



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

STANDARD CONTRACT
GMU-SS0808-25-02

This Contract entered on this 1st day of August, 2026 (Effective Date) by Cherry Bekaert Advisory LLC hereinafter called "Contractor" (located at 1850 Towers Crescent Plaza, Ste 200, Tysons, VA 22182) and George Mason University hereinafter called "Mason," "George Mason," or "University".

- I. WITNESSETH** that the Contractor and George Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide Internal Audit Co-Sourcing Services for George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

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

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

Cherry Bekaert Advisory LLC has mutual rights for a 30-day termination on an SOW.

- III. PERIOD OF CONTRACT:** Three (3) years from the Effective Date with four (4) successive one-year renewal options as agreed to by both Contractor and George Mason.
- IV. PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges. Travel from outside a 50-mile radius of George Mason's Fairfax Campus, shall only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. Additional hourly rates for travel will not be considered.

Pricing is held from through the initial Contract period and first renewal.

Experience Level	IT Specialty Rate Per Hour	Non-IT Specialty Rate Per Hour
1-3 years	\$155	\$125
3-5 years	\$175	\$150
> 5 years	\$204	\$180
Manager	\$280	\$209
In Depth Subject Matter Expert	\$318	\$247

Additional Discounts:

- 2% discount if fees exceed beyond \$300,000 in a contract year.
- 3% discount if fees exceed beyond \$500,000 in a contract year.

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

VI. METHOD OF PAYMENT: Option #1- Payment to be mailed in 10 days-Mason will make payment to the Contractor under 2%/10 Net 30 payment terms. Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a George Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received.

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

- A. This signed form;
- B. Data Security Addendum (attached);
- C. Negotiation Response(s) Final dated 4/28/2026 and includes all letters sent (attached);
- D. RFP No. GMU-SS0808-25, in its entirety (attached);
- E. Contractor's proposal dated 01/30/2026 (attached);
- F. Contractor's Statement of Work.

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

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

Participation in this Contract is strictly voluntary. If authorized by the Contractor, 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. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall

include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry. In addition, when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a motor vehicle check. Contractor can comply with and coordinate any separate but necessary checks if needed. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.

- I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation nor shall it relieve George Mason from payment obligations for any services rendered in performance of such outstanding orders issued prior to the effective date of the cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of this Contract.
 2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to: Chief Procurement Officer
George Mason University
Purch1@gmu.edu
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, George Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify George Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from George Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the George Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and

indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to George Mason of any Munitions Item, it will reimburse George Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain George Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the George Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** A 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 such Party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the grossly negligent or willful acts or omissions of the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor. The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of five million dollars (\$5,000,000.00)
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of George Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason. George Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason.

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

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

1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

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

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

- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
- GG. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed seven (7) years in length.
1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise

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

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

- 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 George Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and George Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
 - 1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of George Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by George Mason.
 - 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 - 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of George Mason, and Contractor has a limited,

nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.

4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify George Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by George Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for George Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

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

1. Within 48 hours of becoming aware of circumstances that have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.
3. George Mason reserves the right in its sole discretion to perform audits of Contractor, at George Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make

available to George Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

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

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

Nothing herein shall be deemed to affect in any way Contractor's right to retain one copy of University Data in its files to comply with professional standards or for archival purposes, provided, however that such copy shall be protected in accordance with the terms of this Agreement.

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

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.

Cherry Bekaert Advisory LLC

Signed by:


0B0F7ECAB3074E3...
Signature

Name: W. Matisse Long

Title: Partner

Date: 8/27/2026

George Mason University

DocuSigned by:


E1DA89EA373640A...
Signature

Name: Cliff Shore

Title: Chief Procurement Officer

Date: 8/27/2026

DATA SECURITY ADDENDUM

for inclusion in GMU-SS0808-25-02 with George Mason University (the “University”)

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

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited

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

3. Employee Background Checks and Qualifications

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

4. Insurance

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

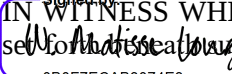
5. Security Breach

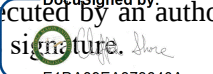
- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by the negligence or breach of contract of Contractor, 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. The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of two million dollars (\$2,000,000.00).

6. Audits

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

responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

Signed by:

0B0F7ECAB3074E3...

Signed by:

E1DA89EA373640A...

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

W. Matisse Long
Cherry Bekaert Advisory LLC
Partner

8/27/2026

Signature

Name: _____

Title: _____

Date: _____

Cliff Shore
George Mason University
Chief Procurement Officer

8/27/2026

Signature

Name: _____

Title: _____

Date: _____



April 28, 2026

Denise Lippuner
 Partner - denise.lippuner@cbh.com
 Cherry Bekaert Advisory LLC
 1850 Towers Crescent Plaza, Ste 200
 Tysons, VA 22182

SUBJECT: GMU-SS0808-25 Internal Audit Co-Sourcing Services

Dear Ms. Lippuner;

We have reached the point in the evaluation process where we are ready to start negotiations/clarifications as provided for in Section XIII, B of the subject RFP. Therefore, we would appreciate your response to the following no later than April 24, 2026, 12:00pm:

1. Any and all additional costs, fees, or billable elements that might apply to task orders under this Contract beyond the hourly rates must be included in the hourly rate. This includes traveling within a 50-mile radius of George Mason's Fairfax campus, materials (including software), minimum engagement hours, or any administrative, overhead, or other non-labor charges that might be necessary. Please confirm that the hourly rates represent the full cost structure for all work within the scope of this Contract.

Cherry Bekaert Advisory LLC Response: We confirm that the hourly rates represent the full cost structure for all work within the scope of this Contract.

George Mason Response: Confirmed.

2. Please confirm that traveling from outside a 50-mile radius of the Fairfax Campus, travel can only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. Additional hourly rates for travel will not be considered.

Cherry Bekaert Advisory LLC Response: We concur that traveling from outside a 50-mile radius of the Fairfax Campus, travel can only be invoiced on a reimbursement basis in accordance with George Mason's policies and GSA per diem rates and that additional hourly rates for travel will not be considered.

George Mason Response: Confirmed.

3. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. Can you provide further discounted hourly rates for services?

Cherry Bekaert Advisory LLC Response: While our proposed rates already reflect significant discounts from our standard rates, Cherry Bekaert remains committed to partnering with George Mason University and has further reduced rates for all labor categories, excluding those with 1–3 years of experience. These additional discounts range from 3% to 5%. Please see below for our revised proposed rates.

Experience Level	IT Specialty Rate Per Hour	Non-IT Specialty Rate Per Hour
1-3 years	\$155	\$125

3-5 years	\$175	\$150
> 5 years	\$204	\$180
Manager	\$280	\$209
In Depth Subject Matter Expert	\$318	\$247

George Mason Response: Confirmed.

Please advise if your firm would be willing to offer a discounted rate structure for volume services or length of engagement/project? As an example, if George Mason University contracts with your firm for a specific engagement/period of performance that exceeds a certain number of hours and/or a total volume of spend with your firm would you be willing to offer further discounts on your rates? Examples are provided below:
Ex 1: If Mason exceeds fees beyond \$100,000 in a contract year we receive a 1% discount, \$200,000 in a contract year 2% discount, etc.

Ex. 2: For a particular engagement/task order, if the engagement exceeds 30 days the rates are discounted by 1%, if the engagement exceeds 60 days the rates are discounted by 2%, etc.

Cherry Bekaert Advisory LLC Response: We can offer a 2% discount if fees exceed beyond \$300,000 in a contract year and a 3% discount if fees exceed beyond \$500,000 in a contract year.

George Mason Response: Confirmed.

4. Please advise if your firm offers any additional financial or value-added incentives for George Mason University that can be provided by your organization (such as free trainings, no charge consultations, or other services)?

Cherry Bekaert Advisory LLC Response: Cherry Bekaert offers an annual Government and Public Sector Virtual Conference, typically held each August, which addresses timely accounting, auditing, compliance, and governance topics relevant to public sector and higher education organizations. The conference provides participants the opportunity to earn up to 10 Continuing Professional Education (CPE) credits, subject to session attendance and applicable accreditation requirements.

As long as Cherry Bekaert continues to offer this annual conference, registration will be made available at no cost to George Mason University employees, as a value-added benefit of our relationship.

George Mason Response: Confirmed.

5. Confirm you will not add additional terms and conditions to any scope/statement of work (SOW), quote, or proposal issued to Mason. Mason should not be required to sign a separate SOW, quote, or proposal and each shall be limited to an outline or description of the work to be performed under each specific engagement. Mason's issuance of a Purchase Order is considered confirmation of the engagement.

Cherry Bekaert Advisory LLC Response: We concur. We confirm that Cherry Bekaert will not add additional terms and conditions to any scope, statement of work (SOW), quote, or proposal issued to George Mason University. Any SOW, quote, or proposal provided will be limited to a description or outline of the specific services to be performed under each engagement.

Cherry Bekaert acknowledges and agrees that George Mason University will not be required to execute a separate SOW, quote, or proposal, and that issuance of a Purchase Order by Mason constitutes confirmation and authorization of the engagement, subject to the terms and conditions of the underlying contract established through this procurement.

George Mason Response: Confirmed.

6. Are you willing to hold prices firm for the life of this contract; if not for the life of the contract, for the initial term and the first renewal?

Cherry Bekaert Advisory LLC Response: We agree to hold prices firm for the initial term of the contract and the first renewal.

George Mason Response: Confirmed.

7. Do you agree to offer the same rates to other VASCUPP institutions?

Cherry Bekaert Advisory LLC Response: Yes. We agree to offer the same rates to other VASCUPP institutions.

George Mason Response: Confirmed.

8. If awarded a contract, do you acknowledge, agree and understand George Mason University cannot guarantee a minimum amount of business?

Cherry Bekaert Advisory LLC. Response: Yes. We acknowledge, agree and understand George Mason University cannot guarantee a minimum amount of business.

George Mason Response: Confirmed.

9. Confirm your understanding of the following regarding payment and invoicing.
- o Work shall not begin until a Mason PO has been issued. A separate PO will be issued per engagement.
 - o Mason will not prepay for services. All invoices must be submitted after services are rendered.
 - o All invoices must come from and be payable to Cherry Bekaert Advisory LLC. Mason will not accept invoices from subcontractors.
 - o Invoices must detail the work performed per labor category with the agreed upon rates.

Cherry Bekaert Advisory LLC Response: We confirm our understanding of and concurrence with Mason's payment and invoicing requirements.

George Mason Response: Confirmed.

10. Offeror acknowledges and agrees to safeguard all University information (including confidential, restricted, and regulated data) whether shared orally, in writing, or electronically, and to comply with all confidentiality, privacy, and information security requirements stated herein and in the resulting contract.

Cherry Bekaert Advisory LLC Response: We concur and acknowledge our obligation to safeguard all George Mason University information, including confidential, restricted, and regulated data, and to comply with all applicable University data protection and security requirements.

George Mason Response: Confirmed.

11. Contract Exceptions:

Upon reviewing Cherry Bekaert Advisory LLC's exceptions to the terms and conditions, George Mason University has made a list of accepted exceptions and proposed changes. Please review the proposed changes and whether you agree to the proposed change.

Accepted:

- II. Scope Of Contract
- III. Period Of Contract
- H. Background Checks
- V. Force Majeure
- QQ. University Data Security
- RR. University Data Upon Termination Or Expiration

Proposed Changes:

- I. Cancellation of Contract: (CBA's original request is in green, GMU's proposed change is in red) 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 **nor shall it relieve George Mason from payment obligations for any services rendered in performance of such outstanding orders issued prior to the effective date of the cancellation.**

Cherry Bekaert Advisory LLC Response: We concur with the proposed change.

George Mason Response: Confirmed.

- R. Default: Rejecting strikethrough language. Please let us know the concern with this language.

Cherry Bekaert Advisory LLC Response: We concur with rejecting the strikethrough language.

George Mason Response: Confirmed.

- Y. Indemnification: (CBA's original request is in green, GMU's proposed change is in red) Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the ~~use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished~~ **negligent or willful acts or omissions** ~~gross negligence~~ of the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor. **The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of five million dollars (\$5,000,000.00).**

Cherry Bekaert Advisory LLC Response: We can agree to: "caused by the **grossly** negligent or willful acts or omissions of the Contractor"

- GMU Response: Accepted, section will be changed to:

"Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the grossly negligent or willful acts or omissions of the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the

materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor. The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of five million dollars (\$5,000,000.00).”

- Data Security Addendum – 5. Security Breach- a. Liability: (CBA’s original request is in green, GMU’s proposed change is in red)
In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data **caused by the negligence or breach of contract of Contractor**, 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. **The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of ~~one~~ two million dollars (\$21,000,000.00).**

Cherry Bekaert Advisory LLC Response: We concur with this proposed change.

George Mason Response: Confirmed.

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

Regards,

Sara Siddall

Sara Siddall, CUPO
Strategic Sourcing Manager | Purchasing
ssiddall@gmu.edu



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

July 24, 2026

Denise Lippuner
Partner - denise.lippuner@cbh.com
Cherry Bekaert Advisory LLC
1850 Towers Crescent Plaza, Ste 200
Tysons, VA 22182

SUBJECT: GMU-SS0808-25 Internal Audit Co-Sourcing Services

Dear Ms. Lippuner;

George Mason University is seeking to clarify the following statement that was requested to be added to section II Scope of Contract:

“Cherry Bekaert Advisory LLC has mutual rights to terminate the contract during the initial 3-year period.”

Is Cherry Bekaert Advisory LLC requesting for a 30-day termination on an SOW or the termination of the entire contract?

Answer: Cherry Bekaert is requesting for a 30-day termination on an SOW. Please let us know if you have any additional questions.

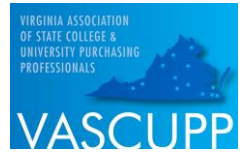
Please return your response no later than 12 noon July 27, 2026.

Thank you,

Sara Siddall
Strategic Sourcing Manager



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



REQUEST FOR PROPOSALS
GMU-SS0808-25

ISSUE DATE: December 15, 2025

TITLE: Internal Audit Co-Sourcing Services

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [George Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on January 12, 2026. **All questions must be submitted through George Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on January 16, 2026.

PROPOSAL DUE DATE AND TIME: January 30, 2026 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

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

Name and Address of Firm:

<u>Legal Name:</u> _____	Date: _____
<u>DBA:</u> _____	
<u>Address:</u> _____	
_____	By: _____
	Signature
FEI/FIN No. _____	Name: _____
Fax No. _____	Title: _____
Email: _____	Telephone No. _____

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

SWaM Certification Number: _____

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

- | | |
|--|--|
| ☐ Option 1: Full Acceptance: <ol style="list-style-type: none"> We have reviewed George Mason's Standard Contract and all related documents. We have no proposed changes. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason. | ☐ Option 2: Proposed Exceptions and/or Additional Documents Submitted: <ol style="list-style-type: none"> We have reviewed George Mason's Standard Contract and all related documents. We have included a list of proposed exceptions and/or redlined contract documents with our proposal. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason. |
|--|--|

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

OFFEROR PROPOSAL SUBMISSION CHECKLIST

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

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

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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 Internal Audit Co-Sourcing Services for the Office of Audit and Compliance of George Mason University. George Mason University (herein after referred to as “George Mason,” or “University”) is a public institution of higher education 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 George Mason. ***Communications shall take place in Bonfire unless otherwise instructed by the Procurement Officers.***

IV. FINAL CONTRACT:

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

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

- a. An express or implied waiver of sovereign immunity.
- b. An agreement to indemnify, defend or hold harmless any entity.
- c. An agreement to maintain insurance.
- d. An agreement providing for binding arbitration.
- e. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- f. Waiver of jury trial.
- g. Choice of law or venue other than the Commonwealth of Virginia.

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

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

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

V. ADDITIONAL USERS:

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

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct

administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the contractor.

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

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

VI. EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

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

VII. SWAM CERTIFICATION:

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

VIII. SMALL BUSINESS SUBCONTRACTING PLAN:

All potential offerors are required to fill out and submit Attachments A with their proposal.

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

IX. PERIOD OF PERFORMANCE:

Three (3) years from date of contract execution with four (4) successive one-year renewal options. (or as negotiated).

X. BACKGROUND:

The services are contemplated to supplement George Mason University's Office of Audit and Compliance function (and employees) in (i) the provision of internal audit and related services that provide independent, objective, risk-based assurance and advisory services designed to add value and improve university operations and (ii) accomplishment of the Office of Audit and Compliance's responsibilities to the Audit, Risk, and Compliance Committee of the Board of Visitors. The Office of Audit and Compliance is the "customer group" for the services and will be responsible for the overall provision of internal audit and related services to university management and the Audit, Risk, and Compliance Committee.

The current contracts have an estimated usage of \$3,147, 292 in purchases during the previous five years with four contractors. In the past contractors have helped with a variety of audit areas including, but not limited to student financial aid processes, construction project management and construction contract compliance, talent acquisition and recruiting processes, Title IX compliance processes, and information security processes. Information about the existing contracts can be found here: [GMU-1709-21 Cobblestone Public Link access](#)

XI. STATEMENT OF NEEDS:

George Mason requires a supplemental internal audit co-sourcing arrangement with an established rate structure for variable hours-level internal audit and related work engagements to be completed under the overall direction of George Mason's Office of Audit and Compliance function.

A. General Requirements:

1. Contractor Expertise and Qualifications
 - The contractor should demonstrate proven experience in:
 - o Internal Auditing in Higher Education: Familiarity with governance structures, compliance frameworks (e.g., FERPA, NCAA, federal grant compliance), and academic operational processes.
 - o Information Technology Auditing: Expertise in cybersecurity, data privacy, ERP systems, and IT general controls.
 - o Research Compliance Auditing: Knowledge of grant management sponsored research regulations, and export control requirements.
 - o Fraud Investigations: Ability to conduct forensic audits, identify fraud indicators, and apply investigative methodologies.
 - o Provide documented certifications (e.g., CIA, CISA, CFE) and evidence of prior engagements in similar environments.
2. Resourcing Responsiveness and Flexibility
 - Contractor should ensure:
 - o Rapid deployment of qualified personnel within agreed timelines.
 - o Scalable resourcing to accommodate fluctuating audit demands.
 - o Flexible scheduling to align with university operational cycles and urgent requests.
3. Tools and Capabilities for Internal Auditing
 - Contractor should provide:
 - o Data analytics platforms are capable of handling large datasets securely.
 - o Secure communication channels for information exchange.
 - Tools must be compatible with George Mason's existing systems and comply with institutional IT security standards.
4. Information Security and Confidentiality
 - Contractor must:
 - o Adhere to FERPA, HIPAA, and institutional data protection policies; i.e., [Data Policy 114](#).
 - o Implement end-to-end encryption for data transmission and storage.
 - o Maintain audit trails for all data access and processing activities.
5. Knowledge Transfer and Capacity Building
 - Contractor should:
 - o Conduct regular knowledge-sharing sessions with George Mason staff.
 - o Deliver risk assessment, and analytics.
 - o Provide documentation of processes and findings as a result of audits.
6. AI and Data Analytics Capabilities

Contractor should demonstrate advanced capabilities in:

 - Full-Population Data Analysis:
 - o Ability to analyze entire datasets (not just samples) for anomaly detection and risk indicators.
 - Automation of Audit Procedures:
 - o Automated control testing, compliance checks, and repetitive audit tasks.
 - ERP and Data System Integration:
 - o Able to perform data analytics potentially with AI capabilities against the whole population of data within a system. The co-source provider should have the capability to review large sets of data and come to conclusions.
 - o Please note that this does not require the contractor to integrate any of their systems into ours. The contractor will be provided access to full populations of data in Mason's systems to perform analytics or AI capabilities.
 - Visualization and Reporting Tools:
 - o Interactive dashboards for real-time audit insights, trend analysis, and executive reporting.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

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

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

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. George Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to George Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>
- h. All communication with Offerors will take place in Bonfire, to include negotiations. George Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

2. **Proposal Presentation:**

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number,

sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

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

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

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

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

1. Procedural information:

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

2. General firm background and information:

- a. Provide a background and a brief history of your firm.
- b. Describe your firm's specialty areas, and their size.

- c. Describe your firm’s location and organization structure. Provide additional detail related to offices likely to serve George Mason.
 - d. Describe the nature and extent of your expertise with higher education, research-oriented, or similarly-situated clients, including related information technology environments (including Banner, which is used by George Mason).
 - e. Describe the nature and extent of your expertise with providing supplemental audit resourcing (co-sourcing) services to clients similarly-situated to George Mason.
 - f. Describe any impending changes in your organization that could impact delivery of services.
3. Relationships with large public universities
 - a. Provide a list of major work your firm has conducted with George Mason, or similarly situated institutions, since January 1, 2023. Describe the nature of the work and cost.
4. Managing the Relationship with George Mason’s Office of Audit and Compliance:
 - a. Describe what your process would be for working with George Mason’s Office of Audit and Compliance to deliver services in the event you are awarded a contract. Among other things, describe:
 1. Knowledge, skills, and expected availability / capacity to deliver services.
 2. Familiarity and capability to conform to the Institute of Internal Auditors’ Global Internal Audit Standards.
 3. Process for scheduling firm resources to deliver services.
 4. Supervision of firm resources should firm personnel be asked to supervise specific work.
 5. Capability, and related process, to share cross-industry and higher-education industry information related to:
 - a. “Best” practices
 - b. Benchmarks
 - c. emerging higher education risk areas
 - d. internal audit practices
 - e. additional topics of interest
 6. Demonstrate use of AI and data analytics in audit engagements including:
 - a. Full-population data analysis for anomaly detection
 - b. Predictive risk modeling and trend analysis
 - c. Automation of control testing and audit procedures
 - d. Integration with existing ERP and data systems
 - e. Visualization tools and dashboards for audit insights
 7. Describe your process for working with George Mason’s Office of Audit and Compliance to administer the overall engagement. Among other things, describe:
 - a. The individuals likely to administer and provide overall oversight to the engagement. Provide resumes.
 - b. Invoicing and payment processes.
 8. Provide a sample engagement letter template likely to be used in this engagement.
 9. Provide names, firms, and contact information for three (3) reference clients with whom you have had a successful working relationship.
 5. Information Protection:
 - a. Describe the protections you will use to safeguard information obtained during engagements from unauthorized use and disclosure, including, but not limited to, personal facts and circumstances related to individuals as well as information related to George Mason’s actual or anticipated business facts and

circumstances.

