plan utilizing an inclusive and thoughtful process grounded in best practices and adapted to the University’s unique culture and goals. Throughout this process, Grant Thornton will assist by facilitating the University’s engagement with internal and external communities to drive this strategic planning process and will facilitate similar interactions between the University and its stakeholders. A key component of this engagement will be building upon University-led college/unit forums and campus town halls that will both facilitate the collection of strategic plan inputs/feedback while also providing University leadership with the opportunity to interact with key community stakeholders.

Our approach to supporting our higher education clients in planning and executing their priority projects is to embed the methodology in our strategic planning framework, which ensures we understand the environment that helps enable success whilst iterate with them the transformation plan that is highly pragmatic, manageable, and feasible. We think this blend of planning and execution is what our clients need when looking at your three categories of effort.

Grant Thornton's Strategic Planning Framework

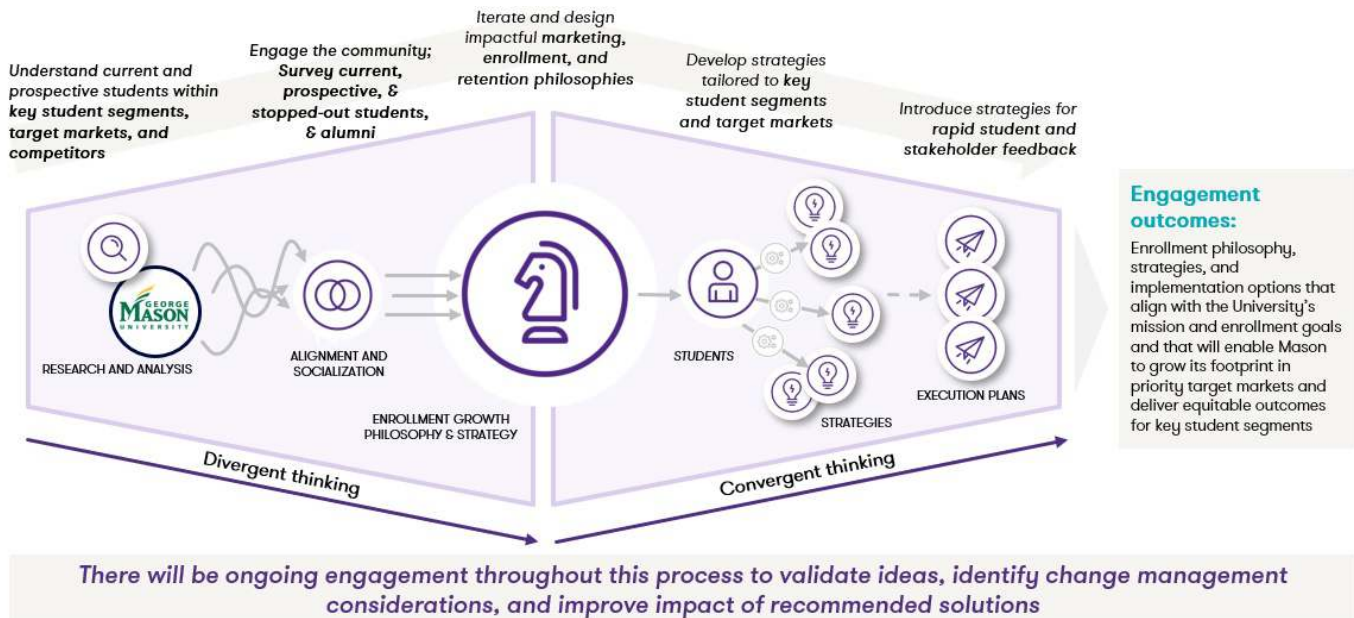


ENROLLMENT GROWTH

Grant Thornton's enrollment growth framework focuses on developing recommendations for strategic actions that assist management with attainment of goals to that positively affect total student enrollment:

- **Enhance marketing impact:** optimize our client's marketing methods and messaging to increase prospective first-year student engagement, as well as enable a more effective process for recruiting, admissions, enrollment, and matriculation.
- **Increase net-new undergraduate enrollment:** increase net-new, first-year undergraduate enrollments, focused on growing enrollments of new undergraduate students, as well as other targeted groups of students as appropriate.
- **Increase retention of current students:** increase persistence of key student segments, including minority students and students of color, to advance the University's mission, and enrollment goals.

Our approach to Enrollment Growth begins with conducting research and analysis of current students, competitors, and market to expand the aperture of potential options available to our clients for enrollment growth strategies. Upon completing the initial analysis, we will assist in aligning and socializing the potential activities with students and key project stakeholders. This socialization enables our clients to refine the strategies that are tailored to the key student segments and target markets, enabling



more effective and efficient deployment of execution plans that align with the University's mission and enrollment goals.

