GEORGE MASON UNIVERSITY

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

STANDARD CONTRACT
GMU-SS0808-25-04

This Contract entered on this 1st day of August, 2026 (Effective Date) by Grant Thornton Advisors LLC hereinafter called "Contractor" (located at 3333 Finley Road Suite 700, Downers Grove, Illinois 60515) 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 services as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this contract.

The parties shall execute Statements of Work ("SOW") for each project which details the work to be performed and any deliverables. 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 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 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.

Contractor and Grant Thornton LLP (and their respective subsidiary entities) operate as an alternative practice structure in accordance with the American Institute of Certified Public Accountants ("AICPA") Code of Professional Conduct. Contractor, which is not a licensed certified public accounting firm, provides tax, consulting, and other advisory services. Grant Thornton LLP, a licensed certified public accounting firm, provides audit and other attest services, as well as related services to clients, within its accounting and auditing practice. Contractor is not being engaged to provide any form of attest report or opinion on financial data or internal controls in conjunction with this Contract. Such services may only be performed by Grant Thornton LLP under a separately executed agreement or engagement letter addressing such services.

III. **PERIOD OF CONTRACT:** Three (3) years from Effective Date with four (4) successive one-year renewal options.

IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges. Rates are held firm for the first term of the contract, three (3) years.

Experience Level	Grant Thornton Job Title	IT – Specialty	Non-IT Specialty
1-3 years	Associate	$150	$150
3-5 years	Senior Associate	$195	$195
>5 years	Manager	$270	$270
	Senior Manager/Director	$365	$365
	Partner/Managing Director	$395	$395
	In Depth Subject Matter Expert	$395	$395

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 polices, http://fiscal.gmu.edu/travel/, and GSA per diem rates. Additional hourly rates for travel will not be considered.

Additional Discounts:

- For total fees greater than $200,000 in a contract year, we will provide an additional 1.5% discount for every $200,000 in additional fees, with a maximum discount of 6%.

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#3- Net 30 Payment Terms. Contractor shall enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. 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 Deliverables 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 6/10/2026 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. The applicable 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 related to fee and expense records and work product documentation ("Records") 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, provided advanced notice is given to the Contractor and such audits are performed during normal business hours no more than once per year. Notwithstanding the foregoing or anything in this agreement, nothing this Section or any audit or inspections hereunder, shall violate or cause Contractor to violate any of Contractor's professional standards, privacy, confidentially or legal obligations and provided further, that Contractor's work papers and other proprietary materials are excluded from such audit. George Mason will treat the Records as confidential information and may not disclose the Records to any other parties.

F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that 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. If Contractor performs background checks upon hiring of employees, no additional background check shall be required. 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. 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. Contractor shall promptly remove any Personnel from George Mason's premises upon George Mason's reasonable 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. Contractor shall have the right to immediately terminate this Contract or decline to perform Services if it discovers practices by George Mason that Contractor deems dishonest, fraudulent, or illegal; or Contractor determines that application of or changes in applicable rules or professional standards, such as those established by the AICPA, Public Company Accounting Oversight Board, and U.S. Securities and Exchange Commission, restrict Contractor's ability to complete the Services. Following notice terminating this Contract, but prior to the effective date of such termination, each party shall continue to abide by the terms and conditions of this Contract and comply fully with its obligations hereunder, and such termination notice shall not in any way hinder or interrupt the performance of this Contract during any period between the date of a termination notice and the date of actual termination.

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

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

2. 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 in accordance with Section E (AUDIT) if necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to 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 dispute's 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. Regardless of the outcome of the dispute, Contractor shall be paid for any work performed during said dispute.

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

1. The 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: Intentionally Omitted.

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. George Mason agrees to provide only the minimum amount of PII necessary for Contractor to perform the services under this Contract.

O. CONFLICT OF INTEREST: Contractor represents to 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 good faith 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 terminate this Contract. 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: Intentionally Omitted.

V. FORCE MAJEURE: Each party shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of 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 at rates to be negotiated and agreed upon between the parties. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract.

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

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any third-party claims, damages and actions of any kind or nature, whether at law or in equity, arising from any bodily injury or damage to tangible property or any infringement of a third party's intellectual property rights caused 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. The foregoing indemnification will not apply to the extent any infringement results from: (i) the use of the Deliverables other than in accordance with the terms of this Contract and any applicable documentation or instructions supplied by Contractor; (ii) any modification to the Deliverables not expressly agreed to in writing by Contractor; or (iii) the combination of the Deliverables with any materials not provided or expressly approved by Contractor.

Z. LIMITATION OF LIABILITY: George Mason agrees that the liability of Contractor and its present, future and former partners, principals and employees for any claim, including but not limited to, Contractor's negligence, shall not exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined to be the result of the Contractor's willful misconduct or fraud. In addition, George Mason agrees that Contractor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if Contractor was advised in advance of such potential damages. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by George Mason, Contractor, or others.

AA. 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.

BB. 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.

CC. 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. Unless the policy provides blanket additional insured coverage, 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.

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

1. Unless expressly agreed to the contrary in writing, or as required by law, regulation or request by an oversight body, any Deliverables 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 upon full payment of Contractor's billings. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. The Deliverables are for George Mason's internal use only. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors. Contractor's work papers are not part of the deliverables or work product or software associated with the deliverables and the work papers shall remain the confidential property of Contractor in accordance with professional standards.