6. Cost of Service:

Provide hourly rates for all services described herein. Please conform your specific job titles to these experience levels, and submit a reference to the corresponding job title and experience level. Pricing should be submitted on Bonfire on the Pricing Table. **A file explaining the corresponding job title for your company and the experience level requested for pricing should be uploaded with your proposal in Bonfire.**

<u>Experience Level</u>	<u>IT – Specialty</u>	<u>Non-IT Specialty</u>
1-3 years		
3-5 years		
> 5 years		
Manager		
In Depth Subject Matter Expert		

- Rates must include travel-related expenses if contractor is traveling within a 50-mile radius of George Mason's Fairfax campus. If the contractor is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be paid on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. Additional hourly rates for travel will not be considered.
- Provide information related to volume / discount breakpoints.
- Provide a sample invoice for your services. George Mason has provided an example invoice as Attachment C – Sample Invoice Format showing an acceptable breakdown for an example project. At a minimum, contractors are required to provide a breakdown of the hours worked, the rate, all fees, and the total per engagement/project or per day for these services.

XIII. 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 products/services offered and suitability for the intended purpose	25
2. Specific plans or methodology to be used to provide the services	25
3. Qualifications and experiences of offeror in providing the goods/services	20
4. Price Offered	20
5. Offeror is certified with Virginia SBSD at the proposal due date & time.	10
Total Points Available:	100

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

XIV. CONTRACT ADMINISTRATION:

Upon award of the contract, George Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection

with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, George Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- F. **LATE PROPOSALS:** To be considered for selection, proposals must be received in George Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in George Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. George Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. **MANDATORY USE OF GEORGE MASON FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official George Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, George Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. **OBLIGATION OF OFFEROR:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. George Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. **QUALIFICATIONS OF OFFERORS:** George Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to George Mason all such information and data for this purpose as may be requested. George Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. George Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy George Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* George Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. **TESTING AND INSPECTION:** George Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVII. RFP SCHEDULE (SUBJECT TO CHANGE):

Go to George Mason's Bonfire Portal for all updates and schedule changes. The schedule notated below is tentative and subject to change. Note that all Addendums, Question and Answers, and any other documentation or RFP updates will be posted and made available in Bonfire: <https://gmu.bonfirehub.com>

In the event of a conflict between the dates listed in this RFP and in Bonfire, the dates listed in Bonfire shall take precedence.

RFP Schedule (Subject to Change)	
Issue Date	December 15, 2025
Contractor Questions Due	January 12, 2026 by 4:00PM ET
George Mason University Response to Contractor Questions	January 16, 2026 by 5:00PM ET
Proposal Submission Deadline (Bonfire ONLY)	January 30, 2026 by 2:00PM ET
Committee Evaluation	February 2, 2026 – February 16, 2026
Oral Presentations (If Requested)	N/A
Finalist Negotiations	February 17-20, 2026
Notice of Award	March 30, 2026
Contract Start Deadline	TBD

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 this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – STANDARD CONTRACT

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

This Contract entered on this ____ day of _____, 2025 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “George Mason,” “University”.

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

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

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

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

III. PERIOD OF CONTRACT: Three (3) years from date of contract execution with four (4) successive one-year renewal options. (or as negotiated).

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

Negotiated price schedule will be inserted here.

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

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

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

- A. This signed form;
- B. Data Security Addendum (attached);

- C. Negotiation Response(s) dated XXXXXX (attached);
- D. RFP No. GMU-XXXX-XX, in its entirety (attached);
- E. Contractor's proposal dated XXXXXX (attached);
- F. Contractor's Statement of Work template (attached).

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

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

Participation in this Contract is strictly voluntary. If authorized by the Contractor, 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. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of the contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George

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

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

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

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

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

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

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify George Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from George Mason's Director of Export Controls.

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

and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain George Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the George Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** George Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of George Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of George Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason. George Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.1 AA. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the

Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

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

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

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

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

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

- GG. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed seven (7) years in length.
1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason’s reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason’s request, provide George Mason with a copy of its response.
- If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason’s reasonable requests in connection with its response.
- 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 George Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and George Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other

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

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of George Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by George Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of George Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify George Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by George Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for George Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business

data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.

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

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

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

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

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.

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DATA SECURITY ADDENDUM
for inclusion in GMU-SS0808-25 with George Mason University (the “University”)

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

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

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

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

Selected Firm/Vendor

George Mason University

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

ATTACHMENT C – SAMPLE INVOICE FORMAT

SAMPLE INVOICE

Company Name

1. Street Address
City, ST ZIP Code
Phone: Fax:

3. INVOICE #:15454

4. 3/31/2025

5. PURCHASE ORDER #: PO05156064

BILL TO:

2. George Mason University
Attn: Accounts Payable
4400 University Dr.
4200 Merten Hall, MSN 3C1
Fairfax, VA 22030
Email: acctpay@gmu.edu

Invoices must contain ALL of the following in order to be processed:

1. Remit to payment address
2. Mason as the party to be billed
3. The vendor supplied invoice number
4. The date of service and/or shipment
5. The purchase order number (**starts with PO**)
6. Description of goods or services

Hours listed in increments of 15 minutes. For example: 15 minutes = 0.25 hours

Completed Task:	[list out completed task]			
Date of Service	Staff Level / Name	Hours	Rate	Total
1/1/20XX	Joe Smith – IT Specialist	4.5	xx	
1/2/20XX	Jane Smith –Non- IT Specialist SME Expert	2.25	xx	
1/7/20XX	Michelle Jones – Senior Auditor II	3.75	xx	

Total due: _____

Other Comments/Contact Information



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

RFP ADDENDUM NO. 1:

Date: January 21, 2026
Reference: RFP GMU-SS0808-25
Title: Internal Audit Co-Sourcing Services
RFP Issued: December 15, 2026
Proposal Due Date: January 30, 2026 @ 2:00 PM ET

The following changes are hereby incorporated into the aforementioned RFP:

1. Question and Answers Posted January 16, 2026: Clarification on Question: Will the University please confirm that bidders responding to this RFP do not need to be a licensed CPA firm? Mason responded No. **Clarification: The bidder does not need a CPA License.**

I hereby acknowledge receipt of Addendum No. 1 for GMU-SS0808-25 Internal Audit Co-Sourcing Services

Offeror/Firm

Printed Name of Signer

Signature

Date

January 30, 2026



PROPOSAL FOR INTERNAL AUDIT CO-SOURCING SERVICES

George Mason University

RFP #GMU-SS0808-25

Denise Lippuner

Partner, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Leader

P: 703.584.0274

E: denise.lippuner@cbh.com

1850 Towers Crescent Plaza, Ste 200, Tysons, VA 22182

cbh.com



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Executive Summary

January 30, 2026

Sara Siddall, Strategic Sourcing Manager
Erin Rauch, Director
George Mason University - Purchasing Department
4400 University Drive, MS 3C1
Fairfax, VA 22030

Dear Sara and Erin:

Cherry Bekaert (Cherry Bekaert or the Firm) is pleased to submit this proposal to George Mason University (George Mason) for Internal Audit Co-Sourcing Services. Given the rapid evolution of both operational and digital environments, internal audit and IT leaders face ever more pressing challenges. With the right professional services partner, George Mason can promote transparency, accountability, strong risk management, efficient operations and public trust by effectively executing a variety of internal audits in a co-sourced model. Many organizations are also challenged with accelerated digitization of longstanding internal processes, facilitation of remote work and increased reliance on third-party providers, in addition to changing security standards and regulations as cyber threats evolve – work that Cherry Bekaert has already partnered with George Mason on as recently as 2025 in our risk control matrix and process modernization project. Furthermore, Cherry Bekaert is one of the largest public sector audit and advisory firms in the U.S., providing meaningful risk perspectives to higher education institutions (both public and private), as well as a wide range of other governmental entities, through the right balance of hands-on experience, a proven methodology, specialized expertise and professionals dedicated to your success. We have worked with **85 universities/colleges and their related organizations** since 2022, including George Mason, which is further bolstered by our depth and breadth of public sector experience and specialized knowledge gleaned from **serving more than 200 government clients**.

We bring deep experience providing a wide range of risk advisory and attestation services to the higher education industry and public sector, including risk assessments, internal auditing, operational, performance and compliance audits, internal controls assessments, grant compliance, IT auditing, financial statement audits and other related services. In addition, our IT audit services can help George Mason identify, assess and prioritize threats to your IT systems, applications and operations, and create or enhance risk-based cybersecurity programs to improve your security posture. Our specialists leverage a combination of open source, commercial and proprietary tools to identify security vulnerabilities of external-facing systems, internal networks, or both, with procedures designed to confirm the existence of vulnerabilities and reduce false positives, in addition to defining mitigating solutions. We can help George Mason determine security risk tolerances overall and define an approach for cost-benefit decision-making regarding residual security risk. Our approach includes assessing risk, performing vulnerability assessments and penetration testing, reviewing/developing checklists and policies/procedures, and recommending mitigation strategies so George Mason can close security gaps and maintain more secure networks. The table below highlights Cherry Bekaert's capabilities and differentiators.



Risk Assessments, including Internal, Performance/Operational & Compliance Audits	We help clients leverage their systems of internal control to better manage risk, enable growth and promote sustainable operations. We bring the experience and resources required to: ▶ Conduct effective risk assessments over financial, operational, compliance and reporting risks ▶ Perform risk and control diagnostics designed to evaluate the maturity of internal controls over key risks ▶ Validate the sufficiency of internal control design and operating effectiveness ▶ Assure the adequacy of governance, risk management and control processes ▶ Assist management to embed risk management and internal control into an organization's culture ▶ Develop targeted, risk-based audit plans to make the best use of internal auditing resources ▶ Analyze operations and determine opportunities to improve efficiency, effectiveness and adaptability ▶ Properly administer and maintain compliance with Federal funding while maximizing effective expenditure
IT & Cybersecurity Audits	We can help George Mason understand your cybersecurity posture and determine risk-based strategic and tactical actions to better safeguard your IT assets by: ▶ Providing an experienced risk advisory and information security team with deep knowledge and understanding of IT security practices, risk assessment, and internal controls, including the NIST Cyber Security Framework and Center for Internet Security (CIS) standards ▶ Leveraging our strong track record of performing similar services for other governmental entities across the country ▶ Offering a breadth of knowledge related to numerous IT systems and enterprise applications ▶ Maintaining an elevated level of partner, director, and manager involvement, attentiveness to your needs, continuity of service professionals, and expert consultation ▶ Utilizing our experience to provide flexible options that control overall project cost and optimize engagement efficiency, while minimizing the disruption to University staff and meeting your deadlines

Fraud, Waste and Abuse / Forensic Audits

Cherry Bekaert specializes in solutions tailored to the unique needs of public sector entities, helping them develop or improve accounting/financial reporting processes, transparency and accountability by:

- ▶ Analyzing in-scope areas, including compliance with relevant rules/regulations
- ▶ Making meaningful steps to improve accounting/financial processes and public accountability
- ▶ Providing a clear and credible analysis that will withstand the highest level of scrutiny and offer an objective view of the truth to help create a path forward
- ▶ Leveraging data analytics to navigate and analyze large data sets of information to uncover issues and provide objective and thoughtful analysis in ways that fact-finders can understand—and accept
- ▶ Delivering rapid standup and visualization of operational anomalies facilitated by our established analytics library and sandbox

Advance Digital Systems – Subcontractor Support for Data Analytics & Dashboarding

Cherry Bekaert intends to subcontract a portion of the services under this RFP to Advance Digital Systems (ADS). ADS is Commonwealth of Virginia incorporated and a trusted small-business technology partner with over 21 years of experience delivering data analytics, reporting, and executive dashboard solutions for public-sector and higher-education clients across Federal, State & local agencies. ADS specializes in transforming complex, multi-source institutional data into clear, actionable insights that support informed decision-making at the executive, academic, and operational levels.

For higher-education environments, ADS designs and implements secure, role-based dashboards that integrate data from financial systems, student information systems, research administration platforms, human capital systems, and operational applications. These dashboards provide real-time visibility into budget and expenditure trends, enrollment and retention metrics, research performance, operational efficiency, and compliance indicators, enabling leadership to proactively manage resources and institutional priorities.

ADS brings deep expertise across the full analytics lifecycle, including data ingestion, data quality management, modeling, visualization, and governance. Our solutions emphasize data accuracy, consistency, and transparency, ensuring stakeholders trust the data and can confidently drill down from summary views to detailed insights. We apply proven visualization and usability best practices to deliver dashboards that are intuitive, accessible, and aligned with the needs of diverse user communities.

With extensive experience supporting regulated and mission-critical environments, ADS ensures analytics solutions comply with applicable security, privacy, and accessibility requirements while remaining scalable and adaptable to evolving university needs. By combining technical depth with an understanding of academic and administrative operations, ADS delivers analytics capabilities that go beyond reporting to function as decision-support systems, positioning SLED for improved performance, accountability, and data-driven outcomes.



Proposal for George Mason University

Conclusion

Our approach is based on working collaboratively with clients like George Mason to understand and execute the agreed upon nature, timing and extent of internal audit procedures, using a risk based approach to properly address your priorities and any emerging risks. We deliver value by efficiently executing an audit approach tailored to your unique circumstances, and providing perspective on risk and operational improvement opportunities. We align with your audit protocols, documentation standards and methodology, where appropriate, while providing an independent view of your business and operations. We also bring recent experience working with George Mason's fiscal services team to better understand the University's processes, risks, tools, compliance requirements, and operational challenges, and we look forward to building upon this partnership.

Thank you for your consideration of our proposal. If you have any questions or would like additional information, please feel free to contact us directly as authorized representatives of the Firm.

Sincerely,

Cherry Bekaert

A handwritten signature in black ink, appearing to read 'Denise Lippuner', written over a light gray rectangular background.

Denise Lippuner

Partner, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Leader

P: 703.584.0274

E: denise.lippuner@cbh.com



1. Procedural Information

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

The Signed Cover Page and Addenda have been uploaded separately and not included in our Proposal document, per the instructions in Bonfire.

b. Return Attachment A - Small Business Subcontracting Plan.

Attachment A - Small Business Subcontracting Plan has been uploaded separately and not included in our Proposal document, per the instructions in Bonfire.

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

As with any contractual relationship, Cherry Bekaert's desire to enter into a contract with George Mason is based on reaching a mutually positive negotiation of terms and conditions. After reviewing the RFP, we would like to offer some alternative language for your consideration.

RFP Section	Desired Exception/Revision
ATTACHMENT B – STANDARD CONTRACT II. SCOPE OF CONTRACT	Cherry Bekaert requests mutual rights to terminate the contract during the initial 3 year period.
ATTACHMENT B – STANDARD CONTRACT III. PERIOD OF CONTRACT	(3) years from date of contract execution with four (4) successive one-year renewal options as agreed to by both Contractor and George Mason. (or as negotiated).
ATTACHMENT B – STANDARD CONTRACT X. STANDARD TERMS AND CONDITIONS H. BACKGROUND CHECKS	Cherry Bekaert does not complete credit checks or SanctionsBase+ searches as part of our standard background checks. However, we can comply and coordinate any separate but necessary checks if needed.
ATTACHMENT B – STANDARD CONTRACT X. STANDARD TERMS AND CONDITIONS I. CANCELLATION OF CONTRACT	George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation nor shall it relieve George Mason from payment obligations for such outstanding orders issued prior to the effective date of the cancellation.



Proposal for George Mason University

RFP Section	Desired Exception/Revision
ATTACHMENT B – STANDARD CONTRACT X. STANDARD TERMS AND CONDITIONS R. DEFAULT	In the case of failure to deliver goods or services in accordance with this Contract, George Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason may have.
ATTACHMENT B – STANDARD CONTRACT X. STANDARD TERMS AND CONDITIONS V. FORCE MAJEURE	George Mason A 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 George Mason such Party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
ATTACHMENT B – STANDARD CONTRACT X. STANDARD TERMS AND CONDITIONS Y. INDEMNIFICATION	Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished gross negligence by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor. The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of five million dollars (\$5,000,000.00).



Proposal for George Mason University

RFP Section	Desired Exception/Revision
ATTACHMENT B – STANDARD CONTRACT X. STANDARD TERMS AND CONDITIONS QQ. UNIVERSITY DATA SECURITY	1. Immediately upon Within 48 hours of becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.
ATTACHMENT B – STANDARD CONTRACT X. STANDARD TERMS AND CONDITIONS RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION	Cherry Bekaert requests adding the following language to this section: Nothing herein shall be deemed to affect in any way Contractor's right to retain one copy of University Data in its files to comply with professional standards or for archival purposes, provided, however that such copy shall be protected in accordance with the terms of this Agreement.
DATA SECURITY ADDENDUM 5. Security Breach	a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data caused by the negligence or breach of contract of Contractor, 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. The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of one million dollars (\$1,000,000.00).



d. Any SOW or supplemental documents George Mason may be required to sign.



MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** is entered into as of _____, 20____ (“Effective Date”), by and between _____ (“Customer”) and CHERRY BEKAERT ADVISORY LLC, a Delaware limited liability company (“Cherry Bekaert” and, together with Customer, the “Parties,” and each of them individually, a “Party”).

RECITALS

WHEREAS, Customer desires to retain Cherry Bekaert to provide those certain Services (defined below) set forth in each applicable SOW (defined below) to Customer pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Cherry Bekaert and Customer hereby agree as follows:

1. Definitions. Unless otherwise stated in this Agreement, the defined terms set forth below shall have the following meanings:

1.1. “Agreement” means this Master Services Agreement together with all applicable addenda and amendments signed by each Party, and all schedules, exhibits, annexes, and SOWs attached to this Master Services Agreement or otherwise incorporated herein by reference.

1.2. “Background IP” means all documents, hardware, data, know-how, methodologies, software, templates, and other materials, including computer programs, reports, and specifications, including all Intellectual Property Rights therein, provided by or used by Cherry Bekaert in connection with performing the Services, in each case developed or acquired by Cherry Bekaert prior to the commencement or independently of this Agreement.

1.3. “Customer Data” means any data, information or material provided, inputted, or submitted by Customer or on Customer’s behalf to enable the performance of the Services or otherwise in relation to this Agreement or the Services.

1.4. “Intellectual Property Rights” means all rights comprising or relating to intellectual property, including, but not limited to: (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, brand name, logos, corporate names and domain names, and all other similar indicia of source of goods and services, in each case together with all of the goodwill associated therewith, (c) works of authorship (whether or not copyrightable), expressions, designs, copyrights and copyrightable works (including, but not limited to computer software, programs, and applications), mask works, moral rights, industrial design rights, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether or not registered and including all registrations and applications for, and continuations, continuations-in-part, reissues, divisions, renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection pursuant to the laws of any jurisdiction in any part of the world.

1.5. “Services” means the professional services and Work Product, if any, to be provided by Cherry Bekaert to Customer under this Agreement as described in more detail in each applicable SOW.

1.6. “Statement of Work” or “SOW” means each Statement of Work entered into by the Parties from time-to-time and incorporated herein by reference.

1.7. “Technology Partner IP” means all documents, hardware, data, know-how, methodologies, software, templates, and other materials, including computer programs, reports, and specifications, including all Intellectual Property Rights therein, provided by or used by a Technology Partner (as defined in Section 2.3 below) in connection with performing or providing any Technology Partner Service (as defined in Section 2.3 below).



1.8. **“Work Product”** means any and all works, materials, designs, specifications, systems, innovations, documentation or reports that are developed, produced, generated or provided by Cherry Bekaert to Customer in connection with Cherry Bekaert’s performance of the Services as set forth in each applicable SOW, but specifically excluding any Background IP, Customer Data, Technology Partner Service and Technology Partner IP.

2. **Services**. Cherry Bekaert agrees to provide to Customer the Services described in each SOW in accordance with this Agreement. SOWs signed by both Parties may be added to this Agreement from time-to-time by reference to this Agreement. The method and means of providing the Services shall be under the control, management, and supervision of Cherry Bekaert, giving due consideration to the requests of Customer. The Services may include advice and recommendations of Cherry Bekaert, but management decisions in connection with the execution and communication of such advice and recommendations are Customer’s sole responsibility.

2.1. **Non-exclusivity**. Nothing herein shall be deemed to preclude the Parties from retaining or performing the same or similar type of services for other persons or entities undertaking the same or similar functions as those undertaken by Customer or Cherry Bekaert hereunder or from independently developing or acquiring goods or services that are similar to, or competitive with, the goods or services, as the case may be, contemplated under this Agreement.