GRANTS PLANNING

With decades of higher education and not for profit experience, we know the ins and outs of the granting process, the intricacies of grant writing, the challenges with grant budgeting and reporting, as well as the need for clear strategic direction and success factors on the outset. Whether we are looking at grant finances, the process, or the participants, we have extensive experience in this space. Our experience extends to evaluation and understanding the successes and limitations of the grant seeking and making lifecycles. We understand the critical support systems for identifying and winning grants, including development office functions, the roles of institutional review boards, and setting and realizing optimal indirect rates. We know grants are not just about contributing to the financial growth of institutions, but also faculty promotions, student opportunities, academic leadership, and community impact. When we think about grant planning in higher education, we think of the whole ecosystem of grants, and the multiple ways to measure opportunities and achieve successes.

COST AND REVENUE ANALYTICS

We've served a number institutions, both public and private, with cost and revenue analytics in support of the strategic planning process. Grant Thornton's framework begins with detailed data gathering across operational areas (General Ledger, Facilities, Student, HR/ Payroll, etc.). Over the course of an engagement, we'll work with key University stakeholders to uncover institutional goals, develop allocation models that elaborate on cost and revenue associated with University programs, and provide recommendations and implementation plans to support the University in reaching its goals.

Outputs from Grant Thornton's cost and revenue analyses can then serve the University as critical inputs into identifying and enabling sustainable growth opportunities. Depending on our clients' needs, we may provide recommendations for viable growth and investment opportunities based on our analyses, or detail where cost optimization enhancements could create or uncover investment opportunities.

By the completion of these engagements, the University will have gained insights into the cost and revenue associated with delivering majors and programs. This information will provide the University with a more complete understanding of the primary "drivers" of cost at the institution, how the institution's programs are performing financially and how cost/revenue is cross-subsidized, and what opportunities the University has for expanding, reducing, and/or reallocating its resources in support of its goals, mission, and strategies.

FINANCIAL MODELLING

Grant Thornton has deep expertise assisting clients and institutions with financial modelling in support of institutional goals. Our approach, though tailored to specific client needs, entails developing driver-based financial models to illustrate a baseline financial position and performance across multiple fiscal periods. Our work is aimed at enabling our clients to:

- **Perform trend analysis** to evaluate the trajectory and anticipated financial capacity of the institution
- **Evaluate the University's projected financial position** and performance under a variety of "what if" scenarios
- **Visualize financial and operational results** through key charts, graphs, and report outputs
- **Provide tools and resources** so that leadership can leverage the financial model to foster greater alignment among University leadership, for future financial planning activities, and to help inform institutional decision-making

Typical project scope will include working alongside and advising leadership with the development of integrated annual financial statements (Statement of Financial Position, Statement of Activities, Statement of Cash Flows), forecasts, and projections; key inputs and assumptions for driving the financial model; key financial ratios and other model outputs; and visualizations to illustrate assumptions and facilitate evaluation of the financial model's outputs.

TRANSACTION ADVISORY

Grant Thornton's M&A specialists are focused on helping clients generate enhanced value throughout the M&A lifecycle. The team is composed of seasoned M&A professionals with industry, operations, information technology, human resources, financial, tax and project management experience in a transaction environment. Working in close collaboration with an organization's M&A team and other advisors, we perform a range of M&A advisory services, from buy-side search to merger integration services and everything in between.

The University will have the confidence to pursue, execute and integrate transactions – helping you seize growth opportunities quickly and successfully while enabling you to focus on running your institution.