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

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

FF. 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.

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

HH. 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. Notwithstanding the foregoing, Contractor is authorized to disclose and use George Mason's name, industry and a general description of the services provided in proposals, presentations, biographies or similar communications.

II. REMEDIES: If the Contractor materially breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract upon prior written notice and a reasonable opportunity to cure.

JJ. 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.

KK. 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/."

LL. 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.

MM. 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.

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

OO. 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. Contractor may use third parties to provide administrative and operational support to Contractor business operations. All of these third-party service providers are subject to confidentiality obligations to protect the confidentiality of George Mason data. Such entities may be located within or outside the United States.

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

QQ. 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.

7. George Mason will provide Contractor with the minimum amount of information necessary for the Contractor's performance of the Services.

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

1. Promptly within 24 hours upon 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. 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.

SS. 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. Notwithstanding the foregoing, Contractor may retain such data within its working papers in accord with professional standards and subject to the confidentiality provision of this Contract.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing 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.

TT. 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.

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

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

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

Grant Thornton Advisors LLC	**George Mason University**
DocuSigned by: Matthew Lerner D3581F4EE36644D...	DocuSigned by: Clifford Shore E1DA89EA373640A...
Signature	Signature
Name: Matthew Lerner	Name: Clifford Shore
Title: Partner	Title: Chief Procurement Officer
Date: 8/12/2026	Date: 8/12/2026

DATA SECURITY ADDENDUM
for inclusion in GMU-SS0808-25-04 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Grant Thornton Advisors 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 $1,000,000 per claim, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be included 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. 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.

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.

Grant Thornton Advisors LLC

DocuSigned by:
Matthew Lerner
D3581F4EE36644D...

Signature

Name: Matthew Lerner

Title: Partner

Date: 8/12/2026

George Mason University

DocuSigned by:
Clifford Shore
E1DA89EA373640A...

Signature

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 8/12/2026

GEORGE MASON UNIVERSITY

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

June 3, 2026

Matthew Lerner
Partner - Matthew.Lerner@us.gt.com
Grant Thornton Advisors LLC
3333 Finley Road Suite 700
Downers Grove, Il 60515

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

Dear Mr. Lerner;

Thank you for your response to our negotiation request. Below are George Mason University's responses, with additional clarifications on the terms and conditions provided at the end of this letter.
Please submit your reply by **June 9, 2026**.
This round represents our final negotiation cycle. If agreement on the remaining terms and conditions cannot be reached, we will conclude negotiations and proceed with alternative sourcing options.

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.

   Grant Thornton Advisors LLC Response: We confirm that the hourly rates provided in our original proposal, as well as the revised rates within this response, include travel costs within a 50-mile radius of George Mason's Fairfax campus, as well as any administrative, overhead, etc. costs.

   George Mason University 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 polices, http://fiscal.gmu.edu/travel/, and GSA per diem rates. Additional hourly rates for travel will not be considered.

   Grant Thornton Advisors LLC Response: We confirm that any travel costs outside of a 50-mile radius of the Fairfax campus must be in accordance with the above-referenced policies.

   George Mason University 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?? Please note that Grant Thornton has the highest rates presented amongst the top ranked firms for all categories presented, ranging from 14% to as high as 67% per category. The delta/difference is most extreme for your senior level positions including your SME at $515/Hour and Partner/Managing Director at $430/Hour.

   Grant Thornton Advisors LLC Response: Below please find revised hourly rates, which have been further discounted to reflect our strong interest in providing internal audit services to Mason. Our rate structure is aligned to the experience categories defined by George Mason University and reflects the skills, certifications, and expertise of personnel assigned to internal audit co-sourcing engagements.

The hourly rates include all required labor, overhead, and—when applicable—travel-related expenses if traveling within a 50-mile radius of George Mason's Fairfax campus. If Grant Thornton personnel are 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, as specified in the RFP.

Experience Level	Grant Thornton Job Title	IT – Specialty	Non-IT Specialty
1-3 years	Associate	$150	$150
3-5 years	Senior Associate	$195	$195
>5 years	Manager	$270	$270
	Senior Manager/Director	$365	$365
	Partner/Managing Director	$395	$395
	In Depth Subject Matter Expert	$395	$395

George Mason University Response: Confirmed

4. We also noted that, in your proposal, document titled "Fee Proposal with Corresponding Job Titles" that you provided more categories and rates than what was submitted with your pricing table and that ranges were provided. We are unable to accept ranges for labor categories and request that you provide a category and rate for each position you are offering under this solicitation. If you need to break out your categories to be more granular (Example. Jr. Associate, Associate Level II, Sr. Associate) please provide your updated pricing table at this time.

   Grant Thornton Advisors LLC Response: Please see the above rate card, which aligns with the requested structure and experience levels within Mason's RFP.

   George Mason University Response: Confirmed

5. 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:
   a. 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.

   b. 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.

   Grant Thornton Advisors LLC Response: While the above, revised rates are significantly discounted to reflect our keen interest in working with GMU, we are happy to offer the University additional discounted services based upon the volume of work. For total fees greater than $200,000 in a contract year, we will provide an additional 1.5% discount for every $200,000 in additional fees, with a maximum discount of 6%.