2.2. **Use of Third-Party Service Providers**. In connection with Cherry Bekaert’s performance of the Services, Cherry Bekaert may use the services of domestic and foreign (as permitted by applicable law) independent contractors or temporary or loaned employees, all of whom may be considered a third-party service provider (each, a **“Third-Party Service Provider”**). Cherry Bekaert remains responsible for the oversight of all Services performed by the Third-Party Service Provider and for ensuring that such Services are performed in accordance with this Agreement. Cherry Bekaert will enter into a contractual agreement with the Third-Party Service Provider to maintain the confidentiality of confidential information.

2.3. **Technology Partners**. In connection with Cherry Bekaert’s performance of the Services, Cherry Bekaert may use, offer, make available, provide access to, sell, resell, incorporate, embed and/or install certain software, application, hardware and/or technological communication products or services (each, **“Technology Partner Service”**) offered by third-party technology providers (each, a **“Technology Partner”**), including, but not limited to software-as-a-service (SaaS), infrastructure-as-a-service (IaaS), and platform-as-a-service (PaaS) whether or not such Technology Partner Service works in conjunction with the Services or is provided on a stand-alone basis. Customer agrees that Cherry Bekaert does not make any representations or warranties as to, and Cherry Bekaert will have no liability regarding, any Technology Partner Service, Technology Partner IP or any products or services of any Technology Partners regardless of whether or not such Technology Partner or their products or services are designated by Cherry Bekaert as “a partner,” “validated,” “certified” or otherwise. Customer releases Cherry Bekaert from any liability or obligations arising from any Technology Partner Service, Technology Partner IP or any products or services of any Technology Partners. Customer agrees to comply with all additional terms of use, end user license agreements, user agreements, or other terms and conditions of the Technology Partner that are applicable to Technology Partner Service or Technology Partner IP, each as required by the Technology Partner. Any exchange of Customer Data, trade secrets, Confidential Information (defined below), or proprietary information or other interaction between Cherry Bekaert and/or a Customer and a Technology Partner, and any purchase by Cherry Bekaert or a Customer of any product or service offered by such Technology Partner, is solely between Cherry Bekaert and/or Customer and the Technology Partner and subject to the applicable Technology Partner terms of use, end user license agreements, user agreements, or other terms and conditions of the Technology Partner, each as required by such Technology Partner. Except as may be agreed to in writing by such Technology Partner, the Technology Partner and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Technology Partner Service and Technology Partner IP, including all Intellectual Property Rights therein.



2.4. **Change Orders.** If Customer desires to change the scope or performance of the Services to be provided, Customer shall submit details of the requested change to Cherry Bekaert in writing. Cherry Bekaert shall, within a reasonable time after receiving a Customer-initiated request, provide a written estimate to Customer of: (a) the estimated time required to implement the change; (b) any necessary variations to the Fees and other charges for the Services arising from the change; and (c) the likely effect of the change on the Services. Promptly after receipt of the written estimate, the Parties shall negotiate and seek to agree in writing on a change order amendment to this Agreement or the applicable SOW regarding the terms of such change. Neither Party shall be bound by any change request or change order amendment unless it is mutually agreed upon in writing and executed by each Party.

3. **Term and Termination.**

3.1. **Term; Automatic Renewal.** The term of this Agreement shall commence on the Effective Date and shall continue for an initial period of one (1) year. Thereafter, the term of this Agreement shall automatically renew for successive periods of one (1) year each unless either Party provides the other Party with written notice of its election not to renew this Agreement at least thirty (30) days prior to the scheduled renewal date. In the event a Party provides such notice of its intent not to renew, the term of this Agreement shall continue until the later of (a) such scheduled renewal date or (b) immediately following the termination or expiration of all SOWs entered into in connection herewith, at which point this Agreement will automatically expire.

3.2. **Termination for Convenience.** Either Party may terminate this Agreement upon providing the other Party with written notice of at least thirty (30) days. In the event a Party properly provides such notice of its intent to terminate this Agreement under this Section 3.2, this Agreement shall continue until the later of (a) thirty (30) days after such notice or (b) immediately following the termination or expiration of all SOWs entered into in connection herewith, at which point this Agreement will automatically terminate.

3.3. **Termination for Cause.** In addition to any other termination rights under this Agreement, either Party upon written notice to the other Party (a) may terminate this Agreement if such other Party materially breaches this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of such breach from the terminating Party, (b) may terminate an SOW if such other Party materially breaches such SOW and such breach is not cured within thirty (30) days after receipt of written notice of such breach from the terminating Party, and (c) may terminate this Agreement and any SOW if such other Party becomes the subject of any involuntary petition in bankruptcy that is not dismissed or vacated within 60 days after filing or any voluntary proceeding relating to insolvency, bankruptcy, receivership, liquidation, or composition for the benefit of creditors, or otherwise dissolves or ceases to do business. Customer's non-payment of Fees or other amounts due to Cherry Bekaert under this Agreement will be deemed a material breach of this Agreement and the applicable SOW by Customer. In the event a Party properly provides such notice of its intent to terminate this Agreement, this Agreement shall continue until the later of (i) the date that this Agreement would terminate pursuant to this Section 3.3 (after giving effect to the cure periods therein), or (ii) immediately following the termination or expiration of all SOWs entered into in connection herewith, at which point this Agreement will automatically terminate.

4. **Fees and Billing Procedures.** Customer agrees to pay Cherry Bekaert for the Services in accordance with the fee(s) set forth herein and in each applicable SOW ("Fees").

4.1. **Time of Payment and Billing.** Except as otherwise provided in the applicable SOW, Fee(s) are due and payable upon receipt by Customer of an invoice from Cherry Bekaert. If any Fees or other amounts due to Cherry Bekaert under this Agreement are more than ten (10) days past due, Cherry Bekaert: (a) may charge Customer a service charge equal to the lower of 1.5% per month or the maximum rate permitted by applicable law on any such past due amounts, with a minimum charge of \$2.00 per month, and (b) may stop all Services until Customer's account is brought current and the individuals performing the Services become available. Except as otherwise provided in the applicable SOW, invoices may be



rendered monthly, and Cherry Bekaert will forward invoices via email to the billing contact specified by Customer for the Services rendered pursuant to each applicable SOW then payable.

4.2. Expenses. Subject to the prior approval by Customer, and upon receipt by Customer of an invoice from Cherry Bekaert, Customer shall reimburse Cherry Bekaert for reasonable travel and out-of-pocket expenses incurred in connection with the performance of the Services. Upon Customer's written request, Cherry Bekaert will provide copies of the expense report and evidence of the travel and out-of-pocket expense(s) incurred by Cherry Bekaert.

4.3. Disputed Fees/Amounts. In the event Customer disputes a Fee or other amount on an invoice, Customer must deliver a written statement to Cherry Bekaert within thirty (30) days of Customer's receipt of such invoice listing all disputed Fee(s) and other amounts and providing a reasonably detailed description of each disputed item. Fees and other amounts not so disputed shall be deemed accepted and shall be paid within the agreed upon period. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

5. Confidential Information.

5.1. Non-Disclosure.

5.1.1. "Confidential Information" means any and all non-public information that is disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, without limitation, the contents of this Agreement, and any confidential or proprietary information that relates to its business affairs, products or services, prices, business plans, marketing, finances, Intellectual Property Rights, or third-party confidential information, whether disclosed orally or in written, electronic, or other form or media; provided, however, the term "Confidential Information" does not include any information or documentation that: (i) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) has been rightfully received from a third-party authorized to make such disclosure without restriction; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; or (v) has been approved for release by the Disclosing Party's prior written authorization.

5.1.2. During the term of the applicable SOW and for a period of three (3) years following completion of the Services contemplated therein, the Receiving Party agrees: (a) not to disclose Confidential Information of the Disclosing Party provided to the Receiving Party in connection with the Services contemplated in such SOW to any third-party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its employees, members, consultants, independent contractors, vendors, Third-Party Service Providers, Technology Partners, agents and representatives who have a "need to know" and who are bound by confidentiality obligations at least as restrictive as those set forth in this Section 5; and (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under this Agreement or, in the case of Customer, to make use of the Services. Unless otherwise agreed to by the Parties in writing, the Confidential Information of the Disclosing Party will be and remain the property of the Disclosing Party. This Agreement supersedes and controls over any and all confidentiality agreements, non-disclosure agreements, and similar agreements regarding non-disclosure of information entered into by the Parties prior to the Effective Date, it being agreed that all of each Party's rights and obligations with respect to information are governed by this Agreement.

5.2. Surrender and Destruction of Confidential Information. Following the expiration or termination of the applicable SOW and upon the written request of the Disclosing Party, the Receiving Party shall at its option promptly destroy or return to the Disclosing Party all Confidential Information held by the



Receiving Party. In the event the Receiving Party destroys such Confidential Information, the Disclosing Party may request written certification of such destruction from the Receiving Party. Notwithstanding the foregoing, Cherry Bekaert has the right to retain a copy of Confidential Information that is captured by automatic backup and electronic storage systems in the ordinary course of business or as may be required by applicable professional standards; provided, however, all such retained Confidential Information shall remain subject to this Agreement.

5.3. **Compelled Disclosure of Confidential Information.** If the Receiving Party becomes legally compelled to disclose any Confidential Information by governmental regulation, subpoena, or other legal process, the Receiving Party shall provide: (a) prompt written notice of such requirement to the Disclosing Party (unless prohibited by law) so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains legally required to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose. In the event Cherry Bekaert is requested or authorized by Customer or required by government regulation, subpoena, or other legal process to produce Customer's Confidential Information, Customer Data, Work Product or Cherry Bekaert's personnel as witnesses with regard to Services performed for Customer, Customer will, so long as Cherry Bekaert is not a party to the proceeding in which the information is sought, reimburse Cherry Bekaert for its professional time and expense, as well as the reasonable fees and expenses of Cherry Bekaert's counsel, incurred in responding to such a request.

6. Work Product and Intellectual Property Rights.

6.1. **Work Product.** Except as provided in Section 6.2, and subject to Cherry Bekaert's receipt of Customer's payment for all Fees and other amounts owed by Customer to Cherry Bekaert, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights therein. Cherry Bekaert agrees that with respect to any Work Product that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Work Product is hereby deemed a "work made for hire" for Customer. If and to the extent that Cherry Bekaert may, under applicable law, be entitled to claim any ownership interest in the Work Product, Cherry Bekaert hereby transfers, grants, conveys, and assigns to Customer any and all Intellectual Property Rights that Cherry Bekaert now has or may hereafter acquire in and to the Work Product. Upon Customer's written request and at Customer's sole cost and expense, Cherry Bekaert agrees to use commercially reasonable efforts to assist Customer and to take further actions, including execution and delivery of instruments of conveyance, as may be reasonably required to give full and proper effect to such assignment. Notwithstanding any provision of this Agreement to the contrary, in the event that working papers are compiled by Cherry Bekaert in connection with the Services, then such working papers (but not the Customer Data contained in them) shall be the sole property of Cherry Bekaert and shall not be Work Product.

6.2. **Background IP.** The Parties acknowledge and agree that Cherry Bekaert and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Background IP, including all Intellectual Property Rights therein. If, and to the extent that, any Background IP is embodied or reflected in the Work Product, Cherry Bekaert hereby grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid up, sublicensable right and license to use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Background IP and any derivative works thereof to the extent incorporated in, combined with or otherwise necessary for the use of the Work Product solely to the extent reasonably required in connection with Customer's receipt or use of the Services.

6.3. **Customer Data.** Unless otherwise agreed by the Parties in writing, Customer Data shall be and remain the sole and exclusive property of Customer. Customer hereby grants Cherry Bekaert and its



employees, members, consultants, independent contractors, vendors, agents, representatives, and any Third-Party Service Providers and/or Technology Partners engaged by Cherry Bekaert in connection with its performance of the Services a license to use, store, record, process, transmit, maintain, and display Customer Data to the extent necessary in providing the Services. Customer covenants, represents and warrants that Customer owns or has the necessary licenses, rights, consents and permissions to use and authorize Cherry Bekaert and its employees, members, consultants, independent contractors, vendors, agents, representatives, and any Third-Party Service Providers and/or Technology Partners engaged by Cherry Bekaert in connection with its performance of the Services to use all Customer Data in the manner contemplated under this Agreement, and to transfer and process such Customer Data as may be required by applicable law. Customer alone is responsible for the accuracy, content, currency, completeness, quality, legality and delivery of all Customer Data. If Customer Data, Confidential Information, or other materials disclosed or made available to Cherry Bekaert in connection with this Agreement may be subject to heightened protections under applicable privacy laws, data protection laws, or other applicable laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), then Customer must notify Cherry Bekaert in advance of such disclosure or access (email acceptable). If performance of the Services requires Cherry Bekaert to process the personal data of European Union or United Kingdom residents, Customer will notify Cherry Bekaert and the Parties will work together in good faith to execute a data processing addendum covering such processing. Cherry Bekaert shall and shall use reasonable efforts to cause its employees, members, consultants, independent contractors, agents, representatives, and any Third-Party Service Providers and/or Technology Partners engaged by Cherry Bekaert in connection with its performance of the Services to implement, maintain and enforce commercially reasonable security measures to help prevent the unauthorized access, use, corruption, loss or disclosure of non-public Customer Data and Confidential Information.

6.4. **No License: Advertising and Publicity.** Except as otherwise provided in this Agreement, no license or other right is granted by this Agreement and this Agreement shall not be construed to grant a license or other right to either Party by the other Party with respect to Confidential Information, Background IP, or Customer Data. Neither Party shall use the name or logo of or refer to the other Party directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the other Party; provided, however, Cherry Bekaert may use Customer's name and logo, and otherwise refer to Customer, on any customer list of Cherry Bekaert.

7. **Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, organization, or chartering; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses, if applicable, granted under this Agreement, and to perform its obligations under this Agreement; (c) the execution of this Agreement by its representative on the signature page hereto has been duly authorized by all necessary entity action; (d) when executed and delivered, this Agreement will constitute a legal, valid, binding and enforceable obligation, except as may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally; and (e) it will comply in all material respects with applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement, and it has or will obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.

8. **Limited Service Warranty; Disclaimer.**

8.1. Cherry Bekaert warrants that the Services will be performed in a professional manner and in accordance with, in all material respects, any specifications set forth in the applicable SOW. Cherry Bekaert's entire liability, and Customer's sole and exclusive remedy, for breach of the warranty in this Section 8.1 is Cherry Bekaert using reasonable efforts to correct such breach. Notwithstanding the foregoing, the above warranty does not apply to the extent the breach of warranty was caused by or arises from (a) any modification or repair to the Services unless provided by Cherry Bekaert, (b) any unauthorized



or improper use of the Services, or (c) any third-party product, software, application or service (including in combination with the Services).

8.2. Cherry Bekaert warrants that, to Cherry Bekaert's knowledge, the Services contemplated herein (exclusive of the Customer Data, Technology Partner Service and Technology Partner IP) do not infringe upon any United States copyright, registered or issued patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third-party; provided, however, that Cherry Bekaert assumes no liability for infringement or misappropriation claims (and the provisions of the warranty set forth in this Section 8.2 shall not have been breached) to the extent such claims are caused by modifications, alterations or additions to the Services that are performed by any person or entity other than Cherry Bekaert.

8.3. EXCEPT FOR THE EXPRESS WARRANTIES OF CHERRY BEKAERT IN THIS AGREEMENT, CHERRY BEKAERT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER OR IN RELATION TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. **Customer's Obligations.** Customer shall: (a) cooperate in good faith with Cherry Bekaert in its performance of the Services, including providing Cherry Bekaert with reasonable access to facilities and timely access to Customer's materials, information, systems and personnel as Cherry Bekaert may reasonably request for the purposes of performing the Services; (b) respond promptly to any Cherry Bekaert request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Cherry Bekaert to perform the Services in accordance with this Agreement; (c) designate an authorized representative on each SOW to oversee the performance of the Services contemplated in this Agreement, receive communications regarding the Services, make any management decisions, perform any management functions related to the Services, evaluate the adequacy of the Services, and accept overall responsibility for the results of the Services; and (d) provide any required notices and materially comply with all applicable laws in relation to the Services, to the extent relating to Customer's business, premises, staff or equipment or any Customer Data.

10. **Non-Solicitation of Employees.** During the term of this Agreement and for a period of twelve (12) months after the termination or expiration of this Agreement, Customer agrees not to, directly or indirectly, solicit, recruit or hire, attempt to solicit, recruit or hire, or assist any third-party to solicit, recruit or hire (for employment or engagement as a consultant or otherwise), any employee of Cherry Bekaert who was involved in matters relating to the Services, without the prior written consent of Cherry Bekaert. Notwithstanding the foregoing, this Agreement shall not be construed to prohibit Customer from (a) placing general advertisements or a notice of a job listing or opening in any media, so long as not directed at the employees of Cherry Bekaert, (b) hiring employees or former employees of Cherry Bekaert who contact Customer of their own accord, or (c) recruiting or hiring employees or former employees of Cherry Bekaert through agencies (so long as Customer does not direct such agencies to solicit Cherry Bekaert's employees). In the event Customer breaches this Section 10, Cherry Bekaert may elect to require Customer to pay to Cherry Bekaert as liquidated damages an amount equal to 33.33% of the total gross compensation (including base salary and any bonuses or incentive compensation) paid to the employee by Cherry Bekaert during the 12-month period immediately preceding the separation of the employee from Cherry Bekaert. The Parties acknowledge and agree: that Cherry Bekaert has invested significant time, effort and expense into the recruitment, training and retention of its employees; that the Parties cannot now determine the amount of the damages that Cherry Bekaert would sustain upon the breach by Customer of any of the provisions of this Section 10; and that it would be very difficult to determine and quantify that amount upon a breach by Customer of any of the provisions of this Section 10.

11. **Indemnification.** Customer agrees to defend, indemnify and hold harmless Cherry Bekaert and its members, officers, directors, employees, agents, successors and permitted assigns from any and all losses,



damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees and court costs) and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from any claim or action arising out of or relating to: (a) the conduct of Customer's business, including, without limitation, the use by Customer of the Services unless solely caused by Cherry Bekaert's gross negligence or willful misconduct; (b) bodily injury, death of any person, or damage to real or tangible property resulting from the negligent or willful acts or omissions of Customer; (c) Customer's material breach of any representation, warranty, or obligation in this Agreement or any breach of any applicable Technology Partner terms of use, end user license agreement, user agreement, or other terms and conditions of any Technology Partner; (d) allegations that any Customer Data or the use thereof infringes or misappropriates any intellectual property or proprietary rights of a third party or violates any applicable law; or (e) known misrepresentations by a member of Customer's management.

12. Limitation of Liability.

12.1. **EXCEPT FOR LIABILITY ARISING FROM ANY BREACH OF SECTION 4 OR FOR A PARTY'S OBLIGATIONS PURSUANT TO SECTION 11 HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

12.2. **EXCEPT FOR LIABILITY ARISING FROM ANY BREACH OF SECTION 4 OR FOR A PARTY'S OBLIGATIONS PURSUANT TO SECTION 11 HEREIN, IN NO EVENT SHALL THE AGGREGATE CUMULATIVE LIABILITY OF CHERRY BEKAERT HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO CHERRY BEKAERT UNDER THE SOW FROM WHICH THE CLAIM ARISES. CUSTOMER ACKNOWLEDGES THAT THE FEES PAID BY IT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CHERRY BEKAERT WOULD NOT ENTER INTO THIS AGREEMENT OR A PARTICULAR SOW WITHOUT THESE LIMITATIONS ON LIABILITY.**

12.3. **Timely Claims.** Excluding claims related to taxes or the non-payment of Fees, and to the extent permitted by law, no Party shall bring any claim related to this Agreement more than eighteen (18) months after the cause of action accrues.

13. Dispute Resolution Procedures. In the event that a dispute arises between the Parties relating to this Agreement, the Parties shall meet and confer to attempt to resolve in good faith such dispute. If after thirty (30) days the dispute has not been resolved, the following shall apply:

13.1. **Mediation.** All disputes shall be first submitted to nonbinding confidential mediation by written notice to the Parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the Parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution, at the written request of a Party, shall designate a mediator.

13.2. **Arbitration.** If a dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the Parties so agree in writing), the mediation shall terminate and the dispute shall be resolved by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the International Institute for



Conflict Prevention and Resolution Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Arbitration Rules"), before a panel of three arbitrators. Each of Customer and Cherry Bekaert shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Arbitration Rules, and the two Party-designated arbitrators shall jointly select the third arbitrator in accordance with the Arbitration Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce this Agreement and to abide by the Arbitration Rules. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Arbitration Rules. The result of the arbitration shall be binding on the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction. Each Party shall bear its own costs and expenses in any such mediation and in any such arbitration.