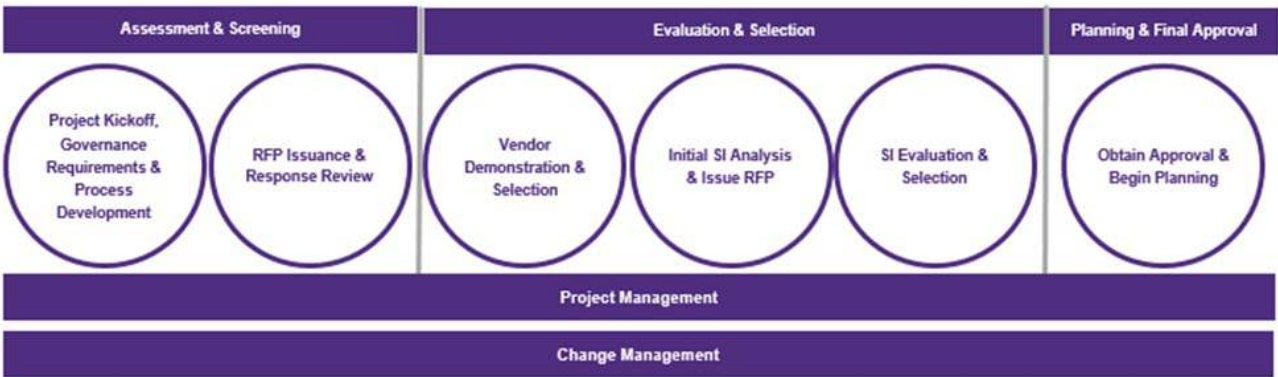


SYSTEMS SELECTION & TRANSFORMATION

Reaping the most benefit from technology can be a daunting task. Grant Thornton provides technical, functional, process and organizational change services to optimize your investment in enterprise software.

Grant Thornton can support the University with process standardization and transformation to define common business processes to govern relevant functions and drive the software selection process. Our team can execute the definition of enterprise requirements, screen vendors, develop and implement the RFP process, facilitate demos, evaluate solutions, develop business cases and assist with selecting a vendor of choice.

To support identification of a new technology solution and prepare for implementation, our engagements typically follow a three-part approach consisting of the following steps:



Additionally, Grant Thornton has access to resources with experience in installation, configuration and integration of software into an organization, effectively automating processes, providing business insights and managing an organization’s physical asset when implementing or upgrading software assets. These services increase efficiency, improve planning and performance management and ultimately improve the top and bottom line.

CHANGE MANAGEMENT

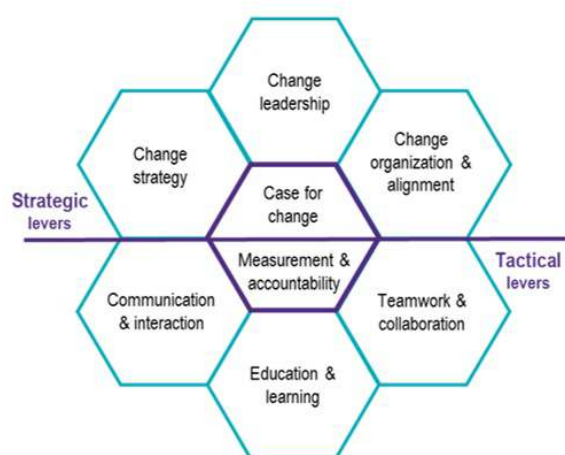
Organizational change is a constant in today’s world, whether driven by customers, markets or technology. However, despite the increasing level of investment in change programs, a large number fail to deliver. By establishing a solid change management foundation to deliver strategic planning services, Grant Thornton will ensure that Mason will be equipped to deliver organizational changes effectively.

As part of our engagements, Grant Thornton is highly experienced in Creating and executing detailed change management plans for University leaders to drive awareness, adoption, and sustainment organizational change. These plans vary from engagement to engagement but consist of strategic and tactical layers that are executed in parallel with our engagements. Typical elements of change management are outlined below:

- **Case for Change** - Capture and articulate key messages for various stakeholder groups, but also to define critical success factors and set success metrics for the initiative itself.
- **Change Strategy** - Develop a tailored change strategy including interdependencies with other initiatives impacting the stakeholder groups.

- **Change Leadership** - Outline leadership engagement tactics including periodic confirmation of leadership alignment, modelling behavior, and visible commitment.
- **Change Organization & Alignment** - Drive alignment by involving all relevant and impacted parts of the organization by setting up a Change Agent network and leveraging other culturally appropriate engagement tactics.
- **Communication & Interaction** - As plans are finalized, provide leaders communication and change management tools to use for their impacted members in order to sustain the value created.
- **Education and Learning** - Develop an approach to prepare impacted members for the new strategic plan, using methods and techniques proven to be conducive to effective learning.
- **Teamwork and Collaboration** - Promote effective collaboration between leaders and their impacted members to eliminate an "us vs. them" dynamic.
- **Measurement and Accountability** - Provide a reusable approach for University leaders to monitor defined success metrics to gauge adoption by its members and provide a framework for leaders to create an accountability system for the change going forward.

Components of effective Change Management



Strategic:
"Setting the Stage"

Case for Change – Capture and articulate key messages for various stakeholder groups (as extracted from the Business Case), but also to define critical success factors and set success metrics for the initiative itself.

Change Strategy – Develop a tailored change strategy including interdependencies with other initiatives impacting stakeholder groups.

Change Leadership – Outline leadership engagement tactics; including periodic confirmation of leadership alignment, modeling behavior, and visible commitment.