   George Mason University Response: Confirmed

6. If the University awards/has multiple contracts with your firm (now or in the future) please clarify that the volume discounts, if offered, will be applied against the total spend with the University under all contracts.

Grant Thornton Advisors LLC Response: We agree that the above-referenced discounts will apply to all internal audit, internal controls (e.g., ARMICS), and other risk-related engagements with the University. We would also be happy to separately discuss potential volume discounts for other (i.e., non-risk, controls, internal audit, etc.) services.

George Mason University Response: Confirmed

7. 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)?

   Grant Thornton Advisors LLC Response: In addition to the discounted rates above, we want to go above and beyond the requirements of this engagement and show our commitment to continuing to build our long-term relationship with Mason. To demonstrate our commitment to GMU and reinforce our desire to maintain a successful relationship, we will also provide the following at no charge to you:

   Complementary CPE Training – We can deliver CPE qualifying training on a variety of topics. As part of our relationship with GMU, we will include two training sessions delivered on topics of your choosing, which may include Cybersecurity, ERM, Data Analytics, Process Improvement, Accounting Standards, and others.

   Internal Audit 101 Training – We will provide tailored training to individuals involved in the internal audit process to promote a successful and rewarding experience. This training provides an overview of the internal audit function, how we collaborate to execute our work, and the value we can provide. Our clients have found our Internal Audit Survival 101 Training to improve the collaboration and cooperation between the process owners and the internal audit function by increasing the transparency and understanding of the role of IA in supporting the mission of the institution.

   No Charge Consultations – We strongly encourage frequent communication. As such, we do not charge for questions or conversations that do not require substantial research. We will provide access to our national team of industry-leading subject matter experts.

   George Mason University Response: Confirmed

8. 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.
   Grant Thornton Advisors LLC Response: We confirm that we will not add additional terms and conditions to any scope/statement of work (SOW), quote, or proposal issued to Mason. Mason will not be required to sign a separate SOW, quote, or proposal and each internal audit project will be limited to an outline or description of the work to be performed under each specific engagement. We understand that Mason's issuance of a Purchase Order is considered confirmation of the engagement.

   George Mason University Response: Confirmed

9. 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?
   Grant Thornton Advisors LLC Response: We commit to holding the above rates firm for the first two years of the engagement, after which we will discuss a minimal rate increase (i.e., 2-3%) with GMU. This minimal increase allows us to appropriately compensate our staff, which helps promote retention, continuity, and

quality service delivery for Mason.

George Mason University Response: Confirmed

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

    Grant Thornton Advisors LLC Response: Yes, we agree that the above-referenced rates can be offered to other VASCUPP institutions in connection with internal audit, internal controls (e.g., ARMICS), and other risk-related engagements. We would also be happy to separately discuss discounted rates for other (i.e., non-risk, controls, internal audit, etc.) services.

    George Mason University Response: Confirmed

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

    Grant Thornton Advisors LLC. Response: We acknowledge and understand that George Mason University cannot guarantee a minimum amount of business in connection with this RFP. That said, we have a strong interest in continuing to expand our relationship with the University, as reflected in our discounted rates, as well as the additional volume discounts noted above.

    George Mason University Response: Confirmed

12. Confirm your understanding of the following regarding payment and invoicing.
    - Work shall not begin until a Mason PO has been issued. A separate PO will be issued per engagement.
    - Mason will not prepay for services. All invoices must be submitted after services are rendered.
    - Invoices must detail the work performed per labor category with the agreed upon rates.

    Grant Thornton Advisors LLC Response: We acknowledge and understand the above-referenced items related to payment and invoicing.

    George Mason University Response: Confirmed

13. 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.

    Grant Thornton Advisors LLC Response: We acknowledge and agree to safeguard all University information in accordance with the confidentiality, privacy, and information security requirements within our contract with the University.

    George Mason University Response: Confirmed

14. Grant Thornton Advisors LLC. referenced exceptions to George Mason's Standard Terms and Conditions; however, this information was not noted in the proposal's submission. Please provide your exemptions for consideration.

    Grant Thornton Advisors LLC Response: Included in this submission are: (1) our original, existing contract with Mason, (2) the renewal / extension to our existing contract with Mason, and (3) our proposed redlines to George Mason's Standard Terms and Conditions. We would propose utilizing our existing agreement with

Mason for this engagement. If Mason prefers to execute a separate contract, we are confident in our ability to mutually agree upon terms and conditions, as we have done in the past with GMU.

George Mason University Response: We have reviewed the redlines that Grant Thornton Advisors LLC has provided. Please see the attached responses to these redlines. These redlines are GMUs final position. Please either confirm acceptance of the GMU response, provide non-material clarifying language edits, and/or indicate your intent not to proceed with executing an agreement under the proposed terms and conditions.

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

ATTACHMENT B – STANDARD CONTRACT

~~Grant Thornton accepts in principle the contract terms and conditions included in the solicitation as drafts of certain provisions of a contract, the final terms of which we anticipate being mutually negotiated through clarifications, changes and additional provisions to cover the circumstances of the engagement as finally awarded. Grant Thornton reserves the right to negotiate the terms and conditions outlined in the University's solicitation and as required by our industry professional standards for the mutually agreed upon scope of services to be provided to the University by Grant Thornton. The redlines below reflect what Grant Thornton has previously agreed to with the University and Grant Thornton respectfully requests that these terms be leveraged if awarded a contract. The included terms and any specified exceptions shall not be interpreted to prohibit Grant Thornton from proposing additional or alternative contract terms and conditions during negotiation of the final contract upon award.~~

Commented [ER1]: You must provide all your edits now. This is the negotiation of the final contract. Contract edits/redlines may affect the committees award decision.