14. Independence and Attest Services; Alternative Practice Structure and Associated Entities.

14.1. In the event Cherry Bekaert LLP (an associated, but not affiliated entity) performs financial statement attest services for Customer, Cherry Bekaert will be subject to the independence requirements of the American Institute of Certified Public Accountants ("AICPA") which preclude Cherry Bekaert from providing certain services to Customer. In order for Cherry Bekaert to maintain its independence with any attest client in accordance with AICPA rules, Customer's management shall be responsible for: (a) making decisions on behalf of Customer's management; (b) managing or performing a new accounting standards adoption project; (c) selecting accounting policies or accounting positions; (d) drafting accounting policies and manuals; (e) calculation of amounts and related journal entries; (f) designing and/or implementing manual or IT processes for the application of new or revised accounting literature; (g) evaluating the adequacy of all services provided; and (h) accepting overall responsibility for the results of Services. In the event Cherry Bekaert LLP performs financial statement attest services for Customer, Cherry Bekaert can provide the following services while maintaining its independence in accordance with AICPA rules provided Customer's management complies with their responsibilities as outlined above: (t) general diagnostic discussion with Customer's management; (u) provide and discuss authoritative guidance; (v) provide and discuss interpretive guidance including the Financial Accounting Standards Board, Governmental Accounting Standards Board and AICPA interpretations; (w) assist in identifying additional reports and data needed; (x) analyze potential impact on debt covenants; (y) analyze potential impact on compensation agreements; and (z) assist in assessing the tax impact.

14.2. Cherry Bekaert Advisory LLC and Cherry Bekaert LLP are operating in an arrangement commonly described as an "alternative practice structure". Cherry Bekaert LLP leases professional and administrative staff, all of whom are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance of its professional services. Cherry Bekaert LLP and Cherry Bekaert Advisory LLC require confidential treatment of all Customer Data. To the extent Cherry Bekaert LLP provides professional services relating to Customer, Customer consents to Cherry Bekaert LLP, Cherry Bekaert Advisory LLC, and any other affiliate or associated entity sharing Customer's Confidential Information, Customer Data, and other financial records to provide such services.

15. Miscellaneous.

15.1. Entire Agreement; Amendment. This Agreement, including all applicable addenda, schedules, exhibits and SOWs attached to this Agreement or otherwise incorporated by reference, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, communications, negotiations, representations, and agreements, both written and oral, with respect to such subject matter. Any changes to this Agreement must be agreed to in writing by both Parties. In the event of any conflict between any portion of this Agreement and an applicable SOW, such applicable SOW will govern and control (excluding with regard to Section 12 of this Agreement), but only with respect to the Services set forth therein. No term



or condition contained in Customer's acceptance or purchase order documentation will apply unless specifically agreed to by Cherry Bekaert, in writing, even if Cherry Bekaert has accepted the order or engagement, and all other terms or conditions are otherwise hereby expressly rejected by Cherry Bekaert.

15.2. Relationship Between the Parties. The Parties are independent contractors. This Agreement shall not be construed as creating any agency, partnership, joint venture, franchise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15.3. Taxes. Cherry Bekaert shall be solely responsible for all payroll taxes and fringe benefits of Cherry Bekaert's employees. Customer shall be solely responsible for all sales, use, excise, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

15.4. Effect of Customer Delays. Cherry Bekaert is not liable for any late delivery or delay or failure of performance under this Agreement (or any late filings, penalties, interest, missed elections or other consequences) to the extent such delay or failure is caused, directly or indirectly, by (a) Customer's delay in performing, or failure to perform, any of its obligations under this Agreement, (b) any stoppage of Services by Cherry Bekaert due to non-payment of Fees or other amounts by Customer, or (c) the unavailability or absence of key Customer personnel or Customer Data. In the event of any such delay or failure, Cherry Bekaert may extend all or any subsequent due dates or milestones set forth in the applicable SOW as Cherry Bekaert deems reasonably necessary.

15.5. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party to the extent fulfillment or performance of any obligations under this Agreement, except for any obligations to make payments to the other Party hereunder, are delayed or prevented due to any causes or events beyond such Party's commercially reasonable control, including, but not limited to: acts of God, fire, earthquake, explosion, flood or other natural catastrophe, pandemic, epidemic, quarantine, governmental legislation, acts, orders, stay-at-home orders, war, invasion, riot, civil unrest, or acts of terrorism, labor strikes, shortages, or labor difficulties (excluding those involving a Party's employees), or service disruptions involving hardware, software, cloud-related services, web-hosting, internet service or power systems, in each case for so as long as such causes or events remain beyond the commercially reasonable control of the delayed or prevented Party.

15.6. No Waiver; Cumulative Remedies. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect that Party's right to enforce such provisions, nor shall the waiver by either Party of any right or breach of any provision of this Agreement be taken or held to be a waiver of any further right or breach of the same provision. All rights and remedies of each Party shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

15.7. Notices. All notices, consents, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand; (b) when transmitted by email if sent prior to 5:00 p.m. Eastern Time on a business day and otherwise on the next following business day; (c) five business days after it is mailed, if mailed by registered or certified mail, postage prepaid (return receipt requested); or (d) one business day after it is sent, if sent by a nationally recognized overnight delivery service (e.g. FedEx) with tracking; in each case to the Parties at the addresses on the signature page to this Agreement (or such other address for a Party as shall be specified by like notice, provided that notices of a change of address shall be effective only upon receipt thereof).

15.8. Choice of Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, in all respects, without regard to



conflicts of law principles. The Parties hereby consent to the jurisdiction of the courts of Henrico County of the Commonwealth of Virginia and of the United States District Courts located in Henrico County of the Commonwealth of Virginia (to the extent such courts have subject matter jurisdiction) in connection with any action, suit, or other proceeding in connection with, arising out of, or relating to this Agreement, and agree not to assert in any such action, suit, or proceeding that it or he is not personally subject to the jurisdiction of such courts, that the action, suit, or proceeding is brought in an inconvenient forum, or that venue of the action, suit, or proceeding is improper.

15.9. WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15.10. Assignment; Third Party Beneficiaries. Except as otherwise provided in this Agreement, neither Party may assign or delegate this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party. Each Party shall have the right to assign this Agreement without the other Party's consent to its affiliate or in connection with a merger, acquisition, restructuring, reorganization, or a sale or other disposition of all or substantially all of its assets or equity interests. Any assignment or delegation in violation of the foregoing shall be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. Except as set forth in Section 11, the Parties do not confer any rights, benefits, or remedies upon any person or entity other than the Parties to this Agreement and their respective successors and permitted assigns.

15.11. Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by email of a .pdf file or by an electronic method shall be enforceable to the same extent as an original signature. A facsimile or photocopy of a signature or electronic signature shall have the same legal effect as an original ink signature.

15.12. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

15.13. Construction. The headings used in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement. Both Parties had the opportunity to negotiate the provisions of this Agreement. No provisions of this Agreement are intended to or shall be construed against any Party by reason of such Party being deemed to have drafted such provisions or this Agreement. Where agreement, approval, acceptance, consent or similar action by either Party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

15.14. Survival. The provisions of Sections 4, 5, 6, 10, 11, 12, 13, and 15 of this Agreement and any provision of this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

[Signature Page Follows]



Proposal for George Mason University



IN WITNESS WHEREOF, the undersigned authorized representative of each Party has executed this Master Services Agreement as of the dates set forth below to be effective as of the Effective Date.

CUSTOMER:

CHERRY BEKAERT:

[CUSTOMER LEGAL NAME]

CHERRY BEKAERT ADVISORY LLC

By: _____
 Name: _____
 Title: _____
 Email: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Email: _____
 Date: _____

Address: _____

Address: _____

Attn: _____

Attn: [Partner Name]

Email: _____

Email: _____

With a Copy To: CBHLegal@cbh.com

SAMPLE



Proposal for George Mason University

e. State your payment preference as required in Bonfire.

- ▶ Option #1- Payment to be mailed in 10 days-George George Mason will make payment to the vendor under 2%/10 Net 30 payment terms.

f. Return Pricing Table in Bonfire.

The Pricing Table has been uploaded separately in Bonfire.

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

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

Cherry Bekaert: As a large professional services firm, Cherry Bekaert is subject to disagreements that can result in litigation. We currently have no litigation pending that will adversely affect our ability to provide the requested services.

Advance Digital System: No.

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.

Cherry Bekaert: None.

Advance Digital System: None.

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

Cherry Bekaert: As a large professional services firm, Cherry Bekaert is subject to disagreements that can result in lawsuits. We haven't been involved in any lawsuits in the last three years that will adversely affect our ability to provide the requested services.

Advance Digital System: None.

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

On June 30, 2022, Cherry Bekaert announced that Parthenon Capital (Parthenon), a leading growth-oriented private equity firm, made a strategic investment in the Firm's business advisory practices. This investment helped enhance the Firm's offerings in its core practices, accelerated the Firm's growth plans, expanded the range of digitally driven, industry-aligned offerings to our clients, and advanced the Firm's commitment to continually improving the experience of our people. As of June 30, 2022, Cherry Bekaert LLP, a licensed CPA firm, provides attest services and Cherry Bekaert Advisory LLC provides business advisory and non-attest services. "Cherry Bekaert" is the brand name under which Cherry Bekaert LLP and Cherry Bekaert Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. For more details, visit cbh.com/disclosure.



2. General Firm Background & Information

a. Provide a background and a brief history of your firm.

Ranked among the largest assurance, tax and advisory firms in the U.S., Cherry Bekaert provides guidance and support that helps our clients move forward to reach their organizational goals. For more than 75 years, clients have relied on Cherry Bekaert to guide them forward. We provide digitally-driven, industry-aligned advisory, assurance and tax services, leveraging practical knowledge and proven experience to help clients meet their financial, operational, regulatory and strategic goals and objectives. With multidisciplinary industry practices, Cherry Bekaert offers the full range of accounting and advisory services you would expect from a Big 4 firm, tailored to privately- or publicly-held middle-market companies, Not-for-Profits and local, state and quasi-governmental organizations. **Clients choose us because we understand their unique challenges and growth opportunities, and afford them with the depth of knowledge, resources, experience and dedication to service they need.** Firm accolades include:

- ▶ Vault Accounting Top Ranked Firm 2026
- ▶ Best of Accounting Client Satisfaction 2025
- ▶ Accounting Today Top 100 Firms 2025
- ▶ Accounting Today Best Firms for Technology 2025
- ▶ Inside Public Accounting Top 100 Firms 2025

Headquartered in Raleigh, North Carolina, Cherry Bekaert serves clients across industries in all 50 U.S. states and internationally. With more than 2,800 associates and 50+ offices nationally, we have the depth of experience and specialized talent to address any financial situation and offer the highest caliber of personal attention, responsiveness and accessibility that our clients expect and deserve. Our experienced professionals know how to apply the best practices of internal audit, accounting and business to George Mason and can offer guidance through rapid growth and times of accelerated change. Let us be **Your Guide Forward** by delivering on our commitments to superior client service through:

- ▶ **Attention to Detail and Quality** - Outstanding service qualifications amplified by our commitment to prioritize your business and provide practical and timely support
- ▶ **Efficient, Business-Practical Guidance** - High levels of senior level involvement, continuity of service professionals and industry-focused consultation on a year-round basis
- ▶ **Value-Driven Relationships** - Streamlined, focused attention on your strategic, operational and financial objectives

b. Describe your firm's specialty areas, and their size.

With more than 2,800 professionals, we have the depth of experience and specialized talent to address your audit needs and offer the highest caliber of personal attention, responsiveness and accessibility that our clients expect and deserve. Below is the current breakdown of our labor force by job classification across all service lines (firm administration numbers not included):

Category	Number of Employees
Advisory Services	856
Assurance Services	607
Tax Services	607



Risk Advisory Services Practice

Cherry Bekaert's Risk Advisory Services (RAS) practice helps organizations leverage their system of internal control to better manage risk, enable growth, promote sustainable operations, protect value and build resilience. We bring our clients nearly three decades of experience in risk management, assessment and evaluation of internal controls and processes, regulatory compliance, corporate governance, accounting operations and information security. Highlights of our Firm and Risk Advisory Practice include:

- ▶ 900+ professionals firmwide carry one or more certifications (CPA, CIA, CISA, CEH, CISSP, CFE, etc.), including over 60% of our RAS Practice
- ▶ More than 200 Risk and Cyber professionals providing internal audit, controls, risk management, SOX/regulatory compliance, and cyber compliance/advisory services
- ▶ Approximately 50% of RAS personnel have Big Four accounting experience

Specialty services within our RAS Practice include the following:

Financial, Operational Control and Compliance Advisory Services	
▶ Entity-wide & process-level risk assessment ▶ Financial, operational, and special project audits ▶ Organizational effectiveness ▶ Audit planning, program review, and training ▶ Process improvements and optimization ▶ System of internal control design & implementation ▶ Policies and procedure development ▶ Internal control design evaluation ▶ Internal control operation testing	▶ Enterprise performance ▶ Corporate governance consulting ▶ Regulatory compliance and fraud risk assessment ▶ Efficiency and cost improvement analysis ▶ Internal audit co-sourcing and outsourcing ▶ Regulatory compliance specialties, including: ◦ Sarbanes-Oxley 404(b) and 404(a) ◦ FDIC/OCC ▶ Enterprise data analytics and reporting ▶ Forensic accounting and investigation support
Information Assurance and Cybersecurity Services	
▶ Cyber and Privacy Risk Assessments ▶ Penetration Testing ▶ Social Engineering ▶ Vulnerability Scanning (network, web, mobile) ▶ Cloud and On-Prem Security Architecture ▶ Security Configuration Assessments ▶ Cybersecurity Due Diligence ▶ Regulatory Compliance ◦ Privacy and Cyber (GDPR, CCPA, SEC Cyber Disclosure) ◦ Banking (FFIEC, GLBA, NYDFS)	▶ Contractual & Third-Party Requirements ◦ SOC Reporting ◦ ISO 27001, 27701, 27017 ◦ CMMC and NIST 800-171 ◦ NIST CSF and NIST 800-53 ◦ HITRUST CSF ◦ Payment Card Industry (PCI-DSS) ▶ Ransomware Readiness ▶ Identity and Access Management ▶ Business Continuity and System Resiliency ▶ Incident Response and Threat Hunting
Fraud and Forensic Services	
▶ Fraud risk assessment and control review ▶ Internal review discovery services ▶ Forensic accounting ▶ Fraud investigation	▶ Contract audit and dispute analysis ▶ Fraud training ▶ Fraud control maturity

Grants Management & Compliance Services

- | | |
|---|---|
| <ul style="list-style-type: none"> ▶ Grant Organizational Strategic Assessment, Funder Identification and Grant Application Writing ▶ Uniform Guidance Compliance ▶ Grant Administration Solutions ▶ Internal Controls Review and Development | <ul style="list-style-type: none"> ▶ Finance and Accounting Processes Maturity ▶ Indirect Cost and Cost Allocation ▶ Grant Management Gap and Opportunity Analysis ▶ Subrecipient Monitoring ▶ Single Audit and External Audit Readiness |
|---|---|

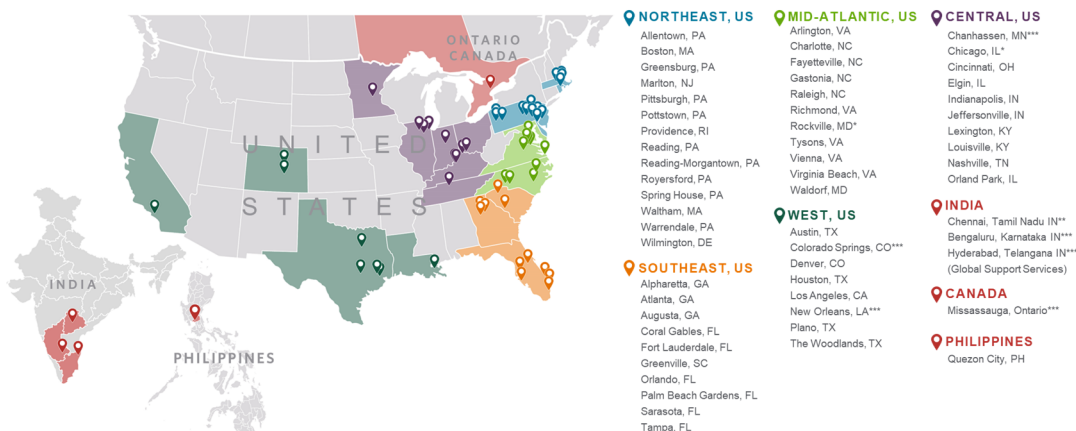
Digital Advisory Services Practice

Cherry Bekaert's Digital Services practice has 50+ consultants specializing in Automation/Analytics, Technology Advisory, IT Services and other Business Optimization areas. This practice delivers strategic management guidance, business intelligence and process automation to maximize productivity and financial performance while reducing risk. Our consultants bring specialized skills to help clients secure additional productivity and value from their information systems and technology assets. Our team's experience with IT Infrastructure, Information Security, Cloud solutions/services, and most major ERP platforms allows us to proactively identify both unmitigated risks and opportunities to streamline business processes, strengthen controls, and improve operational efficiencies. Service domains include:

- ▶ **ERP Consulting and Implementation** services to help businesses select and optimize ERP systems for improved performance and strategic goals.
- ▶ **Analytics & Automation** consulting across AI, ERP, cloud, compliance, security, and productivity to modernize your operations.
- ▶ **Managed IT Services** that reduce risk, lower costs, enhance productivity, and expand system capacity for business growth.
- ▶ **Business Process Optimization & Workflow Automation services** to eliminate manual effort and streamline tasks to reach full performance potential.
- ▶ **Technology Alliances** that enable us to deliver powerful technology capabilities that drive exceptional results.

c. Describe your firm's location and organization structure. Provide additional detail related to offices likely to serve George Mason.

Cherry Bekaert Regions & Markets



* Multiple Office Locations
 **GSS Contract Office
 ***Cherry Bekaert Advisory LLC Locations

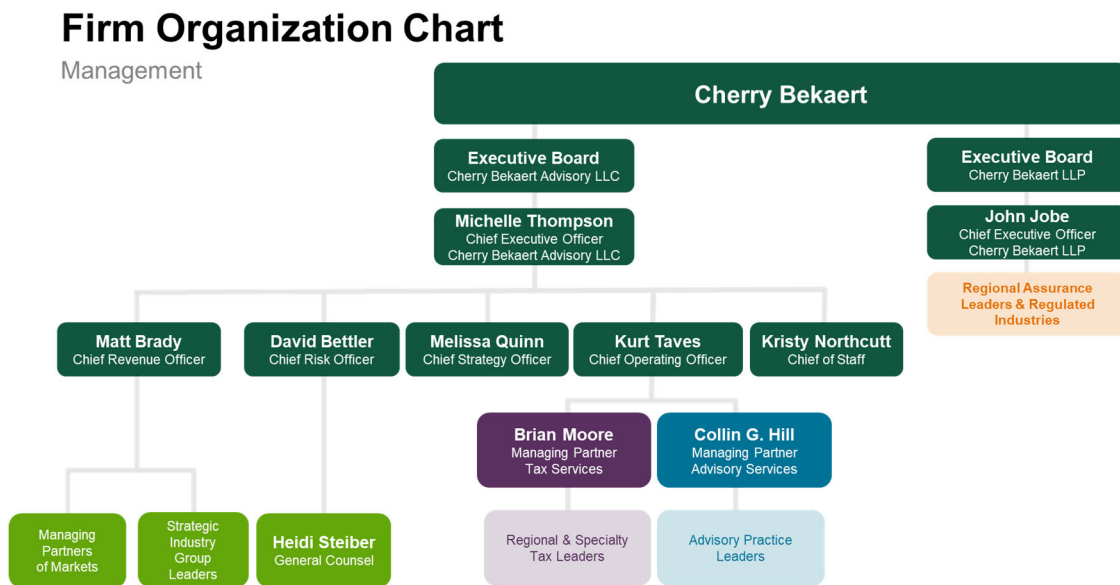


Offices Serving George Mason

Cherry Bekaert will draw upon the resources of the entire firm to best serve George Mason. By design, our firm-wide teams work in partnership to deliver all services. That means each engagement team is hand-picked from our 50+ offices, regardless of location, based on the skills and expertise needed to effectively execute the engagement. We employ a wide range of solutions and platforms to improve the efficiency, quality, compliance, integration and speed of our engagements, but also can be on-site as needed or as requested. We have numerous offices in close proximity to George Mason, including Tysons (VA), Rockville (MD), Arlington (VA), Vienna (VA), Richmond (VA), and Virginia Beach (VA).

Organizational Structure

“Cherry Bekaert” is the brand name under which Cherry Bekaert LLP and Cherry Bekaert Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. Cherry Bekaert Advisory LLC is not a licensed CPA firm. Cherry Bekaert LLP is a licensed CPA firm that provides attest services, and Cherry Bekaert Advisory LLC and its subsidiary entities provide business advisory and non-attest services spanning the areas of transaction advisory, risk and accounting advisory, digital solutions, cybersecurity and tax. For more details, visit cbh.com/disclosure. The Firm’s alternative practice structure is depicted below:



d. Describe the nature and extent of your expertise with higher education, research-oriented, or similarly-situated clients, including related information technology environments (including Banner, which is used by George Mason).

Higher Education Experience

Cherry Bekaert has worked with **85 universities/colleges and their related organizations** since 2022 (list provided in the Appendix). This is further bolstered by our depth and breadth of public sector experience and specialized knowledge gleaned from **serving more than 200 government clients**. Many of our experienced professionals have dedicated their careers to providing responsive, strategic and valuable risk-based accounting and advisory services to colleges and related organizations. Our personnel serve numerous higher education clients across the country and will leverage knowledge gained to serve George Mason. We also regularly offer best practice recommendations and suggestions on internal controls and business practices.