Change Organization & Alignment - Drive alignment by involving all relevant and impacted parts of organization by setting up a Change Agent network and leveraging other culturally appropriate engagement tactics.

Tactical:
"Executing the Change"

Communication and Interaction – Provide effective internal and external communication throughout the project and enhance the interactions with impacted stakeholder groups going forward, in order to sustain the value created.

Education and Learning – Develop a role-based approach to prepare the organization for new ways of working, using methods and techniques proven to be conducive to effective learning.

Teamwork and Collaboration – Promote effective collaboration between the project team and stakeholder groups to eliminate an "us vs. them" dynamic.

Measurement and Accountability – Monitor defined success metrics to gauge adoption and establish an accountability system for the change going forward.

FINANCIAL DUE DILIGENCE & QUALITY OF EARNINGS

We understand that over the course of our relationship, Mason may choose to pursue inorganic growth strategies at some point. Grant Thornton's buy-side due diligence services can support the University in the deal lifecycle. Some of the insights our team can provide are:

- Understanding the bridges from the Target's reported financials to the deal-basis financials.
- Analyzing the basis of presentation for the deal-basis financials presented to help you make informed decisions in negotiations.
- Validating adjustments provided by Management by analyzing supporting detail/schedules and challenging assumptions.
- Identifying key areas of risk or opportunity that can influence purchase agreement negotiations or post-transaction operations/synergy capture.
- "Getting the story" behind the Target's financial numbers by understanding the underlying business drivers, not just the numbers.
- Understanding whether accounting estimates (e.g., inventory valuation, accrual methodologies, revenue recognition) impact the quality of the Target's earnings.
- Supporting you in evaluating desirable structures and negotiation tactics to gain real economic value or reduce risk.
- Enhancing the likelihood of a successful transaction by minimizing surprises in the transaction process.

Financial due diligence differs significantly from a financial statement audit by providing the ability to explain reasons for changes in an institution's financial performance with a focus on presenting sustainable EBITDA and assessing the quality of earnings.

HIGHER EDUCATION TAX ADVISORY

Grant Thornton frequently works with higher education clients as part of their teams, maintaining frequent communication and working on joint projects. We review the work (research, internal memos, etc.) prepared by the in-house tax department for accuracy and completeness and recommend changes as needed to reach the best solution or position on matters such as unrelated business income, taxability of contractual obligations (employment and other), taxability of payments to students, international expansion, nonresident alien tax matters and other issues that arise throughout the course of the fiscal year.