Commented [ML2R1]: Understood - this language can be removed.

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~~internal audit services as set forth in the Contract documents. ~~Contractor warrants that it will perform its services on a reasonable professional efforts basis in accordance with applicable standards. This warranty is in lieu of, and Contractor expressly disclaims, all other warranties, express, implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Contractor does not warrant computer hardware, software or services provided by other parties.~~

The parties shall execute Statements of Work ("SOW") for each project which details the work to be performed and any deliverables. 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.

Commented [SS3]: The agreement we are executing is intending to include all Terms and Conditions that the parties are bound by. Please include all T&C's into this document. GMU does not intend to negotiate additional T&C with the execution of each SOW. If modifications to the T&Cs are necessary at any point during the contract, both parties may mutually negotiate these.

Commented [ML4R3]: Understood.

George Mason may, upon written notice, terminate any individual 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 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.

Contractor and Grant Thornton LLP (and their respective subsidiary entities) operate as an alternative practice structure in accordance with the American Institute of Certified Public Accountants ("AICPA") Code of Professional Conduct. Contractor, which is not a licensed certified public accounting firm, provides tax, consulting, and other advisory services. Grant Thornton LLP, a licensed certified public accounting firm, provides audit and other attest services, as well as related services to clients, within its accounting and auditing practice. Contractor is not being engaged to provide any form of attest report or opinion on financial data or internal controls in conjunction with this Contract. Such services may only be performed by Grant Thornton LLP under a separately executed agreement or engagement letter addressing such services.

III. **PERIOD OF CONTRACT:** Three (3) years from Effective Date with four (4) successive one-year renewal options. .

IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges. From time to time, Contractor may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Contractor to cover firm expenses.

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

Commented [ML5]: While we are fine accepting GMU's proposed edits / deletions to this section as-is, if needed, we would like to request clarification from GMU regarding the SOW/Purchase Order intent. The negotiation letter states, "Mason's issuance of a Purchase Order is considered confirmation of the engagement" and that an SOW would not be signed. However, the Standard Contract does state that an SOW will be executed for each project. Can GMU please confirm?
While we can agree to not adding additional terms to the SOW, it seems the SOW should be the contract mechanism for each individual project. And, if that is the case, we believe the SOW should be referenced within this list of contract documents. Our proposed edit here was intended to move the SOW up in the order of precedence, as (in our opinion) it should come before any pre-award documents. We noticed this change was struck and wanted to request clarification.

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 related to fee and expense records and work product documentation ("Records") 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, provided advanced notice is given to the Contractor and such audits are performed during normal business hours no more than once per year. Notwithstanding the foregoing or anything in this agreement, nothing this Section or any audit or inspections hereunder, shall violate or cause Contractor to violate any of Contractor's professional standards, privacy, confidentially or legal obligations and provided further, that Contractor's work papers and other proprietary materials are excluded from such audit. George Mason will treat the Records as confidential information and may not disclose the Records to any other parties.

F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that 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. If Contractor performs background checks upon hiring of employees, no additional background check shall be required. 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. 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. Contractor shall promptly remove any Personnel from George Mason's premises upon George Mason's reasonable 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. Contractor shall have the right to immediately terminate this Contract or decline to perform Services if it discovers practices by George Mason that Contractor deems dishonest, fraudulent, or illegal; or Contractor determines that application of or changes in applicable rules or professional standards, such as those established by the AICPA, Public Company Accounting Oversight Board, and U.S. Securities and Exchange Commission, restrict Contractor's ability to complete the Services. Following notice terminating this Contract, but prior to the effective date of such termination, each party shall continue to abide by the terms and conditions of this Contract and comply fully with its obligations hereunder, and such termination notice shall not in any way hinder or interrupt the performance of this Contract during any period between the date of a termination notice and the date of actual termination.

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

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

2. 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 in accordance with Section E (AUDIT) if necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to 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. Regardless of the outcome of the dispute, Contractor shall be paid for any work performed during said dispute.

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

1. The 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: Intentionally Omitted.

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. George Mason agrees to provide only the minimum amount of PII necessary for Contractor to perform the services under this Contract.

O. CONFLICT OF INTEREST: Contractor represents to 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 good faith 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 terminate this Contract. 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: Intentionally Omitted.

V. FORCE MAJEURE: Each party shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of 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 at rates to be negotiated and agreed upon between the parties. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract.

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

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any third-party claims, damages and actions of any kind or nature, whether at law or in equity, arising from any bodily injury or damage to tangible property or any infringement of a third party's intellectual property rights caused 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. The foregoing indemnification will not apply to the extent any infringement results from: (i) the use of the Deliverables other than in accordance with the terms of this Contract and any applicable documentation or instructions supplied by Contractor; (ii) any modification to the Deliverables not expressly agreed to in writing by Contractor; or (iii) the combination of the Deliverables with any materials not provided or expressly approved by Contractor.