ERP & Information Technology

Information technology has become increasingly important to the business strategy and operations of all higher education and public sector entities. An increased dependency on technology to deliver meaningful benefits can also raise issues regarding security, integrity and control. At Cherry Bekaert, we understand how vital it is to manage these business and regulatory concerns, protect an entity's information systems and ensure compliance with regulatory requirements. Cherry Bekaert's Cybersecurity and Information Assurance Group has a significant number of consultants who are fully integrated within our engagement teams, working with other team members to identify key systems and controls for review and testing. This covers the overall information system environment, while incorporating tailored IT audit programs for George Mason's specific environment. This group has experience working with all major ERP packages, including Ellucian Banner, Blackbaud, Oracle Cloud/NetSuite/PeopleSoft/JD Edwards, SAP/SAP Business One, Microsoft Dynamics Business Central/Great Plains/Finance & Supply Chain, Sage Intacct, and Tyler Technologies, among others.

They also bring decades of information security experience ranging from HIPAA security assessments, FERPA, HITRUST, and risk management to technical security assessments, including vulnerability management and ethical hacking. These services have been delivered to a variety of customers from small to large organizations throughout an array of industries.

e. Describe the nature and extent of your expertise with providing supplemental audit resourcing (co-sourcing) services to clients similarly-situated to George Mason.

We protect public assets, drive compliance and increase taxpayer confidence with risk advisory services to support the unique needs of both higher education institutions and governmental organizations:

- ▶ Entity-wide and process-level risk assessments
- ▶ Internal Audit Strategy, Design, Planning and Training
- ▶ Internal audit co-sourcing or outsourcing, including, financial, operational, regulatory or program compliance, and special project audits
- ▶ Contract and performance
- ▶ Internal control testing
- ▶ Internal control maturity assessment and remediation
- ▶ System of internal control design and implementation
- ▶ IT audit and cybersecurity
- ▶ Organizational effectiveness
- ▶ Process improvements and optimization
- ▶ Policies and procedure development
- ▶ Enterprise Risk Management (ERM) design and implementation
- ▶ Fraud risk assessment design and implementation
- ▶ Fraud diagnostics
- ▶ Forensic accounting and investigation support
- ▶ Grant administration & compliance
- ▶ Quality assurance reviews
- ▶ Risk Analytics & Audit Automation
 - Risk Data Reporting
 - KPI/KRI Dashboards
 - Risk Management Process Automation
 - Audit Automation Through Advanced Data Analysis

We routinely deliver the same types of internal audit services that George Mason is requesting — both currently and for anticipated future needs. For example, at the District of Columbia Water and Sewer Authority, Cherry Bekaert is responsible for conducting hotline investigations as well as performing internal audits on Debt, Investments and Cash, IT General Controls, DEI, Work Order Management, AI Policy Governance, Safety, Strategic Planning Monitoring, and SCADA Environment Penetration Testing. The experience gained through service to a wide breadth and depth of public sector organizations provides us with invaluable insight into the issues and risks impacting you. Our portfolio of public sector experience includes risk advisory, consulting and internal audit co-sourcing projects.



The list below represents a sample our Higher Ed risk advisory/internal audit clients in the last 5 years.

▶ Abilene Christian University ▶ Central Piedmont Community College ▶ Converse University ▶ Elon University ▶ Florida Gulf Coast University ▶ Lander University ▶ Lipscomb University ▶ Morehouse School of Medicine	▶ NC Central University ▶ Rhodes College ▶ Sherman College of Straight Chiropractic, Inc. ▶ UNC Chapel Hill Office of University Counsel ▶ University of Georgia ▶ University of South Florida Alumni Association ▶ Wake Tech Community College ▶ Wofford College
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f. Describe any impending changes in your organization that could impact delivery of services.

There are no impending changes that could impact delivery of the services outlined in the RFP.

3. Relationships with Large Public Universities

a. Provide a list of major work your firm has conducted with George Mason, or similarly situated institutions, since January 1, 2023. Describe the nature of the work and cost.

Cherry Bekaert brings a wide variety of project experience with similar colleges and universities. Pricing for these engagements is considered confidential client information and has not been included.

Work with George Mason

- ▶ **George Mason University:** We assessed current processes and developed Risk Control Matrices (RCMs) for 15 SFPs, Treasury and Real Estate, identifying gaps and implementing enhancements. We also created standardized templates, documentation guidelines and an approvals matrix. Next, we focused on optimizing the month-/quarter-end close and reconciliation processes, including KPI benchmarking, data quality reviews and future-state checklist development. Deliverables included updated RCMs, reconciliation templates, close checklists, and a training program, all aligned with stakeholder feedback and designed to improve efficiency and control effectiveness.

Internal Audit Project Examples

- ▶ **Wake Tech Community College:** Cherry Bekaert has been Wake Tech's internal auditors for over four years. Examples of internal audits completed for Wake Tech are as follows:
 - Conducted EAGLE (Enhancing Accountability in Government through Leadership and Education) program audits for the past three years
 - Performed IT internal control testing and cybersecurity vulnerability assessments
 - Conducted three construction contract audits to evaluate risks and internal controls over construction contract processes at Wake Tech. We assessed policy adherence, procedures and internal controls, and provided the College with insights and perspectives on the root causes of any issues/opportunities for improvement. Our assessments included reviews of contractor payment applications/billings, change orders, contractor cost ledgers, reimbursable and fixed general conditions, and subcontractor bid processes.
- ▶ **Lander University:** We have performed several engagements for Lander University including:
 - Assisted leadership in reviewing and updating the University's risk assessment results under certain enterprise-level risk domains. Using a risk-based approach, we helped align internal audit resources with strategic, operational, compliance and reporting objectives to effectively monitor the University's risk management efforts. Our approach included collaborative discussions to assess the impact and likelihood of the identified risks and control maturity levels within the University Advancement and Foundation domains.



- Performed internal audits, including a remediation update for previous controls and reports, internal audit formalization and institutionalization, University Advancement and Control Self-Assessment, and a Procure to Pay P-Card Analysis project. We reviewed internal controls and processes, including grant management processes, to determine if the University was in compliance with requirements and that internal controls and related processes were adequately designed and implemented to mitigate identified risks. The internal audit projects included review and testing of financial, operational and compliance controls related to the audit area.
- Performed a compliance review of endowment management and the related process controls, specifically addressing the receipt, expenditure and recording of activities, including determination of allowable activity in accordance with the endowment document and donor compliance policies and procedures.
- ▶ **Fayetteville State College:** Cherry Bekaert assisted Fayetteville State University in reviewing federal and State grant sponsored construction projects to determine grant expenditure allowability, procurement compliance related to bidding and selection procedures, monitoring procedures, billing review procedures and internal controls. We constructed a compliance matrix detailing all the federal and North Carolina State statute requirement regarding construction, conducted key stakeholder workshops to map out the current workflow design and practice, and provided an executive level presentation detailing whether the University adhered to all regulations and policies pertaining to the construction projects sampled. In addition, we provided actionable recommendations for improving methods and procedures as they related to bidding and selection procedures, monitoring procedures, billing review procedures and internal controls.
- ▶ **Bronxville Union Free School District:** Conducted a risk assessment and developed an annual internal audit plan. Using the risk assessment, performed an internal audit of Information Technology General Controls. During this audit, we identified internal control deficiencies and opportunities for improvement, which can be implemented to strengthen the District's ITGC's related to Network Security. The audit included Governance/Strategic Planning, Network Security/Access Violation Monitoring including Continuous Vulnerability Management, Mail and Web Browser Protections, Malware Defenses, Network Infrastructure Management, Network Monitoring and Defense and Security Awareness and Skills Training, User Access, Physical Access, and Third-Party Provider and Backups across 5 systems.
- ▶ **North Carolina Central University:** Conducted a financial review encompassing three areas: 1) investigating a sample of unsupported transactions; 2) testing a sample of expenditures for compliance with the Purchase Card Manual and User Guide to determine allowable versus unallowable expenses over the past two years; and, 3) reviewing a sample of expenditures for compliance with Higher Education Emergency Fund (HEERF) requirements. The review resulted in targeted recommendations to Management to strengthen financial management practices across all three areas.

Fraud Investigations

- ▶ **System of 16 public community and technical colleges with over 70 campuses:** Working with a large local law firm, performed consulting and forensic accounting services regarding certain matters involving practices of the Office of Administrative Services under the guidelines of the Statements on Standards for Consulting Services, No. 1 by the AICPA. This included evaluation of compensation policies and procedures, and evaluation of actions taken regarding the Other Post-Employment Benefits (OPEB) Trust; and evaluation of Authority and Financial Practices governed by the Office of Administrative Services. The procedures were limited to those which legal counsel felt best met the client's information need.



- ▶ **Technical College serving more than 5,000 adult and high school students:** Performed a revenue/cash receipts process control review to help position them to leverage their systems of internal control to better manage risk, enable growth and promote sustainable operations over this process area. We evaluated if controls were in place and functioning as designed by management; identified high-risk areas and potential gaps, providing recommendations for process improvements based best practices to mitigate these gaps; and developed a roadmap of areas for management to evaluate further based on the high-risk areas.
- ▶ **Public University with more than 4,300 undergraduate and graduate students:** Performed a compliance review of endowment management and the related process controls, specifically addressing the receipt, expenditure and recording of activities, including determination of allowable activity in accordance with the endowment document and donor compliance policies and procedures.
- ▶ **Public Research University with more than 8,500 undergraduate and nearly 6,000 Graduate and Professional students:** Retained by University officials to support in quantification of its business interruption claim in connection with a major hurricane and COVID-19.
- ▶ **Research Foundation for a Public Land-Grant Research University:** Worked with the Direct Support Organization (DSO) that provides assistance to the research activities of the University faculty, staff and students to identify areas and unpaid amounts, if possible, where the research foundation may not be collecting all revenues to which they are entitled.
- ▶ **System of 12 State community colleges and five (5) universities with more than 85,000 enrolled students:** Developed a system-wide cost, revenue, and performance model for a state public higher education system with the ability to conduct full course- and program-level costing analyses. This included collecting several disparate data sets from both financial (e.g., general ledger, payroll, assets) and operational (e.g., enrollment) sources; processing, cleansing and linking data so it could be leveraged in the development of model allocation rules; built the model in a costing tool commonly used for financial and operational analysis at higher education institutions; and developed dynamic dashboards in Power BI using model output data.

Additional Project Experience

- ▶ **Connecticut Public Higher Education System:** Established a Cost & Revenue Analytics program across institutions to help the System understand the complete cost and revenue picture and align current performance to strategic priorities. This required collecting several disparate data sets from both the financial and operational groups. The data was processed, cleansed and linked so it could be leveraged to develop model allocation rules. We then pulled data into a commonly-used costing tool for financial and operational analysis and developed dynamic dashboards in PowerBI using model output data. The completed model and powerful reporting capabilities provided the System with the ability to conduct full course- and program-level costing analyses. The flexibility of the reporting allows System leadership to compare the performance of courses, programs, departments, etc., at a single university or benchmark a particular offering across colleges/universities.
- ▶ **North Carolina Central University:** Reviewed and updated Risk Control Matrices (RCMs) and internal workflows across the entire University, including procurements. Reworked financial reporting calendars and checklists, created detailed process mapping across many financial statement areas, and analyzed technologies and resources utilized for best practice recommendations.
- ▶ **Florida A&M University:** Performed a wide variety of accounting reconciliation procedures spanning multiple fiscal years, including investigation and resolution for various areas of funding, some with large dollar amounts of federal awards.



- ▶ **The Military College of South Carolina (the Citadel):** Created an Agreed Upon Procedure (AUP) to assist in their yearly and monthly close out processes along with identifying efficiencies in processes and positions. In order to meet these needs, we completed an on-site visit to their primary facility; reviewed Customer-provided items and audit deliverables to identify opportunities to improve processes; evaluated current Year End, Quarter End, and Month End checklist, milestones, and processes, relative effort to complete these tasks, and appropriate resources to complete and review related activities; reviewed other tasks, bond work, endowment management, and construction to identify operational efficiencies that can be less dependent on Excel or other less efficient tools; evaluated the Asset Manager position; and reviewed cash transactions processed through the state to identify opportunities to improve cash visibility and reconciliation within Banner.
- ▶ **Philander Smith College:** Performed a Business Process Requirements Assessment to recommend improvements in the current process to yield: a) improved financial reports produced more quickly and with less manual effort; b) reduced reliance on paper record-keeping; c) improved human resource processes; and d) a streamlined month-end and year-end close process. This engagement identified automation opportunities to enable the future state and related recommendations, including defined reporting and business intelligence requirements, prioritize reporting needs timeline, and research potential Jenzabar skilled report writing resources.
- ▶ **The University of Memphis:** Provided assistance with implementation of GASB 87, Leases, and GASB 96, Subscription-Based Information Technology Arrangements. This included evaluating current practices over contracts, identifying contracts within the scope of the accounting standards, and recommending improvement in contract-related controls to improve the capture of information necessary for ongoing compliance with the pronouncements. In addition, Cherry Bekaert provided assistance with evaluation of controls and completion of certain accreditation reporting matters.
- ▶ **Community College of Philadelphia:** Provided assistance with evaluation and completion of the financial reporting close process, including pension, other post-employment benefits (OPEB), investments, capital assets, leases and subscription-based information technology arrangements. In addition, Cherry Bekaert assisted with preparation of templates for the College's financial statements and completed statement first drafts. Lastly, Cherry Bekaert provided assistance with internal controls and processes to allow the College to evaluate financial statement line item variances from year to year.

4. Managing the Relationship with George Mason's Office of Audit and Compliance

a. Describe what your process would be for working with George Mason's Office of Audit and Compliance to deliver services in the event you are awarded a contract. Among other things, describe: 1. Knowledge, skills, and expected availability / capacity to deliver services.

Team Qualifications

The Cherry Bekaert team responsible for George Mason's account brings specialized knowledge in the unique accounting, auditing and compliance issues you face. Each engagement team is handpicked for alignment with the special needs and considerations of clients like George Mason. We commit to provide timely and helpful responses to time sensitive questions; your engagement team is available to you throughout the project. We ensure frequent and direct access to the partners, directors and managers who maintain responsibility for the engagement, employing a high ratio of partners and senior managers to staff. This allows the Firm to staff and supervise engagements with a higher level of experienced staff than most firms.



The entire engagement team that serves George Mason will work together to share information, documents and what we all know about your business and service needs (goals, other relationships, delivery expectations, etc.). We will have periodic meetings with you to hear about your business and learn from them. This approach promotes stability by effectively sharing knowledge and collaboratively developing engagement solutions. Your proposed team includes seasoned professionals with extensive experience and specialized knowledge serving the higher education institutions and the public sector. They bring credentials such as Certified Public Accountants (CPA), Certified Internal Auditors (CIA), Certified Information Systems Auditors (CISA), Certified Fraud Examiners (CFE) and Certified in Financial Forensics (CFF), and many others.

Capacity

We are currently committed to perform similar engagements for numerous public sector entities across the country. However, George Mason will have a dedicated team committed to your engagement and meeting your timelines. At Cherry Bekaert, we employ an industry-first approach where all associates have the opportunity to pursue industry specializations and develop technical experience as they progress in their careers. Our Firm-wide RAS practice has more than 200 professionals experienced and trained to understand the many facets of the public sector, affording us with ample capacity to serve George Mason. The RAS practice coordinates and allocates all resources and talent for public sector engagements and is responsible for assuring seamless service delivery and quality control. We focus on having teams with the right skills, knowledge and expertise to serve you and who are capable of exceeding client expectations.

2. Familiarity and capability to conform to the Institute of Internal Auditors' Global Internal Audit Standards.

Cherry Bekaert's Risk Advisory Services practice bring nearly three decades of experience in risk management, assessment and evaluation of internal controls and processes, regulatory compliance, corporate governance, accounting operations and information security. From our significant work providing similar internal audit and related services to a substantial base of public sector clients, we are very familiar with the relevant Institute of Internal Auditors (IIA) standards and have the capability to perform all facets of work under this RFP. We will plan and perform our professional services under your direction using Statements on Standards for Consulting Services (SSCS) issued by the American Institute of Certified Public Accountants (AICPA) and the International Standards for the Professional Practice of Internal Auditing (*the Standards*) issued by the Institute of Internal Auditors. As such, the internal audit services shall conform to the Standards for the Professional Practice of Internal Auditing, the Code of Ethics contained in the Professional Practices Framework as promulgated by the Institute of Internal Auditors, and generally accepted government auditing standards. We also expect to leverage the COSO 2013 *Internal Control-Integrated Framework* throughout the engagement.

3. Process for scheduling firm resources to deliver services.

To match resources to assignments, develop staffing plans and ramp up resources to deliver services while minimizing disruptions to the George Mason, we will:

- ▶ Designate a Relationship Partner to coordinate service delivery. Danny Martinez is available to ensure your expectations are met or exceeded. He can help call upon the resources of the Firm to meet the special needs of George Mason. Danny will partner closely with Denise Lippuner, Internal Audit Engagement Partner, to coordinate and deliver all services to George Mason.
- ▶ Assign team members based on their unique skills, expertise and prior experience.
- ▶ Supplement each engagement with veteran technical specialists.

- ▶ Develop a client service plan to guide and direct our efforts. During transition and engagement planning, we spend time making sure we understand your goals, objectives, challenges and other advisers important to your organization. The client service plan is then used to guide and direct our efforts and communication throughout the year, and includes timelines, standard checklists and involvement of specialist resources.
- ▶ Assign internal audit leaders, quality reviewers and managers to streamline interactions and ensure quality completion of work.
- ▶ Operate from a shared, comprehensive client service plan to ensure alignment with desired expectations.
- ▶ Meet internally on a weekly basis with Resource Management and the Engagement Partner and Project Managers to discuss scheduling needs.

Additionally, we believe knowledge, efficiency and effectiveness are optimized over time in a client relationship. Therefore, we strive to maintain continuity in partners and key professionals from year to year. Through the mentoring and development of our staff, we normally experience a progression of staff responsibility during the years of service on the engagement, allowing their knowledge of the client to increase the efficiency of our team. For many of our tenured clients, we have professionals that began as staff accountants and progressed to serve as managers, senior managers and partners on that engagement. We will periodically introduce new staff to our clients as bringing fresh talent and insight to the engagement team provides new ideas, while maintaining overall team continuity to create efficiency and reduce the learning curve for new team members.

4. Supervision of firm resources should firm personnel be asked to supervise specific work.

Pursuant to IIA Standards, ongoing monitoring is an integral part of the day-to-day supervision, review and measurement of the internal audit activity. Ongoing monitoring is incorporated into the routine policies and practices used to manage the internal audit activity and uses processes, tools, and information considered necessary to evaluate conformance with the Code of Ethics and the Standards.

It is Cherry Bekaert policy that all engagements be properly planned, performed, supervised, reviewed, documented and reported upon in accordance with the requirements of regulatory authorities, the Firm's standards and professional standards. We continuously monitor our quality control system and inspect it annually to ensure that our policies and procedures are designed suitably and applied effectively throughout service delivery. The Firm engages in a number of measures to help ensure the quality of our work, including annual internal inspections performed by subject matter leaders independent of the engagement team and multiple engagement-specific quality control procedures. From a deliverables standpoint, we also employ the following quality control procedures:

- ▶ **Work Paper Review** - all client work papers are reviewed by at least one individual at a level higher than the preparer.
- ▶ **Deliverable Review** – deliverables are reviewed by another individual at the same level or one level higher than the preparer, and then by a Partner or Managing Director.
- ▶ **Frequent Partner and Manager Interaction** - our partners and managers are heavily involved in all engagements. This allows the leaders of our Firm, who are also leaders in the audit and management consulting field, to monitor the quality of all work.



5. Capability, and related process, to share cross-industry and higher-education industry information related to: a. “Best” practices b. Benchmarks c. emerging higher education risk areas d. internal audit practices e. additional topics of interest

At Cherry Bekaert, we bring a deep and practical understanding of what “good” looks like in internal audit functions, grounded in years of experience working alongside audit departments across industries. Our team has partnered with internal audit leaders to help them mature their functions—whether that means drafting and refining internal audit charters and policies, implementing Governance, Risk, and Compliance (GRC) solutions, or enhancing Audit Committee reporting to align with leading practices.

We go beyond assessment—we partner in building solutions. Our approach is collaborative and tailored, ensuring that internal audit teams are not only compliant with IIA Standards but also positioned to deliver strategic value to their organizations. A key differentiator in our approach is our hands-on experience helping internal audit departments evolve. We’ve supported clients in standing up new internal audit functions, optimizing existing ones, and integrating risk management frameworks that align with enterprise goals. Our work often includes designing risk-based audit plans, establishing performance metrics, and embedding continuous improvement practices. We understand the nuances of internal audit maturity models and help clients progress along that continuum with practical, actionable guidance.

In addition to our advisory work, Cherry Bekaert has conducted numerous External Quality Assessments (EQAs) and Quality Assessment Reviews (QARs) for organizations of varying size and complexity. Our experience has given us a clear lens into what high-performing internal audit functions look like. We bring this insight to every engagement, ensuring our evaluations are not only thorough and objective but also forward-looking—providing meaningful recommendations that help audit functions become more agile, risk-aware, and strategically aligned. Ultimately, our goal is to deliver more than just a compliance check. We aim to provide your Internal Audit department with a roadmap for continued excellence—grounded in best practices, tailored to your organization’s unique context, and informed by our extensive experience across industries and sectors.