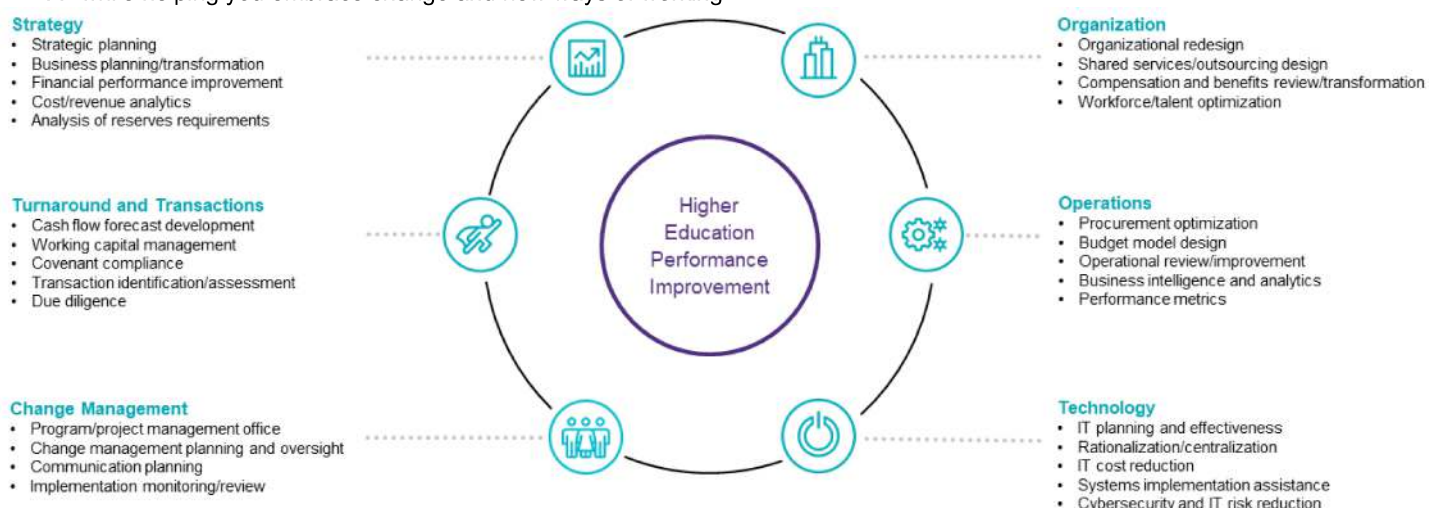
MANAGEMENT AND PLANNING EXPERTISE

Improving the way your institution works across functions is critical to enhancing performance, reducing costs, and increasing financial performance. Strategies, systems, processes, and operating models become inefficient and out of date as organizations grow and evolve, which is understandable since they were built to support the institution you were rather than the institution you are today or the one that you would like to become. Our management consultants collaborate with our clients to optimize strategy and performance across the organization to help ensure your organization is agile, ready for the future and positioned to achieve your institutional objectives.

Our management consultants bring a tailored approach to help you develop and operationalize strategies to scale and create specific tactics that will trigger the transformation you want. With deep higher education experience and extensive knowledge of organizational functions and priorities, we help you align your people, process, and technology, across functions, to optimize performance, all the way from strategy to execution.

We can help you:

- Transform the stakeholder experience through strategy and innovation to retain students and tap new markets
- Accelerate financial performance to reduce costs and increase revenue
- Win the talent war, attracting and retaining a high-performance workforce to power your institution
- Optimize your technology and operations to streamline processes, reduce costs and capture value
- All while helping you embrace change and new ways of working



OUR APPROACH TO RESILIENCY AND HELPING YOU ADDRESS HIGHER EDUCATION INDUSTRY ISSUES

Although COVID-19 has “changed everything” in higher education, there continue to be other issues the sector is facing in a dramatic way. University leaders face challenges and competition on a daily basis, and as a result, must be able to mitigate or respond to institutional risks. We have not only felt these trends, but leveraged our industry leading learning to showcase some trends that should be top of mind:

- **Digitization** – The rapid digitization of today’s society is having a huge impact on higher education. While the traditional on-site classroom will not disappear, it is being supplemented by hybrid instruction and some of it will be replaced by online education. Digitization is also transforming how administrative services are delivered.
- **Donor restrictions** – Institutions need to be very attentive to both donor restrictions and appropriate accounting classifications of existing funds and new gifts, both for compliance reasons and to avoid reputational damage.
- **Certification** – While the four-year undergraduate degree will remain a principal form of certification, other “mini” and “micro” credentials will grow in use and significance. Growing use of hybrid and online models are also likely to transform the traditional undergraduate and graduate degrees (with less expectation that a student will be present, and with a lower cost of delivery). Institutions that thrive will be those who have creatively responded to these new forms of credentialing.
- **Sustainability** – Higher education is showing more commitment to sustainability than any other industry sector. Not only is sustainability essential to our role as global citizens, but it teaches students how to live their lives more connected to their world.
- **Capital Construction** – Master campus planning activities including new construction, managing deferred maintenance, and keeping pace with technological and sustainability best practices is at the fore of institutional leadership thinking. Further, a constant review of your debt portfolio to ensure optimal design and the lowest cost of capital is paramount for long-term success and continued campus expansion.

- **IT Security** – According to Educause, higher education’s biggest concerns are converging with technology’s greatest capabilities. Educause has identified the top 10 IT issues faced by higher education institutions, which include IT security strategy, student success, privacy, student-centered institution, digital integrations, data-enabled institution, sustainable funding, data management and governance, integrative CIO, and higher education affordability.

We start with a commitment to identify and mitigate risk factors that can disrupt a higher education institution.



6. In your proposal response please address the following

a. Are you and/or your subcontractor currently involved in litigation with any party?

In the normal course of Grant Thornton LLP's business as a national accounting firm, Grant Thornton LLP may be made a party to litigation alleging various common law and statutory violations. While Grant Thornton LLP expects to resolve its matters without any material detrimental impact to the firm, like most accounting firms of any size, Grant Thornton LLP does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

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

In the normal course of Grant Thornton LLP's business as a national accounting firm, Grant Thornton LLP may be made a party to litigation alleging various common law and statutory violations. While Grant Thornton LLP expects to resolve its matters without any material detrimental impact to the firm, like most accounting firms of any size, Grant Thornton LLP does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

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

In the normal course of Grant Thornton LLP's business as a national accounting firm, Grant Thornton LLP may be made a party to litigation alleging various common law and statutory violations. While Grant Thornton LLP expects to resolve its matters without any material detrimental impact to the firm, like most accounting firms of any size, Grant Thornton LLP does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

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

No.