Z. LIMITATION OF LIABILITY: George Mason agrees that the liability of Contractor and its present, future and former partners, principals and employees for any claim, including but not limited to, Contractor's negligence, shall not exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined to be the result of the Contractor's willful misconduct or fraud. In addition, George Mason agrees that Contractor and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if Contractor was advised in advance of such potential damages. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by George Mason, Contractor, or others.

AA. 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.

BB. 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.

CC. 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. Unless the policy provides blanket additional insured coverage, 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.

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

1. Unless expressly agreed to the contrary in writing, or as required by law, regulation or request by an oversight body, any Deliverables 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 upon full payment of Contractor's billings. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. The Deliverables are for George Mason's internal use only. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts

administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors. Contractor's work papers are not part of the deliverables or work product or software associated with the deliverables and the work papers shall remain the confidential property of Contractor in accordance with professional standards.

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

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

FF. 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.

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

HH. 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. Notwithstanding the foregoing, Contractor is authorized to disclose and use George Mason's name, industry and a general description of the services provided in proposals, presentations, biographies or similar communications.

II. REMEDIES: If the Contractor materially breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract upon prior written notice and a reasonable opportunity to cure.

JJ. 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~~, unless modified in accordance with 1. below~~. ~~Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.~~ Should the Contractor require any changes to the Contract ~~(other than pricing as detailed in 1. below)~~ 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.

KK. 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/."

LL. 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.

MM. 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.

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

OO. 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. Contractor may use third parties to provide administrative and operational support to Contractor business operations. All of these third-party service providers are subject to confidentiality obligations to protect the confidentiality of George Mason data. Such entities may be located within or outside the United States.

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

QQ. 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.

7. George Mason will provide Contractor with the minimum amount of information necessary for the Contractor's performance of the Services.

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

1. Promptly upon becoming aware of circumstances that have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify 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. 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.

SS. 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. Notwithstanding the foregoing, Contractor may retain such data within its working papers in accord with professional standards and subject to the confidentiality provision of this Contract.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing 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.

TT. 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.

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

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

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

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.

Commented [ML6]: With the understanding that this is GMU's final offer regarding the terms, we can agree to leave this language in. However, we would like to note that this is not applicable to the services and Grant Thornton should not receive any payment card data at any time.

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 $1,000,000 per claim, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be included 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. 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.

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: ______________________________

GEORGE MASON UNIVERSITY

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

July 22, 2026

Matthew Lerner
Partner - Matthew.Lerner@us.gt.com
Grant Thornton Advisors LLC
3333 Finley Road Suite 700
Downers Grove, Il 60515

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

Dear Mr. Lerner;
We are requesting clarification on the hourly rates listed in your response to question 9 in the negotiation letters.

Question 9 stated: "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?" The response from Grant Thornton was "We commit to holding the above rates firm for the first two years of the engagement, after which we will discuss a minimal rate increase (i.e., 2-3%) with GMU. This minimal increase allows us to appropriately compensate our staff, which helps promote retention, continuity, and quality service delivery for Mason."

This is conflict with the renewal clause in the contract, which is three years for the initial term of the contract, not two years. Please confirm that Grant Thornton is able to hold pricing for the initial term, three years, of the contract.

> Grant Thornton Advisors LLC Response: We confirm that we are able to hold our prices firm for the initial three-year term of this contract.

George Mason also requests the deletion of the sentence regarding incentives, bonuses, rewards, corporate cards, and other vendors. The provision does not appear applicable to the pricing for internal audit services and is unclear as to the source and nature of the referenced incentives. As drafted, the language could create ambiguity or an appearance that third-party payments or vendor incentives are connected to the services provided under the contract. If Grant Thornton believes a disclosure is necessary, please explain the purpose of the provision and identify the types of incentives contemplated. Any retained language must clarify that such incentives are unrelated to George Mason, unrelated to this contract, do not affect pricing or performance, and do not involve referral fees, commissions, kickbacks, gratuities, or incentives from third parties connected to the services.

> Grant Thornton Advisors LLC Response: We can agree to remove the requested language. For GMU's awareness, this language relates to rebates we receive related to our corporate card and other vendors (such as our Azure usage) and it is simply a disclosure we are required to make, though it has no impact on the pricing or the services.

Please return confirmation or edits no later than 9:00am July 27, 2026.

Thank you,
Sara Siddall
Strategic Sourcing Manager

GEORGE MASON UNIVERSITY

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

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS
VASCUPP

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 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: ______________________________ Date: ______________________________

DBA: ______________________________

Address: ______________________________

______________________________ By: ______________________________
Signature

FEI/FIN No. ______________________________ Name: ______________________________

Fax No. ______________________________ Title: ______________________________

Email: ______________________________ Telephone No. ______________________________

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

SWaM Certification Number: ______________________________

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

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

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

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

OFFEROR PROPOSAL SUBMISSION CHECKLIST

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

- □ RFP Cover Page, accurately filled in and signed with checked off box confirming your proposal contains any exceptions to George Mason's Standard Contract and all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract.
- □ All addenda, if any were issued and a signature line is included.
- □ Attachment A - Small Business Subcontracting Plan. This is a requirement for all Offerors.
- □ Exceptions (if any) to George Mason's Standard Contract.
- □ Any Statements of Work or supplemental document(s) George Mason may be required to sign or that could potentially be incorporated into a final contract or apply during the term of a resulting contract.
- □ Any agreement that George Mason would be required to sign with a third party.
- □ State your payment preference as required in Bonfire. Only select one payment option.
- □ 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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GMU-SS0808-25