Industry Commitment & Thought Leadership Offerings

We recognize the community and social impact our Higher Education clients have and how they affect our lives, and we commit our resources, talents and attention to these institutions. Our commitment is demonstrated by our education efforts for both our clients and other Higher Education institutions. At Cherry Bekaert, offering thought leadership for our clients is as important as offering it for our employees. We offer a series of resources and programs designed to share industry best practices while limiting your financial burden. Visit cbh.com/subscribe to sign up and manage your communication preferences. Additionally, Cherry Bekaert plays an active role with numerous industry and trade associations, including:

- ▶ Active member of **NACUBO**
- ▶ Sponsor and frequent speaker for **SACUBO**
- ▶ Sponsors and frequent speakers for **NCICU** and Advisory Board member of the **NC Independent College Fund**
- ▶ Team sponsor of the **NCICU** Ethics Bowl
- ▶ Content development and lead instructors in **SACUBO’s Business Accounting Track program** at the annual Fall Workshop

6. Demonstrate use of AI and data analytics in audit engagements including: a. Full-population data analysis for anomaly detection b. Predictive risk modeling and trend analysis c. Automation of control testing and audit procedures d. Integration with existing ERP and data systems e. Visualization tools and dashboards for audit insights

Use of Technology

Cherry Bekaert employs and offers expertise in a wide range of solutions and platforms to improve the efficiency, quality, compliance, integration and speed of our engagements:

- ▶ **Suralink** – Secure Document Transfer and Management
- ▶ **AuditBoard** – Audit, Risk and Compliance Management platform
- ▶ **PoweBI** – Data Visualization, Detailed Analytics, and Interactive Dashboards
- ▶ **Tableau** – Data Visualization, Detailed Analytics, and Interactive Dashboards
- ▶ **Lucidchart** – Governance, Risk & Compliance Platform
- ▶ **IDEA** – Data Analysis for trends/anomalies
- ▶ **MindBridge** – AI Automation for Errors/Misstatements and High-Risk Items
- ▶ **Alteryx** – Data Prep and Analytics
- ▶ **Hyperproof** – Governance, Risk & Compliance Platform
- ▶ **BlackLine** – AI for Financial Operations
- ▶ **Pandas** - Data Analysis and Manipulation Tool

Our approach is supported by a library of methodologies, programs, tools and templates that have been developed based on previous engagements with similar topics and regulatory expectations. These accelerators can be leveraged throughout the engagement to drive efficiencies and execute key activities. George Mason will receive on-time, on-budget and high-quality service through service delivery and project management tools such as:

- ▶ **Detailed project plan and budget analysis** – Planning templates to agree on stakeholder alignment, governance, and oversight; roles and responsibilities; and project scope, budget tracking and timeline to meet key milestones.
- ▶ **Status Reporting** – Regular visibility to progress and issues identified in the execution of the engagement activities, including real-time reporting of issues
- ▶ **Observation and Issue Escalation** – Continuous maintenance of and focus on resolution of project issues, with clear and appropriate project status communication and issue escalation to stakeholders
- ▶ **Change Management Control Process** – Defined approach to address required changes to schedule, scope and budget

Data Analytics

We believe in keeping projects focused but flexible to deliver high quality and integrity in a timely manner for the entire organization. Our methodology and process begins with engaging and collaborating with stakeholders at all levels of your organization to understand the current state of client challenges and desired future state. We then develop solutions to integrate systems, streamline workflows, optimize operations, drive automation and deliver timely and actionable analytics. As a digital transformation advisor, we can help you achieve breakthrough results with modernized analytics for real-time visibility and insights, with solutions designed to meet you where you are in your data journey. Our Business Intelligence and Analytics solutions can integrate accumulated past and present data to transform your overall performance, enhance workflows, drive automation and deliver abundant real-time analysis. We help you modernize and optimize reporting while minimizing disruption and empowering employees to reach their peak productivity/performance.



Proposal for George Mason University

We identify integration points within your systems to efficiently and seamlessly bring all of your data and business processes into an easy to use, scalable and secure platform. Our team provides ideas and supports clients from strategy to implementation through optimization and rationalization, providing:

- ▶ Data Strategy and Roadmap
- ▶ Data Integration & Modeling
- ▶ Process Automation & Workflow
- ▶ Data Visualization, Dashboards and Analytics
- ▶ Data Management, Governance & Architecture
- ▶ Software Licensing, Training and Support
- ▶ Predictive Analytics & What If Scenarios

We will listen to your concerns every step of the way to better understand:

- ▶ What are your biggest challenges?
- ▶ What makes you less efficient or effective?
- ▶ What keeps you up at night?

Answering these questions will help us determine the best path to visualize your data. We will work with you to define and establish efficient and scalable processes that can be augmented with your technology and people to define, develop and deliver analytics to meet your strategic goals and objectives. We deliver strategic management guidance, business intelligence and process automation to maximize productivity and financial performance while reducing risk. Our team brings specialized skills to help you secure additional productivity and value from our information systems and technology assets. Our Analytics and Insights team provides ideation and extends from strategy to implementation through optimization and rationalization and is structured to meet you where you are in your data journey. Our team of strategists, technologists, and analysts have broad industry experience and keep business acumen across the not-for-profit, government, professional services, healthcare and life sciences sectors.

Select Project Examples

North Carolina Housing Finance Agency's (NCHFA)

We performed data analytics for the third-party provider for the Homeowner Assistance Fund (HAF) program. Cherry Bekaert built an automated data and analytics quality assurance framework to independently ingest data from a source application to generate a full population of report line items (3,000+). The line items were then compared to a draft report provided by the third-party provider. The QA output was subsequently visualized and scored for each reporting cycle (Weekly, Quarterly) to isolate discrepancies for further investigation. Such an approach enabled the client to identify, check, and rationalize reporting errors, as opposed to random checking a handful from thousands. The framework inherently streamlined remediation and audit documentation as well as ad hoc review of specific cases.

Anne Arundel County, MD

Cherry Bekaert improved the targeting of high-volume transaction activities, such as P-Cards to facilitate more frequent audits, providing better proximity to anomalous event dates from 100s of thousands of individual transactions from card providers application. The P-Card continuous monitoring program was built from our established analytics library tools to automate data ingestion and analysis that can subsequently be visualized in an interactive Tableau Dashboard. The analytics provided an accumulated and aggregated risk score from multiple risk factors (spend location, split transactions, relative transaction size, time of spend, banned merchants and items, etc.) for each transaction to help predict propensity for FWA. The County Auditor reviews and monitors the PCard activity for usage and management in alignment with key internal controls. This PCard tool provides the County Auditor with an enhanced ability to better target areas for audits and sampling to evaluate and test areas of concern.

North Carolina Office of Recovery and Resiliency (NCORR)

Cherry Bekaert evaluated more than 12,000 applications to identify duplicative, invalid, and approved submissions. We leveraged Tableau, Databricks, and Excel to automate testing of application processing times, vendor payments, and inspection records. We also performed trend analyses across strategic planning, budgets, expenditures, and hurricane-related funding. To support this work, we integrated NCORR Homeowner Recovery Program (HRP) data from multiple systems, including the North Carolina Accounting System (NCAS), North Carolina Financial System (NCFS), HUD's Disaster Recovery Grant Reporting (DRGR) system, and Salesforce.

7. Describe your process for working with George Mason's Office of Audit and Compliance to administer the overall engagement. Among other things, describe: a. The individuals likely to administer and provide overall oversight to the engagement. Provide resumes. b. Invoicing and payment processes.

Relationship Management

We use a "relationship partner" concept to maintain continuity of service over time and a proactive understanding of your service needs. This means that one person is ultimately responsible for all aspects of all services provided to George Mason. The relationship partner has the overall responsibility for coordinating all services and ensuring that George Mason receives timely and innovative support and that we meet or exceed your expectations.

The relationship partner can make decisions on the spot and call upon the resources of the Firm to meet the special needs of each client. Danny Martinez will serve as relationship partner for George Mason. In addition to ensuring service quality and consistency, involvement of a relationship partner:

- ▶ Improves the effectiveness of the process and ensures compliance with our quality assurance system
- ▶ Integrates expertise and, through active participation and observations, allows us to identify opportunities to consult you on industry-related issues

We also develop an annual client service plan to ensure we meet your needs and expectations. The client service plan guides and directs our efforts and communication throughout the year. During our initial client service planning meeting, we spend time making sure we understand your goals, objectives, challenges, and other advisers important to your organization. The client service plan is then used to guide and direct our efforts and communication throughout the year. This includes timelines, onsite visits, and involvement of specialist resources.

Project Management & Progress Reporting

Our industry specialists have the technical expertise and project management experience to deliver this engagement on time, on budget, and with minimal disruptions to your staff. At the onset of the engagement, we will meet with you to:

- | | |
|--|---|
| ▶ Discuss timeline, objectives, and key deliverables | ▶ Identify key stakeholders |
| ▶ Discuss the use of technology and information sharing | ▶ Request documentation and schedule discovery meetings |
| ▶ Discuss communication plan, status meetings, schedule, and reporting | ▶ Plan for addressing potential issues that may arise |



Proposal for George Mason University

After the meeting, we will create a schedule of documents to be provided, along with dates needed. Time-critical events will be established, as well as benchmark dates for meetings to discuss engagement progress. We will work with you to determine the timeline that best meets your needs and fits with your schedule. Open, frequent communication throughout the engagement is part of our firm's culture and an integral part of our service philosophy. During the course of the engagement, we will provide regular status updates via conference call, Microsoft Teams, in person meetings and/or email; whichever is preferred by George Mason's stakeholders and management. We will discuss options within our technology tools such as Smartsheet® for reminders, notifications of completed tasks, etc. We will establish a standard agenda for status meetings. Proposed agenda items include:

- ▶ Current status of the project
- ▶ Open items (Cherry Bekaert Team and George Mason)
- ▶ Any potential delays or issues
- ▶ New developments
- ▶ Potential problems and mitigation plan to address
- ▶ Status of budget
- ▶ New or developing regulations, executive orders, and industry updates

Our regular status meetings with management help to ensure timely delivery of services, a seamless working relationship with George Mason personnel and a mutual understanding and agreement on the progress of the engagement and upcoming deadlines. These status meetings also allow us to have a “no surprises” engagement and keep all relevant parties engaged and informed throughout the process. Any potential issues identified are discussed as they develop. We facilitate effective/efficient communication, service management and coordination of activities while minimizing disruptions to George Mason by:

- ▶ Establishing a centralized leadership team to streamline and coordinate interactions and ensure quality completion of work.
- ▶ Operating from a shared, comprehensive client service plan we can ensure alignment with desired expectations. We make decisions locally, without the multi-level bureaucracy of larger firms, while also being able to call upon the resources of the Firm in meeting your unique needs.
- ▶ Employing a high ratio of leaders and specialists to staff, which allows us to supplement and supervise engagements with a higher level of experienced staff than most firms. Per Firm policy, we will maintain adequate supervision of all staff on a day-to-day basis in the field, in the office or remotely.

The team will incorporate all project deliverables into our project management approach, including a project plan, project timeline and regular project status reports as requested. Throughout all phases of the engagement, we will conduct continuous reviews of the work being performed to:

- ▶ Ensure smooth progress
- ▶ Address issues as they arise
- ▶ Exceed your expectations of the engagement



Proposed Key Engagement Team Members

Team Member Name, Title, & Firm	Engagement Role
Denise Lippuner - Partner, Cherry Bekaert	Engagement Partner
Danny Martinez - Partner, Cherry Bekaert	Relationship Partner
Steve Ursillo - Partner, Cherry Bekaert	Cybersecurity and Data Privacy Subject Matter Specialist
George DelPrete - Managing Director, Cherry Bekaert	ERP Systems Subject Matter Specialist
John Collier - Managing Director, Cherry Bekaert	Fraud, Forensics and Investigations Subject Matter Specialist
Jason Sturdevant - Senior Manager, Cherry Bekaert	Higher Education Subject Matter Specialist
Samantha Boyce - Senior Manager, Cherry Bekaert	IT Audit Subject Matter Specialist
Sam Halaby - Senior Manager, Cherry Bekaert	Data Analytics Subject Matter Specialist
Poupee K'Vang - Manager, Cherry Bekaert	Grants Management Subject Matter Specialist
Tiffany McCoy - Manager, Cherry Bekaert	Internal Audit Project Manager
Rachel Drishinski - Senior Associate, Cherry Bekaert	Internal Audit Senior Associate
Chris Leffler - Senior Associate, Cherry Bekaert	Internal Audit Senior Associate
Lamar Norwood - Senior Associate, Cherry Bekaert	Internal Audit Senior Associate
Marshal Pennock - Senior Associate, Cherry Bekaert	Internal Audit Senior Associate
Emily Abrell - Associate, Cherry Bekaert	Internal Audit Associate
Jared Cohen - Associate, Cherry Bekaert	Internal Audit Associate
Sriram Peri - Data Strategist and Architect, Advance Digital Systems	Subcontractor – Data Analytics & Dashboarding

Detailed biographies are provided as an Appendix.

8. Provide a sample engagement letter template likely to be used in this engagement.

A sample Master Services Agreement has been included in section 1. Procedural Information.



9. Provide names, firms, and contact information for three (3) reference clients with whom you have had a successful working relationship.

The best indicator of our ability to serve clients in a professional yet personalized manner is the outstanding reference provided by our clients. Provided are some of our references served by members of your engagement team. We can provide additional references if needed. We encourage you to call any of the individuals listed and ask them about our services and experience.

Wake Tech Community College – Various Internal Audits

Nathan Brown, Director of Cyber Security and CISO

P: 919.866.5822 | E: nabrown1@waketech.edu

North Carolina Housing Finance Agency (NCHFA) – Data Analytics and Dashboarding for Internal Audit

Jennifer Percy, General Counsel

P: 919.850.2781 | E: jpercy@nchfa.com

District of Columbia Water and Sewer Authority – Various Internal Audits

Francis Cooper, Director, Enterprise Program Management Office (EPMO)

P: 202-787-2439 | E: Francis.Cooper@dcwater.com

5. Information Protection

a. Describe the protections you will use to safeguard information obtained during engagements from unauthorized use and disclosure, including, but not limited to, personal facts and circumstances related to individuals as well as information related to George Mason's actual or anticipated business facts and circumstances.

Cherry Bekaert has developed a program and put security policies and procedures in place to:

- ▶ Safeguard client and firm data
- ▶ Proactively monitor for potential issues and react should issues arise

Cherry Bekaert utilizes technologies such as encryption, firewalls, web filtering, end point protection, email filtering, intrusion prevention and intrusion detection to help secure data. We use secure, web-based document management solutions via Net Link Solution and Box for clients to transmit data files to the team. Authentication to these portals utilizes unique login credentials and data is encrypted at rest and in transport in these environments. There is a response team identified to assess, react to and report any incidents in accordance with state laws. Cherry Bekaert utilizes third party technologies and hires security professionals to assess our security environment, identify potential vulnerabilities and recommend solutions to remediate. In instances where the Firm utilizes third party providers to store or process data, due diligence is performed to ensure the provider will employ the necessary measures to safeguard the data we entrust to them.



Our policy is to secure Firm information, commensurate with its classification, regardless of the media on which it is stored, the manual or automated systems that process it, or the methods by which it is distributed. All of the Firm's information assets will have a Senior Manager (or higher level of Management) as Owner, who is responsible for the classification of and access controls to the information. The security must protect Firm Information commensurate with its classification, against unauthorized modification, disclosure, or destruction (whether accidental or intentional). All personnel are responsible for using the appropriate safeguards to provide for the security of the Firm's information assets and must have annual training regarding the safeguard of the Firm's information. Theft or unauthorized or improper use of the firm's information will be considered a violation of this Policy and is subject to disciplinary action, up to and including termination. Ensuring successful achievement of the Firm's information security goals can only be accomplished with a commitment by all personnel.

Summary of Cherry Bekaert Security Governance Policies/Procedures

- ▶ All of Cherry Bekaert Security Governance policies and procedures follow NIST 800-53 and/or ISO 27000 series security framework controls

Summary of Cherry Bekaert Internal Controls

- ▶ Firewalls and Intrusion Prevention/Detection controls applied across the Cherry Bekaert network
- ▶ Anti-virus/Anti-malware and hard-drive encryption applied on all Cherry Bekaert laptops
- ▶ Single Sign-On (SSO) and multi-factor authentication enabled on all internal and Software as a Service (SaaS) applications
- ▶ Email filters and web proxy applied on Cherry Bekaert laptops both on and off network
- ▶ Data Loss Prevention (DLP) applied to email and critical file services
- ▶ Data Encryption at rest and in transit across all Cherry Bekaert platforms

6. Cost of Service

Provide hourly rates for all services described herein. Please conform your specific job titles to these experience levels, and submit a reference to the corresponding job title and experience level. Pricing should be submitted on Bonfire on the Pricing Table. A file explaining the corresponding job title for your company and the experience level requested for pricing should be uploaded with your proposal in Bonfire.

The Pricing Table and Corresponding Titles to Pricing Table Levels have been uploaded separately in Bonfire.

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

The hourly rates provided in our Pricing Table do not include travel-related expenses. Cherry Bekaert will not charge George Mason for any travel conducted within a 50-mile radius of its Fairfax campus. Cherry Bekaert understands travel expenses will only be paid on a reimbursement basis in accordance with George Mason's policies and GSA per diem rates if personnel are traveling outside a 50-mile radius of the Fairfax campus.



Proposal for George Mason University

b. Provide information related to volume / discount breakpoints.

We maintain consistent rates across engagements rather than offering volume discounts, ensuring transparency and uniformity in our pricing.

c. Provide a sample invoice for your services. George Mason has provided an example invoice as Attachment C – Sample Invoice Format showing an acceptable breakdown for an example project. At a minimum, contractors are required to provide a breakdown of the hours worked, the rate, all fees, and the total per engagement/project or per day for these services.

A Sample Invoice has been uploaded separately in Bonfire.

Appendix - Engagement Team Biographies



Denise Lippuner

Partner, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Leader

CPA: Maryland - 0015608, Virginia - 41352

As the Government and Public Sector Risk Advisory Leader at Cherry Bekaert, Denise serves as the Engagement Partner over GPS clients including all Higher Education Internal Audit clients.

Denise brings more than 35 years of experience in assisting organizations predict, prepare, protect, manage and respond to risk through the development and implementation of holistic and innovative solutions. In addition to assisting organizations with developing and implementing internal control, risk management and grant management programs, she assists agencies with audit readiness and remediation activities with an eye towards improving financial and operational process.

Denise began her career with the Government Accountability Office (GAO) performing pre-CFO Act audits. This experience led to a desire to help public sector organizations improve financial and risk management processes, both as an auditor and as a consultant. Prior to joining Cherry Bekaert, she was a partner at a large firm and a global technology company, responsible for leading their Public Sector Risk Advisory practices.

Education & Certifications

B.S. in Accounting, Virginia Tech

Certified Public Accountant (CPA)

Certified Government Financial Manager (CGFM)

Focus Areas

- ▶ Enterprise Risk Management
- ▶ Financial Accounting and Reporting
- ▶ Grants Management and Compliance
- ▶ Cost Allocation and Indirect Costs
- ▶ Risk Assessment Services
- ▶ Internal Audit & Controls
- ▶ Audit Readiness and Remediation
- ▶ Fraud, Waste and Abuse Investigations
- ▶ Risk Advisory

Professional & Community Involvement

- ▶ Association of Government Accountants



Danny Martinez

Partner, Cherry Bekaert Advisory LLC

CFO Advisory Services

CPA: Texas - 114600

As a Partner at Cherry Bekaert, Danny provides advisory and training services to a wide range of government and public sector (GPS) entities, including municipalities and their component units, counties, school districts, public universities, special districts, tribal governments, airports, ports and hospitals. As a CFO Advisory Partner, Danny is responsible for the quality and growth of the firm's GASB-as-a-Service, Finance Modernization, and other accounting advisory services for GPS clients, including higher education institutions. Under his leadership, Cherry Bekaert has experienced significant growth in these services and achieved high client satisfaction and retention scores for Governmental Accounting Pronouncement Implementations. Danny has led previous engagements with George Mason University, including the Risk Control Matrices project, and appreciated the collaborative nature and technical sophistication of the University.

Danny's extensive experience is showcased through his presentations on various governmental industry and accounting topics at both national and regional conferences. He presented at national GFOA and National Association of State Controllers (NASC) conferences. Danny ensures that clients receive top-tier guidance and support throughout his projects. Danny is the past Zone 3 (GASB) Chair of the American Institute of Certified Public Accountants (AICPA) Technical Issues Committee, a group that provides a voice for its constituents in the standard-setting process. Additionally, Danny is a founding member of the firm's Government Standards Outlook Committee, a group of technical leaders who stay abreast of all upcoming GASB, OMB, and AICPA changes and provide comment letters to those bodies.