Cost of Services

Mason will receive outstanding service at a reasonable fee. We think you'll appreciate a firm that truly understands what's important to your operations and that can make a significant contribution to the future success of your institution. We're prepared to offer a level of value and experience that other firms simply cannot provide. We are confident that our fees – based on our discounted rates specifically for higher education – are realistic and competitive given anticipated service levels, and complexities of your institution. Our teams will be comprised of experienced consultants and will also include a high level of direct support / direction from our partners and practice leadership.

We will perform our activities on a time and materials basis in accordance with the below hourly rates. Estimated investment, as well as more precise hourly rates, will be provided at the task order level as rates are dependent on skillset and experience levels that are relevant to an exact scope of work.

<i>Role</i>	<i>Level</i>	<i>Range</i>
Engagement Lead	Partner/Managing Director	\$380 - \$665
Project Manager	Senior Manager/Director/Exp. Manager/Manager	\$245 - \$570
Staff Consultant	Exp. Manager/Manager/Senior Associate/Associate	\$150 - \$460
Subject Matter Experts	Partner/Managing Director/Senior Manager/Director	\$325 - \$665

Additionally, Grant Thornton's payment preference is for Option #3 (net 30) as laid out in Section XVI.

Appendix



Representative Resumes

Please see below for information about your proposed project team, an overview of their experience.



Matt Unterman
Principal & Practice Leader
Higher Education Services

Experience

Matt is the Leader of Grant Thornton's Higher Education and Not-for-Profit Advisory Services Practice. He has experience leading a variety of business and information technology initiatives in the higher education and not-for-profit industry. Matt's engagement experience includes strategic planning, business plan development, business process analysis and reengineering, operational reviews and improvement, financial modeling, financial performance improvement, program oversight and costing, benchmarking and best practices reviews, reserves analysis, enterprise risk management, internal audit, reorganization and outsourcing assistance, board governance assessment, IT planning and strategy, IT effectiveness reviews, requirements development, project management office (PMO) services, data center reviews, post-implementation assessments, IT controls reviews, business continuity/disaster recovery, system and vendor selection, records retention policy creation, and training curriculum and materials design.

Matt has presented on a variety of topics to higher education and not-for-profit industry leaders, including strategic planning, performance metrics, data analytics, strategic business analysis, operational reviews, board governance, financial reserves, cost/revenue analysis and allocation, business process reengineering, technology effectiveness, IT risk, IT cost reduction, and Enterprise Risk Management. Matt has served as the Lead Mentor in NYU's Stern Consulting Corps program, providing guidance and mentoring to MBA students that deliver strategic consulting to non-profit organizations.

Education and professional accomplishments

- Master of Business Administration in Strategy and Finance, Stern School of Business, New York University
- Bachelor of Arts in Sociology, Haverford College



Rick Strasser
Director

Experience

Rick has extensive experience advising and presenting to university executives, C-suite executives, senior government executives, and military general officers and leading the capture & delivery of engagements ranging from strategic, targeted projects to large, complex programs with global teams of 200+ FTE. His more than 18 years of advisory experience with mission-driven organizations includes strategic plan development and execution, business process analysis and reengineering, multi-year financial projections and modeling, reserves planning, shared services strategy and design, enterprise risk management, IT planning and strategy, and change management / training strategy, design, and execution.

A selection of Rick's clients includes the University of Nevada, Reno, St. Joseph's College of New York, Michigan Education Association, Kaiser Permanente Bernard J. Tyson School of Medicine, Auburn University, East Carolina University, University of Oklahoma, University of California Office of the President, University of South Carolina, Regents University, National Marrow Donor Program / Be The Match®, Environmental Defense Fund, E4E Relief, and the YMCA of the USA.

Rick has served clients in several industries, including higher education, not-for-profit, federal government, and healthcare organizations.

Education & professional accomplishments

- Master of Public Administration (MPA), Exec, Maxwell School of Citizenship & Public Affairs, Syracuse University (NY)
- Master of Business Administration, Whitman School of Management, Syracuse University (NY)
- Bachelor of Arts in History, Wabash College (IN)



Katie Cohen
Manager

Experience

Katie is a skilled team-member who has a strong research background and analytics abilities as well as experience in higher education business development and process optimization. She has experience effectively collaborating with senior leaders, coaching teams to deliver informed analysis, and identifying strategic opportunities. Katie is passionate about fostering team success and creative problem-solving. From her previous projects, she has shown strength in creating structure out of ambiguity.

Katie has experience in journey mapping; landscape analysis; predictive modeling and statistical analysis; donor segmentation; stakeholder interviews; survey design and analysis; wealth and pipeline analysis for non-for-profit. She also has experience in market trend analysis; quantitative and qualitative consumer research; analysis of brand portfolio and market position for food and beverage sector.