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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:
     - Internal Auditing in Higher Education: Familiarity with governance structures, compliance frameworks (e.g., FERPA, NCAA, federal grant compliance), and academic operational processes.
     - Information Technology Auditing: Expertise in cybersecurity, data privacy, ERP systems, and IT general controls.
     - Research Compliance Auditing: Knowledge of grant management sponsored research regulations, and export control requirements.
     - Fraud Investigations: Ability to conduct forensic audits, identify fraud indicators, and apply investigative methodologies.
     - Provide documented certifications (e.g., CIA, CISA, CFE) and evidence of prior engagements in similar environments.

2. Resourcing Responsiveness and Flexibility
   - Contractor should ensure:
     - Rapid deployment of qualified personnel within agreed timelines.
     - Scalable resourcing to accommodate fluctuating audit demands.
     - Flexible scheduling to align with university operational cycles and urgent requests.

3. Tools and Capabilities for Internal Auditing
   - Contractor should provide:
     - Data analytics platforms are capable of handling large datasets securely.
     - 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:
     - Adhere to FERPA, HIPAA, and institutional data protection policies; i.e., Data Policy 114.
     - Implement end-to-end encryption for data transmission and storage.
     - Maintain audit trails for all data access and processing activities.

5. Knowledge Transfer and Capacity Building
   - Contractor should:
     - Conduct regular knowledge-sharing sessions with George Mason staff.
     - Deliver risk assessment, and analytics.
     - 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:
     - Ability to analyze entire datasets (not just samples) for anomaly detection and risk indicators.
   - Automation of Audit Procedures:
     - Automated control testing, compliance checks, and repetitive audit tasks.
   - ERP and Data System Integration:
     - 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.
     - 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:
     - 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.
   - Are you and/or your subcontractor currently involved in litigation with any party?
   - Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
   - Please list all lawsuits that involved your firm or any subcontractor in the last three years.
   - In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.

2. 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. <u>Relationships with large public universities</u>

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. <u>Managing the Relationship with George Mason's Office of Audit and Compliance:</u>

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. <u>Information Protection:</u>

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**.

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

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 polices, http://fiscal.gmu.edu/travel/, and GSA per diem rates. Additional hourly rates for travel will not be considered.

b. Provide information related to volume / discount breakpoints.

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.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

	Description of Criteria	Maximum Point Value
1.	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 contact 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 contractfor the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses includebut are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that 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: ____

GEORGE MASON UNIVERSITY

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

ATTACHMENT B – STANDARD CONTRACT

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

This Contract entered on this ____ day of __________, 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 XXXXX (attached);
D. RFP No. GMU-XXXX-XX, in its entirety (attached);
E. Contractor's proposal dated XXXXXX (attached);
F. Contractor's Statement of Work template (attached).

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

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

Participation in this Contract is strictly voluntary. If authorized by the Contractor, 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 Contactor, 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

Company Name

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

SAMPLE INVOICE

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

GEORGE MASON UNIVERSITY

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

Grant Thornton

Helping you stay focused on your mission

George Mason University & Grant Thornton

A partnership committed to providing outstanding Internal Audit Co-Sourcing Services

JANUARY 30, 2026

Table of Contents

Below is a summary of proprietary information that we request to be exempt from disclosure under Freedom of Information Act (FOIA) requests.

Executive Summary (Proprietary Information)

Dear Sara and Erin,

Thank you for the opportunity to present our qualifications to provide co-sourced internal audit ("IA") services to George Mason University ("GMU," "George Mason," or "the University"). We strongly believe that Grant Thornton* is positioned well to deliver high-quality services with an approach tailored to partnering with GMU along your co-sourcing journey that is both efficient and allows GMU to leverage the expertise and technology of Grant Thornton's Higher Education Advisory Services practice. We are grateful for the relationship we have built with you through our ARMICS and other Advisory work in the past, and for the collaborative, agile, and respectful way that our teams have been able to work together. You have been and will continue to be an important client of our firm, ensuring that your engagement team will maintain their unwavering commitment to excellence in service delivery and client satisfaction.

As you review our proposal, you will notice our experience comes from individuals who have extensive experience in the higher education industry, as well as significant internal audit expertise. Throughout this proposal, we demonstrate our credentials and the value that we will bring to GMU, including these important benefits:

- **No introductions needed.** Based on our prior experience providing ARMICS and other Advisory services to GMU, your Grant Thornton team has hands-on insight into your current operations, risks, people and opportunities which will allow us to ensure we execute in an efficient and effective manner.
- **Unmatched higher education industry experience.** We bring deep expertise across operations, technology, and organizational matters in the higher education and not-for-profit sectors. With 700+ practitioners serving 800+ clients – including numerous prominent institutions with robust academic research programs, including University of California System, University of Southern California, University of Maryland System, Clemson University, Tufts University, University of Oklahoma, University of Texas, and George Washington University, among many others.
- **Utilizing Internal Audit Innovation.** We will leverage artificial intelligence and analytics tools such as CompliAI, our proprietary generative AI-enabled risk platform, Microsoft Copilot, Whole Ledger Analytics, and other cutting-edge assessment tools. Grant Thornton recently announced a $1B investment in AI and advanced technologies to continue enhancing our ability to deliver innovative and high-quality services based on a people-centric model powered by AI.
- **Access to Subject Matter Specialists.** You will benefit from direct access to senior specialists with 15–20+ years of experience delivering internal control solutions across higher education, not-for-profit, governmental and related sectors. Our 1,100+ Risk Advisory professionals bring deep expertise in areas such as cyber security and IT, artificial intelligence, academic research, student services (e.g., financial aid, enrollment management, student billing, admissions), regulatory compliance (e.g., FERPA, NCAA, Title IX, Title IV, HIPAA), fundraising, grants management, construction, finance, HR, third-party risk, and other industry-specific functions.
- **A proven leader in providing innovative internal audit services.** We literally "wrote the book" on internal controls and the use of data analytics in internal audit and are sought after by leading industry organizations such as Association of College and University Auditors (ACUA), the Institute of Internal Auditors (IIA), Committee of Sponsoring Organizations of the Treadway Commission (COSO), the American Institute of Certified Public Accountants (AICPA), Information Systems Audit and Control Association (ISACA), and other professional and standard-setting organizations to drive innovation and guidance, advancing the profession's capabilities. The University will have access to the latest thinking on evolving trends and standards.

George Mason will be served by an experienced, consistent, core internal audit team comprised of members of our national Higher Education Center of Excellence, including local Metro DC resources, and supplemented by our national subject matter specialists to ensure that you gain the benefit of top-level insights throughout the engagement.

As you review our proposal, we believe that no other firm brings the same combination of proven IA experience utilizing a consultative approach, higher education industry insight and focus, use of artificial intelligence, data analytics and other emerging technologies, and partner commitment to meet and exceed the University's expectations for high-quality and accretive IA services.

Please don't hesitate to contact us with any questions that you may have about our proposal. Thank you again for the opportunity to submit a proposal for this important engagement.

Sincerely,

Matthew Lerner

Matthew Lerner
Partner and National Leader, Higher Education Risk Advisory Services
E: matthew.lerner@us.gt.com | **T:** +1 212 542 9816

***"Grant Thornton," "us," "firm," or "we" refers to Grant Thornton LLP and Grant Thornton Advisors LLC (and their respective subsidiary entities) unless otherwise denoted. See appendix for information about how services are delivered in accordance with our alternative practice structure.**

RFP Responses

GENERAL FIRM BACKGROUND AND INFORMATION

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

In 1924, Alexander Richardson Grant founded Alexander Grant & Co. Grant had been a senior accountant with Ernst & Ernst (now Ernst & Young). The firm grew nationally for the next couple decades. During the 1960s, Alexander Grant & Co. joined with firms from Australia, Canada and the United Kingdom to establish the firm of Alexander Grant Tansley Witt. This organization operated successfully for 10 years. In 1980, Grant joined with 49 other international accounting firms to form Grant Thornton International. Following its merger with Denver-based Fox & Co., Alexander Grant & Co. became the nation's ninth largest accounting firm in 1985. In 1986, we changed our name to Grant Thornton, reflecting our affiliation with the United Kingdom firm Thornton Baker, which also changed its name to Grant Thornton. On May 31, 2024, Grant Thornton LLP and Grant Thornton Advisors LLC (and their respective subsidiary entities) began practicing as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards after closing an investment that enabled the transition to this alternative practice structure.

An award-winning organization, year after year:

- Named ten times as one of the Top Companies for Executive Women by Working Mother (now Seramount)
- Fifth consecutive year receiving a perfect score of 100% on the Corporate Equality Index
- Received the Brandon Hall Gold Award for Best in Business Strategy and Technology Innovation for Connected Classroom, our innovative learning and development program
- Seventh consecutive year receiving a perfect score of 100% on the Human Rights Campaign Foundation's Corporate Equality Index

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

Through the member firms of Grant Thornton International Ltd, a leading global audit and assurance, tax and advisory organization, we help dynamic organizations unlock their potential for growth by providing meaningful, forward-looking advice. Proactive teams, led by approachable leaders from Grant Thornton, use insights, experience, and instinct to understand complex issues for higher education, not-for-profit, public sector, privately owned, and publicly listed clients and help them to find solutions. 80,000+ Grant Thornton people, serving over 150 markets, are focused on making a difference to clients, colleagues and the communities in which we live and work.

Statistics*	Global	United States
Revenues (USD)	$8.5 billion	$2.37 billion
Personnel	80,000	9,075*
Partners	4,273	561
Offices	696	46
Statistics as of:	Dec 10, 2025	December 31, 2024

Higher Education Practice

The higher education and not-for-profit sectors are strategic industry segments for our firm, and our practice is close to the largest of any such practice nationally. As a leader in this sector, we give back to the higher education and not-for-profit community by sharing our best practice experience through a wealth of thought leadership we produce via articles, webcasts and training.