Education & Certifications

B.S. in Accounting, University of Southern California

Certified Government Financial Manager (CGFM)

Focus Areas

- ▶ GASB Technical Accounting
- ▶ Public Speaking and Training
- ▶ Governmental Accounting Pronouncement Implementation
- ▶ Process and Technology Accounting Transformation
- ▶ Strategic Accounting Projects
- ▶ Audit Preparation and Year-End Close Assistance
- ▶ ACFR or Financial Statement Writing or Refresh
- ▶ Surge Team Urgent Accounting Assistance
- ▶ Finance Modernization
- ▶ Finance Transformation

Professional & Community Involvement

- ▶ Past GASB Zone Chair, AICPA Technical Issues Committee
- ▶ Association of Governmental Accountants, Dallas and New Mexico Chapters



Steven J. Ursillo, Jr.

Partner, Cherry Bekaert LLP

Partner, Cherry Bekaert Advisory LLC

Cybersecurity

CPA: California - 103626, Delaware - CA0002357, Rhode Island - 2884

Steve serves as Cherry Bekaert's National Leader for the Information Assurance & Cybersecurity practice. He specializes in risk management, internal control over financial reporting, information system security, privacy, cyber fraud prevention and detection, security and privacy governance, and IT assurance services.

Steve is a nationally recognized writer and speaker on issues in the forefront of cybersecurity, risk and technology publications. He has delivered numerous presentations for various professional organizations and the public. In addition, Steve has provided end-user security awareness training to several clients' staff, managers, directors, board members and to the general public. He has also performed live hacking demonstrations on simulation systems including network, wireless, mobile, application and web application attacks.

Education & Certifications

- ▶ Masters of Computer Information Science, Boston University
- ▶ Bachelor of Science in Business Administration, Bryant University
- ▶ Certified Internal Auditor (CIA)
- ▶ Certified Global Management Accountant (CGMA)
- ▶ Certified Fraud Examiner (CFE)
- ▶ Certified Information Security Manager (CISM)
- ▶ Certified Information Technology Professional (CITP)
- ▶ Certified in Governance and Enterprise IT (CGEIT)
- ▶ Certified in Risk and Information Systems Controls (CRISC)
- ▶ Certified Ethical Hacker (CEH)
- ▶ Certified Common Security Framework Practitioner (CCSFP)

Focus Areas

- | | |
|--|----------------------|
| ▶ Cybersecurity | ▶ Internal Controls |
| ▶ SOC 1/2/3 | ▶ IT Risk Assessment |
| ▶ HIPAA/HITRUST | ▶ Privacy |
| ▶ Ethical Hacking and Vulnerability Management | |

Professional & Community Involvement

- ▶ American Institute of Certified Public Accountants (AICPA)
- ▶ System and Organization (SOC) Task Force, AICPA
- ▶ National Council, Information Management and Technology Assurance Committee (IMTA), AICPA
- ▶ Co-chair, IMTA Cyber Security Task Force, AICPA



George DelPrete

Managing Director, Cherry Bekaert Advisory LLC

Government & Public Sector Technology Advisory

Analytics & Automation Leader

As Managing Director of Cherry Bekaert's Global Public Sector Technology Solutions practice, George works alongside Firm leadership to identify and develop new, innovative digital solutions aligned to public sector clients. He has more than 25 years of experience advising clients in large-scale technology and organizational transformation initiatives, including business applications, analytics, process re-engineering, Enterprise Resource Planning (ERP), shared services, operational improvement, IT consolidations, agile development and program management. George helps clients determine how best to modernize and upgrade end of life ERP systems, including developing cost estimates and schedules for migration. He has provided advisory services for:

- ▶ **ERPs** such as Oracle, SAP, CGI Momentum, Infor, and Sage Intacct, including core modules (AP, AR, GL, HR Payroll/Timekeeping, Reporting)
- ▶ **Reporting packages** such as SAP Hana, Business Objects, Crystal Reports and Oracle Business Intelligence
- ▶ **Visualization tools** ranging from Tableau and PowerBI to Qlik

Prior to joining Cherry Bekaert, George was a client service partner for a consulting firm where he helped create and grow its federal practice, providing modern cloud and automation technology solutions. George also held various leadership and partner positions with an accounting firm, where he led the Government Strategic Business Unit, the Information Technology Service Line and the Security & Justice Segment. In these roles, he was fully accountable for project delivery across dozens of contracts simultaneously with more than 100 staff. George has testified before Congress on Federal IT Reform, been featured on Government Matters, had guest appearances on multiple radio programs and taught about shared services and IT portfolio management. George currently serves on the Board for the Association of Federal Information Resources Management, formerly served as a Chair for the leading accounting firm's Council Federal CIO survey and previously led the Federal Committee for the Information Technology Association of America/CompTIA.

Education & Certifications

B.A. in Government, St. Lawrence University

B.A. in Environmental Studies, St. Lawrence University

Focus Areas

- | | |
|---|--|
| ▶ Digital Consulting | ▶ SBA 8(a) Business Development Program Consulting |
| ▶ Business Intelligence & Data Analytics | ▶ Enterprise Technology Solutions |
| ▶ Optimization & Workflow | ▶ Analytics & Automation |
| ▶ Digital Platforms | ▶ Business Optimization |
| ▶ Digital Strategy & Transformation | ▶ ERP Consulting |
| ▶ Government Contractor Consulting Services | |

Professional & Community Involvement

- ▶ Board Member, Association for Federal Information Management



John Collier

Managing Director, Cherry Bekaert Advisory LLC

Forensic & Dispute Advisory Services

CPA: Georgia - CPA.027850, Louisiana - CPA.0024900

As a Managing Director, John leverages over 30 years of experience to lead forensic accounting investigations, quantify economic damages, evaluate opposing expert's reports and calculations, and prepare business interruption claim submissions for his clients. Throughout his career, John has served clients in several industries and sectors including local and state governments, the federal government, chemical and other energy, manufacturing, retail sales, hospitality, healthcare and medical supplies, telecommunications, residential real estate, and software, among others.

Prior to joining Cherry Bekaert, John was a Partner at a forensic accounting firm in New Orleans, Louisiana, a Managing Director at an international public consulting firm in Atlanta, Georgia, and a Partner at a full-service CPA firm in New Orleans, Louisiana. John has provided expert witness testimony multiple times in both Federal and state courts, and in arbitration. Earlier in his career, he was the controller of a pharmaceutical distribution company in Bethesda, Maryland, where he prepared financial statements, coordinated schedules and led accounting functions.

Education & Certifications

- ▶ B.S. in Accounting, Louisiana State University
- ▶ Certified Public Accountant (CPA)
- ▶ Certified Fraud Examiner (CFE)
- ▶ Certified Forensic Accountant (CFF)
- ▶ Certified Valuations Analyst (CVA)

Focus Areas

- ▶ Financial Analysis
- ▶ Forensic Accounting
- ▶ Fraud Analysis
- ▶ Internal Controls
- ▶ Valuations

Professional & Community Involvement

- ▶ American Institute of Certified Public Accountants (AICPA)
- ▶ Georgia Society of Certified Public Accountants (GSCPA)
- ▶ Association of Certified Fraud Examiners (ACFE)
- ▶ National Association of Certified Valuation Analysts (NACVA)
- ▶ Georgia Association of Certified Fraud Examiners (GACFE)

**Jason Sturdevant****Senior Manager, Cherry Bekaert Advisory LLC**

CPA: North Carolina - 42066, Washington - 55826

Jason has spent the past nine years specializing in providing advisory, audit, and assurance services to higher education clients. Clients count on Jason to provide timely, clear recommendations on an array of technical accounting matters, such as revenue recognition, accounting for investments, split-interest agreements, recording and tracking net assets with donor restrictions, and Uniform Guidance compliance, among others.

He also has a focus in accounting transformation, where he helps clients identify potential areas for improvement by drawing upon his deep and broad experience within the not-for-profit industry. By encouraging organizations to balance efficient operations with effective policies and controls, Jason is able to find solutions that allow not-for-profit organizations to focus on carrying out their mission while meeting changing demands within finance teams.

Prior to his accounting career, Jason spent several years working and teaching in higher education and remains committed to promoting the mission of colleges and universities.

Education

Master of Accounting, University of North Carolina at Chapel Hill

Focus Areas

- ▶ Accounting and Financial Close Reconciliation
- ▶ Internal Control Evaluation and Transformation
- ▶ NFP Technical Accounting Assistance
- ▶ Financial statement preparation
- ▶ NFP Revenue Recognition
- ▶ Grants Management
- ▶ Federal Award Compliance and Single Audits
- ▶ Lease Standard Implementation

Professional & Community Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Washington Society of Certified Public Accountants



Samantha Boyce

Senior Manager, Cherry Bekaert Advisory LLC

Risk Advisory Services

Samantha is a Senior Manager in Cherry Bekaert's Risk Advisory practice and has extensive knowledge leading and serving clients in various industries including both public and private. She is very well versed in IT Audits, predominantly in SOX compliance, and has spent over 11+ years leading engagements around identification of key risks and systems, assessments of design/operating effectiveness of controls, performance of IT testing, and remediation efforts.

Prior to joining Cherry Bekaert, Samantha worked in the financial services industry under the Internal Audit umbrella and additionally has Big Four IT experience within specifically the Advisory practice.

Education & Certifications

BBA, Management Information Systems, University of Oklahoma

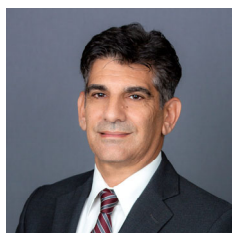
Certified Information Systems Auditor (CISA)

Focus Areas

- ▶ SOX 404 and SOC1
- ▶ IT General Controls (ITGCs)
- ▶ IT Risk Assessments
- ▶ Pre/Post Implementation Reviews
- ▶ IT Audit
- ▶ Application Controls
- ▶ Control Design, Gap Assessment, and Remediation
- ▶ COSO/COBIT

Professional & Community Involvement

- ▶ Tulsa Chapter Board Member, Information Systems Audit and Control Association (ISACA)

**Sam Halaby****Data & Analytics Lead, Cherry Bekaert Advisory LLC****Risk Advisory Services**

As a Data and Analytics Lead for Risk Advisory and Accounting services, Sam has a deep experience in enabling analytics, reporting and related governance frameworks for Risk, Finance, and CX transformation initiatives within BHCs, Corporate Banking, Custody Banking and Insurance industries.

Sam has led high visibility board and management requests to address and mitigate operational and regulatory concerns in CX reporting and analytics, Data Governance, Risk Reporting, Operational Risk, Credit Risk, CCAR, DFAST and Volcker. He has also architected and tactically operationalized sustainable risk/performance information delivery frameworks comprising, measurement identification, relevant metric curation, data collection, visualization and governance.

Sam introduced thought leadership and strategy to innovation teams by architecting and building POCs for integrated risk/performance reporting, transaction testing and text tagging to enable of CX, BCBS 239, CCAR and Enhanced Prudential Standards components.

Education & Certifications

B.S. Computer Science, Fordham University

Focus Areas

- ▶ Advisory
- ▶ Analytics & Business Intelligence
- ▶ Analytics Enablement
- ▶ Data Sciences
- ▶ Data Governance
- ▶ Professional Services
- ▶ Risk Assessment Services
- ▶ Risk & Performance Reporting
- ▶ Strategy & Operations
- ▶ Technology
- ▶ Financial & Banking Services



Poupée K'Vong

Manager, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

Poupée brings over 18 years of consulting experience serving government and public sector stakeholders. Her primary expertise lies in delivering comprehensive, full-lifecycle grant management services. She has successfully supported organizations in implementing and administering multi-million-dollar grant programs.

Her work spans a wide range of activities, including: preventing and detecting fraud, waste, and abuse; conducting internal control reviews and operational assessments; designing and implementing grant management business processes; establishing policies and procedures; performing compliance reviews and subrecipient monitoring; conducting contract compliance reviews; and, managing programs and grants administration. Additionally, Poupée has developed compliance guidelines, standard operating procedures, and protocols to ensure engagements adhere to federal, state, and local grant management requirements.

Education & Certifications

Bachelor of Arts in International Studies, Towson University

Certified Internal Controls Auditor

Focus Areas

- ▶ Grants Management
- ▶ Internal Audit & Controls
- ▶ Risk Advisory
- ▶ Compliance Risk
- ▶ Risk Management
- ▶ Fraud, Waste and Abuse Prevention
- ▶ Financial and Programmatic Compliance
- ▶ Federal Regulatory Compliance

Professional & Community Involvement

- ▶ Association of Government Accountants (AGA)
- ▶ National Grants Management Association (NGMA)

**Tiffany N. McCoy****Manager, Cherry Bekaert Advisory LLC****Government & Public Sector Risk Advisory Services**

As a Manager in Cherry Bekaert's Government & Public Sector practice, Tiffany specializes in leading Internal Audit and Forensic engagements and provides clients with management and risk consulting, including performance audits, operational and organizational assessments, risk assessments and internal auditing, and business process reviews. Her work has spanned the areas of parks and recreation, IT capital improvement plans, public works and maintenance, physical security and safety, asset management, permitting and inspection, and fleet management.

Prior to joining Cherry Bekaert, Tiffany worked in a top-10 public accounting firm's public sector practice, executing internal audit engagements at all levels of State and Local government. Additionally, Tiffany worked at the Illinois Finance Authority (IFA), one of the largest issuers of tax-exempt conduit bonds in the country, working on State programs that provided low-cost capital to stimulate economic growth, including local government, fire truck protection districts and ambulances, agriculture, energy, and healthcare programs. Tiffany has also worked on independent consulting engagements in the areas of internal audit analytics and high school district risk assessment and policy improvement programs.

Education & Certifications

- ▶ Masters of Science, Audit and Advisory Services, DePaul University
- ▶ B.S., Accounting and Management Information Systems, DePaul University
- ▶ Certified Fraud Examiner (CFE)
- ▶ Certified Financial Services Auditor (CFSA)
- ▶ Certified Sarbanes-Oxley Expert (CSOE)

Focus Areas

- ▶ Internal Audit and Risk Advisory Services
- ▶ Compliance
- ▶ Ethics
- ▶ IT Audit
- ▶ Risk Assessment
- ▶ Enterprise Risk Management
- ▶ Operational and Organizational Assessment
- ▶ Business Process Reviews
- ▶ System Selection and Implementation Services

Professional & Community Involvement

- ▶ Association of Government Accountants (AGA)
- ▶ Institute of Internal Auditors (IIA)
- ▶ AGA, Chicago Chapter – Executive Board Member, Treasurer, National Council of Chapters Representative, and Website Administrator
- ▶ IIA, Chicago Chapter – Secretary, Mobile Application Chairman and Social Media and Communications Chairman

**Rachel Drishinski****Senior Associate, Cherry Bekaert Advisory LLC****Government & Public Sector Risk Advisory Services**

Rachel has over 15 years of accounting and internal audit experience. She has performed assurance, compliance, performance and operational audits as well as conducted fraud, waste and abuse hotline investigations. Rachel's responsibilities include conducting fieldwork and investigations; conducting interviews and walkthroughs; reviewing policies and procedures as well as supporting documentation; performing testing; evaluating business activities, including both internal and external controls, and accounting records to assess risks, materiality, tax issues, and areas of improvement; preparing and documenting audit findings on workpapers and presenting findings to clients; and writing formal reports expressing the audit findings, issues, and risks.

Education & Certifications

BS in Accounting, University of Phoenix and Brigham Young University – Idaho

Focus Areas

- ▶ Compliance Audit
- ▶ Performance Audit
- ▶ Operational Audit
- ▶ Risk Assessment Services
- ▶ Internal Audit
- ▶ Risk Advisory
- ▶ Accounting Advisory
- ▶ Fraud, Waste and Abuse Investigations

Professional & Community Involvement

- ▶ American Institute of Certified Public Accountants (AICPA)
- ▶ Institute of Internal Auditors (IIA)
- ▶ Association of Government Accountants (AGA)



Chris Leffler

Senior Associate, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

CPA: Tennessee - 29485

As an Advisory Senior Associate in the Firm's Government and Public Sector, Chris has over six years' experience with advisory services in internal audit and grant regulation compliance. He conducts external and internal audits, compliance reviews, risk/control diagnostics, risk assessments, and audit readiness assessments and planning. Chris also assesses grant administration controls and program implementation controls including those supporting procurement, expenditures, disbursements, monitoring, and reporting. His expertise lies in meticulously analyzing the receipt and expenditure of grant funds to ensure that robust controls are in place, safeguarding the appropriate utilization of these funds.

Education & Certifications

Master of Accounting, Western Governor's University

B.S. in Accounting, Western Governor's University

Focus Areas

- ▶ Accounting Advisory
- ▶ Audit Readiness Assessments
- ▶ Grant Management/Compliance
- ▶ Internal Audits
- ▶ Internal Controls
- ▶ Risk Assessment Services
- ▶ Single Audit Readiness

Professional & Community Involvement

- ▶ American Institute of CPAs (AICPA)
- ▶ Association of Government Accountants (AGA) - Nashville Chapter
- ▶ Tennessee Society of CPAs (TSCPA)

**Lamar Norwood****Senior Associate, Cherry Bekaert Advisory LLC****Government & Public Sector Risk Advisory Services**

Lamar has over 24 years of audit experience, including 13 years in the public sector. He has performed or led multiple contract and regulatory compliance audits that identified controls and evaluated regulatory compliance and operational efficiencies, which resulted in management reports that provided workable recommendations to address control gaps or provide operational enhancements. A number of these audits focused on Federal grants, such as the American Rescue Plan Act (ARPA), Coronavirus Aid, Relief, and Economic Security Act (CARES), and the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) grants. His experience includes designing and executing both entity and project level risk assessments, developing annual audit plans, conducted compliance and performance audits, internal control audits, fiscal and contract compliance audits, information technology audits, and financial fraud waste and abuse hotline investigations and sampling techniques.

Lamar has also performed an internal audit examination of the policies, procedures, and practices of a municipal historic development commission. The review focused on determining if the commission was operating in accordance with the municipal policies and achieving their objective of protecting sights with historic value or importance inside the municipality's borders. As an Internal Auditor for City Government, he assisted in implementing a risk-based approach to the audit plan development, obtaining input from multiple levels of management and process stakeholders. Utilizing the information gathered during the interview and workshop process, he assimilated the responses and updated risk rankings to develop an audit plan. Lamar has also led ALGA Peer Review Teams for several State and Local Government Audit Groups to evaluate their compliance with both Government Auditing Standards and the International Professional Practices Framework by obtaining an understanding of the risk the organizations face and how the audit function addresses those risk. Prior to working with state and local government entities, Lamar worked in the Financial Service, Waste Management, Real Estate, Information Technology, Manufacturing Industries as well as the Not-for-Profit Sector.

Education & Certifications

- ▶ MBA, Campbell University
- ▶ BBA in Business Administration and Management and Trust Administration, Campbell University
- ▶ Certified Internal Auditor (CIA)
- ▶ Certified Information Systems Auditor (CISA)
- ▶ Certification in Risk Management Assurance (CRMA)

Focus Areas

- | | |
|-----------------------|--|
| ▶ Financial Auditing | ▶ Internal Audits |
| ▶ Financial Forensics | ▶ IT Auditing |
| ▶ Financial Reporting | ▶ Operational and Business Process Reviews |
| ▶ Fraud Examination | ▶ Risk Assessment |

Professional & Community Involvement

- ▶ Digital Strategy Committee Member, Association of Local Government Auditors (ALGA)
- ▶ Member, Raleigh-Durham Information Systems Audit and Control Association (ISACA)
- ▶ President, IIA Raleigh-Durham Chapter

**Marshal Pennock****Senior Associate, Cherry Bekaert Advisory LLC****Government & Public Sector Risk Advisory Services**

Marshal has over 5 years of experience in government auditing. He has led an expansive range of compliance assessments, program evaluations, and performance audits for federal and state entities in accordance with Yellow Book standards. Marshal's responsibilities include assessing internal operations and program effectiveness, evaluating program achievements against goals and objectives, understanding how legislation and regulations impact programs and resources, and developing methods to assess internal controls and program risks. He also has extensive experience in writing professional audit reports for public stakeholders, delivering presentations on audit findings to various agencies, analyzing data to summarize program findings, interviewing stakeholders, and recommending ways to address risk and improve program efficiency.

Education & Certifications

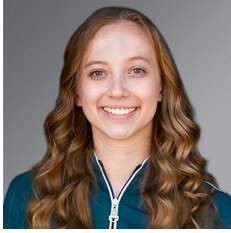
- ▶ Master of Public Administration, Evans School of Public Policy & Governance, University of Washington
- ▶ Bachelor of Arts in Political Science, University of Washington
- ▶ Certified Fraud Examiner (CFE)

Focus Areas

- ▶ Performance Audit
- ▶ Internal Audit & Controls
- ▶ Governance, Policy & Procedures
- ▶ Operational Audit
- ▶ Risk Advisory
- ▶ Program Compliance Assessments
- ▶ Risk Assessment Services
- ▶ Fraud, Waste and Abuse Investigations

Professional & Community Involvement

- ▶ Association of Certified Fraud Examiners (ACFE)

**Emily C. Abrell****Associate, Cherry Bekaert Advisory LLC****Risk Advisory Services**

Emily serves as a Risk Advisory Associate in Cherry Bekaert's Government and Public Sector (GPS) advisory team, which helps federal, local and state government and public sector organizations transform and modernize their work. In this capacity, she engages in internal audits to increase the efficiency and effectiveness of the operations of GPS organizations.