Education & professional accomplishments

- Master of Business Administration. Georgetown University
- Bachelor of Arts. in Sociology, The Catholic University of America



Tony Simas
Director

Experience

Over 19+ years, Tony has held roles, with progressively increasing responsibility, in operations consulting, managing segments, and management consulting. He is known to unlock a clear picture of opportunities by thinking differently, anticipating risks, and quickly establishing credibility with clients.

Tony has diverse expertise from both the consulting and client side. He has lead development and implementation of go to market strategies for emerging and existing technologies and services as well as assessing the viability of current strategies, including M&A diligence in higher education.

Methodologies leveraged include business canvas, pricing strategy, change management and organization performance improvement frameworks, SME interviews, channel strategy, Business Continuity Management, Value Chain Steering, development and adoption of digital sales and marketing tools, e-commerce, e-auctioning, executive performance management, PMO services, and public speaking.

Education & professional accomplishments

- Master of Business Administration in Finance and Marketing, Fordham University
- Bachelor of Science in Chemistry, Boston College, Chestnut Hill



Seth Snyder
Director

Experience

Seth has over 18 years of experience in providing professional client services. He primarily assists clients with operational process improvements, internal audit & controls, risk mitigation, and contract compliance.

Seth has a background of helping clients in the higher education space, to understand and solve complex business problems, and to drive process and operational improvements. Seth recently helped to lead a budget transformation project for a public mid-Atlantic R1 research university. Additionally, Seth successfully assisted a major mid-western private research university with the pre-implementation phase of financial systems transformation project to design future state operational processes/controls and systems integrations/touchpoints needed to select and implement a new ERP system.

Education & professional accomplishments

- Bachelor of Science in Financial Accounting, Illinois State University



Manya Aggarwal
Experienced Manager

Experience

Manya has over 10 years of experience serving higher education, not for profit, and healthcare clients in the U.S., Canada, and Europe. She has consulted on a variety of engagements including marketing sizing, commercial due diligence, go-to-market strategies, process improvement, post-merger integration, organizational design, strategic planning, HR planning and compensation design initiatives. A seasoned consultant, Manya's experience also includes developing and executing approaches to help companies navigate evolving market trends, processes, technology, or roles while optimizing adoption by internal and external stakeholders.

Education & professional accomplishments

- Master of Business Administration, INSEAD
- Master's in Financial Economics, University of Toronto
- Bachelor's in Commerce, University of Toronto



Jigna Shah
Senior Manager

Experience

Jigna has 16 years of experience in M&A and process and enterprise transformation services for public and private organizations, including: carve-outs/divestitures (including TSA development and standalone cost analysis); transaction integration readiness, planning and execution (from LOI to Day 1/deal close to Day 100 post-close, and delayed integration execution); PMO establishment and governance; future-state enterprise and process design; and internal audit.

Prior to joining Grant Thornton, Jigna was a management consultant with Protiviti, focusing on internal audits and finance/accounting process improvement initiatives for commercial clients. Jigna is a CPA and a PMP.

Education & professional accomplishments

- Bachelors in Business Administration, Accounting, University of Georgia
- Bachelor in Spanish Language and Literature, University of Georgia



Matt Lerner
Principal

Experience

Matthew is a Director in Grant Thornton's Higher Education and Not-for-Profit Advisory Services practice. His experience includes collaboration with clients in a variety of functional areas, including operational and business process improvement, internal audit, internal control assessments, compliance reviews, enterprise risk management, organizational and staffing assessments, software evaluation and selection, project management, strategy, and financial modelling. Matthew is a Certified Internal Auditor with extensive experience performing internal audits, risk assessments, corporate and transaction due diligence reviews, and regulatory reporting.

Matthew's more than fifteen years of experience spans a variety of business sectors including not-for-profit, higher education, healthcare, financial services, and governmental entities. Some of his recent clients include Practising Law Institute, Georgetown University, Rutgers University, Rensselaer Polytechnic Institute, University System of New Hampshire, University of New England, Bentley University, Smith College, Pace University, Long Island University, New Jersey Institute of Technology, Ramapo College, Pratt Institute, Merrimack College, Adelphi University, Peirce College, Middlesex Community College, and Hebrew Union College.

Education & professional accomplishments

- Master of Business Administration, NYU Stern School of Business
- Bachelor of Science in Management, Rutgers University



Richard Sittema
Principal

Experience

Since joining Grant Thornton in 2004, Rich has specialized in leading client service teams delivering business and risk/compliance consulting engagements for large and mid-size organizations. His areas of expertise include planning and leading complex internal audit outsourcing and co-sourcing relationships, IT due diligence in support of buy and sell side transactions, and IT integration projects. His specific technology expertise includes IT strategy and planning, leading integration teams, and project management.

Education & professional accomplishments

- Bachelor of Science in Business Administration, Calvin College



Bryan Screws
Senior Manager

Experience

In his 10 years of experience, Bryan has assisted clients with: creating, designing, and reviewing documentation for risk assessments; process narratives; risk and control matrices; and test scripts required for compliance audits, internal audits and Program Compliance audits. Performed top-down controls rationalization to optimize the balance between entity level and business process controls. Identified control gaps and formulated of remediation procedures. Designed test plans, scripts, and testing methodologies in the areas of AR, AP, PP&E, Revenue, Meaningful Use and Other Incentive programs, HIPAA and Medicaid compliance assessments.

Education & professional accomplishments

- Masters of Business Administration, Rutgers Business School
- Bachelors of Business Administration, LaSalle University



Lauren Siamis
Senior Manager

Experience

Lauren's experience includes target operating model design, process optimization (identification and implementation) across finance and accounting functions, M&A readiness assessments of organizations with a focus on financial reporting, technical accounting advisory services including implementation of fresh start accounting, preparation of discontinued operations reporting, and evaluation of carve-out methodologies, and integration and separation support.

Lauren has extensive experience developing financial models and performing financial analyses. Examples include development of a three-statement financial model with dynamic dashboard to track key performance indicators and performing benchmarking analyses for right-sizing of post-transaction operating costs of a publicly traded company.

Lauren has served clients in many industries including higher education, not-for-profit organizations, manufacturing, consumer products, and healthcare.

Education & professional accomplishments

- Bachelor of Science in Finance and Accounting, Indiana University
- Certified Public Accountant (Illinois)



Dennis Morrone

Partner-in-Charge, National
Not-for-Profit and Higher
Education Practice

Experience

Dennis has served a variety of not-for-profit and higher education clients, including Seton Hall University; Ithaca College; The Cooper Union for the Advancement of Science and Art; Tabor Academy; Skidmore College; Stevens Institute of Technology; Gallaudet University; Saint Peter's College; The Cooper Union for the Advancement of Science and Art; Catholic University of America; Georgian Court University; Wagner College; The College of New Jersey; the College of Mount Saint Vincent; and, Dominican College of Blauvelt, amongst many others.

Education & professional accomplishments

- Bachelor of Science in Accounting, Villanova University
- Certified Public Accountant (New York, New Jersey and Washington, DC)



Dan Romano

Partner-in-Charge, Not-for-
Profit and Higher Education
Tax Practice

Experience

Dan is the Partner-in-Charge of Grant Thornton's National Not-for-Profit Tax Practice. He spends 100% of his time providing tax consulting and compliance services to tax-exempt organizations in the not-for-profit industry on such matters as unrelated business income, joint venture structuring, employment taxes, private benefit issues and other compliance matters. Dan has provided clients with assistance such as tax minimization, contract, operational, governance and procedural reviews as it relates to tax matters. Dan has also assisted in the establishment of tax policies and procedures as well as the structuring of contracts, including royalty agreements. He also specializes in the area of non-resident alien taxation.

Dan has worked with numerous charities, universities, foundations and other not-for-profit organizations, including The Rockefeller University, Adelphi University, New York University, Hofstra University, and many others.

Education & professional accomplishments

- Bachelor of Business Administration, Accounting, Baruch College
- Certified Public Accountant



Mary Torretta

Dan Romano
Principal

Experience

Based out of Metro DC, Mary is a Tax Principal in Grant Thornton's Mid-Atlantic Not-For-Profit and Healthcare Practice and is solely dedicated to tax-exempt clients. She has thirteen years of public accounting experience.

As a tax attorney, Mary is responsible for research in the legal and business consequences of tax planning strategies, tax controversy, applications for exemption, and private letter ruling requests for not-for-profit organizations. Mary has specialized, technical experience with regards to IRS Form 990 and the compliance needs of not-for-profit and healthcare organizations.

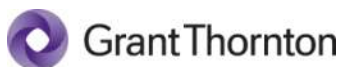
Mary provides consulting services in the areas of multi-entity structures, healthcare entity reporting needs, board governance and management, tax return positions, unrelated business taxable income, intermediate sanctions, and formation of tax-exempt organizations.

Education & professional accomplishments

- Juris Doctor, George Mason University School of Law
- Bachelor of Science, Accounting and Criminal Justice, Charleston Southern University

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