As a member of the Firm's Government and Public Sector advisory team, Emily possesses over 3 years of data analysis and government auditing experience, including regulatory compliance inspections, program evaluations and agile products. Additionally, Emily possesses knowledge of and experience in applying the Government Accountability Office's Yellow Book standards, and the Council of Inspectors General on Integrity and Efficiency's Blue Book and Silver Book standards.

Prior to joining Cherry Bekaert, Emily served as a Management Analyst of an Office of Inspector General in an independent federal agency. In this role, Emily conducted engagements relating to health and safety, research security, and mandated work. Additionally, Emily has written reports to present findings and recommendations for submission to the public and additional stakeholders, such as Congress.

Education & Certifications

B.M in Music Education, Christopher Newport University

M.A. in Teaching, Christopher Newport University

Focus Areas

- ▶ Agile Products
- ▶ Environmental, Social, and Governance (ESG)
- ▶ Fraud, Waste and Abuse Detection
- ▶ Inspections and Evaluations
- ▶ Internal Audit Services
- ▶ Performance Audit
- ▶ Risk Advisory Services
- ▶ Sustainability



Jared Cohen

Associate, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Services

Jared Cohen is an Associate in Cherry Bekaert’s Government and Public Sector Risk Advisory practice where he supports performance audits, compliance reviews, and internal control assessments for a wide range of public sector clients. He brings experience working with state agencies, large municipal utilities, and smaller local government entities.

Jared recently supported a comprehensive performance and compliance audit of a large state agency, focusing on operational effectiveness, regulatory adherence, and risk mitigation. He also played a key role in a compliance and internal controls audit for a major municipal water and wastewater utility serving a large metropolitan area. His work focused on evaluating contract management practices, budgetary controls, and safety procedures to ensure compliance and operational integrity.

In addition to engagements with large public entities, Jared has conducted internal control audits for smaller organizations, including school systems, fire departments, and local governments. His work has helped clients strengthen financial oversight, enhance operational efficiency, and meet compliance requirements.

Jared’s approach combines strong analytical skills with a collaborative, client-focused mindset. He is experienced in data analysis and visualization, stakeholder engagement, and audit methodology. He also has experience supporting grants management system implementations and organizational change initiatives.

Education & Certifications

B.S. in Public Affairs, Policy Analysis - Indiana University Bloomington

Certified Configuration Specialist, AmpliFund

Focus Areas

- ▶ Performance & Compliance Auditing
- ▶ Internal Controls Assessment
- ▶ Data Analysis & Visualization
- ▶ Public Sector Advisory
- ▶ Stakeholder Engagement



Sriram Peri

Data Strategist and Architect, Advance Digital Systems (Subcontractor)

A Technology Architect/Advisor with 20+ years of experience, strengthen business models by adapting and driving IT strategy to corporate vision. Skilled at maintaining focus with Data Strategy & Management, Data Governance and BI & Analytics initiatives while developing new business strategies and implementing new enterprise data architecture & frameworks that improve processes and exceed challenging and multifaceted business demands. Strategist with deep IT acumen and business focus. Expertise in building high-performance teams, managing vendors, standardizing solutions, maintaining compliance, managing large-scale and complex technical projects and budgets while delivering successful results.

Education & Certifications

Master of Science in Computer Sciences, GEC Jabalpur, India – 1998

Bachelor of Science in Computer Sciences, Andhra University, India – 1993

Enterprise Architecture (TOGA) • NIEM • PMP/Agile (Scrum) • Data Management & Strategy

Technology Coach/CIO Strategy • Block Chain • Cloud Solutions (AWS & Azure)

Focus Areas

- ▶ IT Strategy & Planning
- ▶ Data Strategy & Big Data
- ▶ Team Management & Leadership
- ▶ Web Services
- ▶ Product Development
- ▶ Process Improvements
- ▶ Workflow Management
- ▶ Roadmaps and IT Strategy
- ▶ Technical Delivery
- ▶ Business Process Modeling
- ▶ Data Modeling
- ▶ Data Security
- ▶ Data Visualization
- ▶ Cloud Solutions
- ▶ IT Operations
- ▶ Global Delivery Management (Offshore, Near-shore, Onsite etc.)
- ▶ IT M&A
- ▶ IT Operations
- ▶ Enterprise Architect (TOGAF)
- ▶ Blockchain POCs
- ▶ ML & AI POC's
- ▶ RPA's (UiPath)

Technical Skills

Data Architecture	ERWin, ER/Studio, S-Designer, Designer/2000, UML, MS Visio, EA, Hadoop Eco Systems, NoSQL
Data Analytics	Splunk, Spotfire, Tableau, SSRS, MS Power BI, Big Data Tools
Frameworks	Zachman, TOGAF, TOCMA, Inman, Kimball, SOA, OLTP, OLAPs, RUP, NIEM Trained
PM Framework	Agile, Nimble, Waterfall, SDLC, Project / Program Management
Business Process	Industry Print, Aris, MS Viso

Data Integration	MQ Series, TIBCO Business Works, JMS, MuleSoft, Apache NiFi
Data Quality	Data Flux by SAS, Data Insight by Business Objects
Databases/NoSQL and Big Data	Oracle, Sybase, Teradata, UDB/DB2, SQL Server, MySQL, XML/XSDs, Mongo DB, MS Doc DB, Mongo DB, MarkLogic 9.x, Hadoop Eco Systems
Office Tools	MS Project, MS Office Tools, MS VISIO
Other Tools	SQL, PL/SQL, T-SQL, SQL Navigators, TOAD, SQL Loader, Version one (Agile)
BI Tools	Business Objects, MicroStrategy, OBIEE, SSRS, Tableau, SharePoint, MS Power BI
ETL Tools	Informatica, SAS, AbInito, IBM InfoSphere, SSIS/SSAS, JASON, XML, R, SAS
Change Management	JIRA, JIRA Agile, ServiceNow, Wiki etc.
Version Control	Visual Source Safe, Clear case/Quest, Star Team by StarBase, SVN, GIT/TeamForge
CRM/ERPs	Microsoft Dynamics, Ciboodle, PeopleSoft HCM, PeopleSoft Finance, Workday HCM
Master Data	Custom, Oracle and IBM Solutions/products, Informatica IDQ
Cloud	AWS and Azure platform
RPA/AI/ML	UiPath, Azure AI/ML

Appendix – Representative Clients

Higher Education

Representative higher education clients **across all service lines** include:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▶ Abilene Christian University ▶ Allbritton Journalism Institute ▶ Alvernia University ▶ American School of Correspondence ▶ Applied Ecological Institute Inc. ▶ Asheville-Buncombe Technical Comm College ▶ Bucks County Community College ▶ Campbellsville University ▶ Carnegie Mellon University ▶ Catawba Valley Community College ▶ Central Piedmont Community College ▶ Clarkson University ▶ Clemson University Foundation ▶ Cleveland Community College ▶ Community College of Philadelphia ▶ Connecticut State Colleges and Universities System ▶ Cumberland University ▶ Delaware County Community College ▶ Eastern Florida State College ▶ Edgecombe Community College ▶ Elon University ▶ Fayetteville State University ▶ Florida A&M University ▶ Florida Gulf Coast University ▶ Forsyth Technical Community College (FTCC) ▶ Furman University ▶ George Mason University ▶ George Mason University Foundation, Inc. ▶ Kennesaw State University Foundation, Inc. ▶ Georgia State University Research Foundation ▶ Heritage Christian University ▶ Hillsborough Community College ▶ Institute for Defense & Business ▶ Jackson State University National Alumni Association Metro Atlanta Chapter, Inc. ▶ Kennesaw State University Athletic Association, Inc. | <ul style="list-style-type: none"> ▶ Limestone University ▶ Lipscomb University ▶ Longwood University Real Estate Foundation ▶ Marymount University ▶ Millersville University ▶ NC Central University ▶ Northampton Community College ▶ Old Dominion University Research Foundation ▶ Paris Junior College Foundation ▶ Pasco-Hernando State College ▶ Piedmont Community College ▶ Queens University of Charlotte ▶ Reading Area Community College ▶ Ringling College of Art and Design ▶ SC University Research and Education Foundation ▶ Southwestern University ▶ Stockton University ▶ The University of Mississippi ▶ University of Georgia ▶ Ukrainian Catholic University Foundation ▶ UNC Charlotte ▶ Unc Information Technology Services ▶ UNC Kenan-Flagler Business School ▶ University of Florida Research Foundation, Inc ▶ University of Mary Washington Alumni Association ▶ University of Memphis ▶ University of North Carolina at Charlotte ▶ University of North Carolina at Greensboro ▶ University of South Florida Alumni Association ▶ University of South Florida Research Foundation ▶ University Radio City Foundation ▶ University School of Nashville Retirement Plan ▶ University Student Legal Services ▶ UVA Darden School of Business ▶ Virginia Polytechnic Institute & State University |
|--|--|



Proposal for George Mason University

- ▶ Kennesaw State University Research and Service Foundation
- ▶ Lander University
- ▶ Lehigh Career & Technical Institute

- ▶ Virginia State University Real Estate Foundation
- ▶ Wake Tech Community College

Risk Advisory Clients

- ▶ **Abilene Christian University, Texas**
- ▶ Alliance Health, North Carolina
- ▶ Anne Arundel County, Maryland
- ▶ Augusta-Richmond County Consolidated Government, Georgia
- ▶ Bronxville Union Free School, New York
- ▶ Broward County Clerk of Courts, Florida
- ▶ Broward County Public Schools, Florida
- ▶ Cabarrus County, North Carolina
- ▶ Cape Fear Public Utility Authority, North Carolina
- ▶ Care Resource Community Health Centers Incorporated, Florida
- ▶ Central Florida Regional Transportation Authority, Florida
- ▶ **Central Piedmont Community College, North Carolina**
- ▶ Chicago Transit Authority, Illinois
- ▶ Circuit Engineering District 3 (CED 3), Oklahoma
- ▶ Circuit Engineering District 7 (CED 7), Oklahoma
- ▶ City of Alexandria, Virginia
- ▶ City of Asheville, North Carolina
- ▶ City of Citrus Heights, California
- ▶ City of Fayetteville, North Carolina
- ▶ City of Greensboro, North Carolina
- ▶ City of Hampton, Virginia
- ▶ City of High Point, North Carolina
- ▶ City of Pensacola, Florida
- ▶ City of Santa Ana, California
- ▶ City of Suffolk, Virginia
- ▶ City of Wilmington, North Carolina
- ▶ Collegiate School, Virginia
- ▶ Columbia County, Georgia
- ▶ Community Housing Partnership of Williamson County, Tennessee

- ▶ **Lander University, South Carolina**
- ▶ **Lipscomb University, Tennessee**
- ▶ Loudoun County, Virginia
- ▶ Metropolitan Transportation Commission, California
- ▶ Metropolitan Washington Airports Authority, District of Columbia
- ▶ Middlesex Water Company, New Jersey
- ▶ Monroe County, Florida
- ▶ Moore County, North Carolina
- ▶ **Morehouse School of Medicine, Georgia**
- ▶ National Renewable Energy Laboratory, Colorado
- ▶ NC Board of Examiners for Engineers and Surveyors
- ▶ **NC Central University**
- ▶ NC Department of IT, North Carolina
- ▶ NC Department of Environmental Quality
- ▶ NC Department of Justice
- ▶ NC Department of Natural and Cultural Resources
- ▶ NC Department of Public Instruction
- ▶ NC Department of Public Safety
- ▶ NC DHHS Division of Health Benefits
- ▶ NC Housing Finance Agency
- ▶ NC Senior Living Association
- ▶ NC Department Military and Veteran Affairs
- ▶ NC Office of the State Auditor
- ▶ NC Department of Transportation
- ▶ NEBF Investments, District of Columbia
- ▶ Renewable Water Resources, South Carolina
- ▶ **Rhodes College, Tennessee**
- ▶ Richland County, South Carolina
- ▶ Salvation Army - Florida Divisional Headquarters



Proposal for George Mason University

- ▶ **Converse University, South Carolina**
- ▶ County of Chesterfield, Virginia
- ▶ County of Prince William, Virginia
- ▶ County of Roanoke, Virginia
- ▶ Cumberland County, North Carolina
- ▶ District of Columbia Water and Sewer Authority (DC Water)
- ▶ Durham County, North Carolina
- ▶ EDA of Front Royal Va. & Warren County, Virginia
- ▶ **Elon University, North Carolina**
- ▶ Fairfield-Suisun Sewer District, California
- ▶ Fayetteville Public Works Commission, North Carolina
- ▶ Florida Department of Commerce
- ▶ **Florida Gulf Coast University**
- ▶ Forsyth County, North Carolina
- ▶ Fulton County Georgia, Georgia
- ▶ Granville County, North Carolina
- ▶ Granville-Vance District Health Department, North Carolina
- ▶ Greater Raleigh Convention & Visitors Bureau, North Carolina
- ▶ Greenville-Spartanburg Airport Commission, South Carolina
- ▶ Hernando County School District, Florida
- ▶ Indian River County, Florida

- ▶ Sandhills Center for Mental Health, Developmental Disabilities, and Substance Abuse Services, North Carolina
- ▶ Santee Cooper, South Carolina
- ▶ Sarasota County School Board, Florida
- ▶ **Sherman College of Straight Chiropractic, Inc., South Carolina**
- ▶ South Florida Water Management District, Florida
- ▶ Southern California Association of Governments, California
- ▶ Spokane County, Washington
- ▶ Spotsylvania County, Virginia
- ▶ Suwannee County, Florida
- ▶ The City of Rapid City, South Dakota
- ▶ Town of Cary, North Carolina
- ▶ Town of Wake Forest, North Carolina
- ▶ Trillium Health Resources, North Carolina
- ▶ **UNC Chapel Hill Office of University Counsel, North Carolina**
- ▶ **University of Georgia**
- ▶ **University of South Florida Alumni Association, Florida**
- ▶ Virginia Department of Taxation, Virginia
- ▶ Wake County Register of Deeds, North Carolina
- ▶ **Wake Tech Community College, North Carolina**
- ▶ **Wofford College, South Carolina**

January 30, 2026



PROPOSAL FOR INTERNAL AUDIT CO-SOURCING SERVICES

George Mason University

RFP #GMU-SS0808-25

Denise Lippuner

Partner, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Leader

P: 703.584.0274

E: denise.lippuner@cbh.com

1850 Towers Crescent Plaza, Ste 200, Tysons, VA 22182

cbh.com



Cover Page



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



REQUEST FOR PROPOSALS GMU-SS0808-25

ISSUE DATE: December 15, 2025

TITLE: Internal Audit Co-Sourcing Services

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [George Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on January 12, 2026. All questions must be submitted through [George Mason's Bonfire portal](#). For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on January 16, 2026.

PROPOSAL DUE DATE AND TIME: January 30, 2026 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

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

Name and Address of Firm:

Legal Name: Cherry Bekaert Advisory LLC

Date: January 30, 2026

DBA: N/A

Address: 1850 Towers Crescent Plaza, Ste 200
Tysons, VA 22182

By:

Signature

FBI/FIN No. 88-2730877

Name: Denise Lippuner

Fax No. 703.506.8817

Title: Partner

Email: denise.lippuner@cbh.com

Telephone No. 703.584.0274

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

SWaM Certification Number: N/A

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

☐ **Option 1: Full Acceptance:**

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

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

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

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

January 30, 2026



PROPOSAL FOR INTERNAL AUDIT CO-SOURCING SERVICES

George Mason University

RFP #GMU-SS0808-25

Denise Lippuner

Partner, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Leader

P: 703.584.0274

E: denise.lippuner@cbh.com

1850 Towers Crescent Plaza, Ste 200, Tysons, VA 22182

cbh.com



Small Business Subcontracting Plan

ATTACHMENT A - SMALL BUSINESS SUBCONTRACTING PLAN TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Cherry Bekaert Advisory LLC

Preparer Name: Denise Lippuner - Partner Date: January 30, 2026

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 this 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: Advance Digital Systems SBSD Cert #: 674576
 Contact Name: Ash Kapur SBSD Certification: Disadvantaged Business Enterprise
 Contact Phone: 703-585-5020 Contact Email: akapur@advanceddigitalsys.com
 Value % or \$ (Initial Term): 5% - 10% Contact Address: 4290 Chain Bridge Road, Suite 200, Fairfax, VA 22030
 Description of Work: Data Analytics & Dashboarding

Subcontract #2

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

Subcontract #3

Company Name: _____ SBSD Cert #: _____
 Contact Name: _____ SBSD Certification: _____
 Contact Phone: _____ Contact Email: _____



Proposal for George Mason University

Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

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

Subcontract #5

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



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

RFP ADDENDUM NO. 1:

Date: January 21, 2026
Reference: RFP GMU-SS0808-25
Title: Internal Audit Co-Sourcing Services
RFP Issued: December 15, 2026
Proposal Due Date: January 30, 2026 @ 2:00 PM ET

The following changes are hereby incorporated into the aforementioned RFP:

1. Question and Answers Posted January 16, 2026: Clarification on Question: Will the University please confirm that bidders responding to this RFP do not need to be a licensed CPA firm? Mason responded No. **Clarification: The bidder does not need a CPA License.**

I hereby acknowledge receipt of Addendum No. 1 for GMU-SS0808-25 Internal Audit Co-Sourcing Services

Cherry Bekaert Advisory LLC
Offeror/Firm

Denise Lippuner - Partner
Printed Name of Signer

A handwritten signature in black ink, appearing to read 'DL', written over a light gray background.

Signature

January 21, 2026
Date

CHERRY BEKAERT

P.O. BOX 632239

CINCINNATI, OH 45263-2239 (804) 285-0892



George Mason University
Attn: Accounts Payable
4400 University Dr.
4200 Merten Hall, MSN 3C1
Fairfax, VA 22030
Email: acctpay@gmu.edu

Invoice No. 15454
Date 01/15/2026
Client No. 80177386
PO Ref. PO05156064

For any questions regarding your invoice, please reach out to your Cherry Bekaert contact or email invoicing@cbh.com.

Professional Services performed through December 31st per our agreement.

Senior Manager: 2.5 hours @ \$215 per hour \$537.50

Senior Associate: 43.5 hours @ \$155 per hour \$6,742.50

Total	\$7,280.00
Technology Fee	\$364.00

Amount Due This Invoice	\$7,644.00
--------------------------------	-------------------

[Click to pay online](#)

Advisory and Tax services are provided by Cherry Bekaert Advisory LLC.
All Attest services are provided by Cherry Bekaert LLP.

TERMS: Invoices are payable on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balances less payments received during the month, with a minimum charge of \$2.00 per month.

Our **Client PROMISE** demonstrates Cherry Bekaert's commitment to delivering superior client service.
We welcome your feedback (CBPromise@cbh.com). Thank you for the confidence you have placed in us!

George Mason University
Invoice No 15454

Secure Payment

Securely pay online **cbh.com/payments** or **Aiwyn**

Note: The cbh.com email address will reroute to Aiwyn

Payment can be made via ACH with no processing fee or by credit card which includes a processing fee.

Other payment options available are:



Wire

SWIFT Code: FTBCUS3C

Routing: 042000314

Account: 7474265001

Bank: Fifth Third Bank
38 Fountain Square
Cincinnati, OH 45263

Name: Cherry Bekaert Advisory
LLC

Beneficiary Address:
200 S 10th St., Ste 900
Richmond, VA 23219



Check

Name: Cherry Bekaert Advisory
LLC

Address:
P.O. Box 632239
Cincinnati, OH 45263-2239

If you have any questions, please contact
invoicing@cbh.com or **804-285-0892**.

We greatly appreciate the opportunity to
serve you, as well as your continued support.

January 30, 2026



PROPOSAL FOR INTERNAL AUDIT CO-SOURCING SERVICES

George Mason University

RFP #GMU-SS0808-25

Denise Lippuner

Partner, Cherry Bekaert Advisory LLC

Government & Public Sector Risk Advisory Leader

P: 703.584.0274

E: denise.lippuner@cbh.com

1850 Towers Crescent Plaza, Ste 200, Tysons, VA 22182

cbh.com



Corresponding Titles to Pricing Table Experience Levels

Experience Level	Corresponding Job Title(s)
1-3 years	Associate
3-5 years	Senior Associate
> 5 years	Manager
Manager	Senior Manager
In Depth Subject Matter Expert	Director, Managing Director, Partner



Pricing Table (BT-16MV)

Instructions

- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please follow the instructions provided along with this file to submit it back to Euna Procurement.
- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.
- Please do not use Excel formulas in your responses.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Euna Procurement at support.bonfire@eunasolutions.com.

Responses

Success: All data is valid!

			Numeric	Numeric		
Status	#	Experience Level	IT- Specialty rate per hour	Non-IT Specialty rate per hour	IT- Specialty rate per hour	Non-IT Specialty rate per hour
Success: All values provided	#0-1	1-3 years	\$ 155.00	\$ 125.00	\$ 155.00	\$ 125.00
Success: All values provided	#0-2	3-5 years	\$ 185.00	\$ 155.00	\$ 185.00	\$ 155.00
Success: All values provided	#0-3	> 5 years	\$ 215.00	\$ 185.00	\$ 215.00	\$ 185.00
Success: All values provided	#0-4	Manager	\$ 295.00	\$ 215.00	\$ 295.00	\$ 215.00
Success: All values provided	#0-5	In Depth Subject Matter Expert	\$ 335.00	\$ 255.00	\$ 335.00	\$ 255.00
Basket Total						\$ 935.00
Grand Total						\$ 935.00