We have a well-earned reputation for providing clients with in-depth knowledge and a unique understanding of the sector and its operations, opportunities and challenges. We are the only leading accounting firm to have fully dedicated professionals from staff to partner who work exclusively with higher education and not-for-profit clients. Our professionals provide our clients with information about relevant industry trends, accounting and regulatory pronouncements, practical insights and value-added recommendations.

Practice size and reach

- 33+ Partners and managing directors dedicated to serving the higher education and not-for-profit sector
- 800+ Not-for-profit clients across the higher education, association, foundation, Jewish and Israeli, museum and cultural, religious and social services sectors

- 40% of the top 25 U.S. News and World Report Best National Universities (Count may include affiliates)
- 50% More than 50% of the top 10 U.S. News and World Report Best National Universities (Count may include affiliates)
- 50% of the top 10 Chronicle of Philanthropy America's Favorite Charities (Count may include affiliates)
- 80% of the top 5 organizations listed on the NonProfit Times' top 100 list (Count may include affiliates)

Representative core specialty areas covered by the Higher Education practice:

Academic Affairs	Finance (cont'd)	**Information Technology**
Academic Program Assessment	Fixed Assets	Cyber Security
Accreditation Compliance	Grants Management	Cloud Security
Faculty Workload Management and Release Time	Investment and Endowment Management	IT General Controls / Identity Access Management
Student Privacy	Procurement	Disaster Recovery
Auxiliary Activities	T&E Expenses	Emerging Technologies / Artificial Intelligence
Facilities Planning and Management	**Governance, Risk, & Compliance**	IT Architecture and Data Integrity
Campus Safety and Security	Business Continuity / Emergency Response	Data Center Physical Security
Construction / Capital Projects	Crisis Management and Communications	IT Governance / Project Management
Deferred Maintenance	Conflict of Interest / Commitment	Network Administration
Performing Arts Center Operations	Data Governance	System / ERP Pre- and Post-Implementation
Student Facilities and Campus Utilization	Diversity, Equity, and Inclusion (DE&I)	Third-Party Vendor Management
Development & Fundraising	Enterprise Risk Management	**Student Services**
Donor Privacy	Environmental, Health and Safety	Admissions / Student Recruitment
Donor Reporting	External Reporting / Institutional Research	Athletics and NCAA Compliance
Fundraising and Development Activities	Institutional Data Reporting (IPEDS, US News)	Continuing Education
Restricted Gifts	Marketing Activities / Public Relations	Dispute Resolution and Student Conduct
Finance	Regulatory Compliance (e.g., Title IX, Title IV, FERPA, HIPAA, GLBA)	Endowed and Restricted Scholarships
Accounts Payable	Strategic Planning Performance Assessment	Enrollment Services
Accounts Receivable	Whistleblower Management	Financial Aid
Budgeting / Financial Planning & Analysis	**Academic Research**	Registrar / Student Records
Cash Management	Animal Research (IACUC) / Human Research (IRB)	Residence Life and Student Accessibility
Contract Administration	Intellectual Property / Export Controls	Student Advisement / Graduate Assistance
Financial Close	Research Facilities and Labs	Student Billing, Receivables, and Collections
Financial Reporting	Sponsored Research Administration and Compliance	Student Clinics / Wellness
Financing and Debt Management	Research Development	Student Experience / Student Life

Internal Audit & Risk Advisory

Grant Thornton's Internal Audit (IA) and Risk Advisory practice is the firm's largest advisory segment and provides extensive specialized capabilities across operational, financial, IT, cyber, research, regulatory, and data-driven audit domains.

Practice size and capabilities

- 1,100+ Risk Advisory professionals delivering IA, ERM, compliance, fraud, analytics, IT audit, cybersecurity, and risk transformation services.
- 920+ Risk Advisory professionals in the U.S. and 3,200 globally, making this the firm's largest advisory practice.
- 20+ dedicated IA Cybersecurity experts, 150+ technology SMEs, and 500+ IT/cyber IA engagements delivered.
- IA teams have authored industry-defining publications for the IIA and COSO, including books on data analytics, internal controls, and monitoring practices.
- Recognized thought leaders in ACUA, IIA, NACUBO, and AICPA committees and conferences.

Specialty focus areas within Internal Audit:

- IA outsourcing, co-sourcing, and departmental transformation
- Enterprise Risk Management (ERM)

- Operational and financial process audits
- Regulatory compliance audits (FERPA, NCAA, Title IX, Title IV, HIPAA)
- Research compliance audits (HRPP, IRB/IACUC, grants, clinical trials)
- IT general controls, cybersecurity, cloud, and data governance
- Forensic fraud risk and investigations
- Construction audits and capital project monitoring
- Continuous monitoring and data analytics
- Quality assurance reviews

IT & Cybersecurity Internal Audit Practice

We have an Internal Audit practice dedicated to IT and Cybersecurity. All our IA IT/Cybersecurity team members are IA professionals with deep IT and cybersecurity experience, many with extensive hands-on experience as technology practitioners.

Practice size and capabilities

- 20+ IA cybersecurity experts
- 500+ IA IT and cybersecurity projects
- 150+ Technology subject matter specialists
- We are more than consultants; we are active thought leaders in our industry:50+ Webcasts on IT Internal Audit, 40+ Cybersecurity Presentations, 30+ IIA Chapter events, 6+ IA Advanced Technical Testing tracks at IIA National Conferences.
- Three of the largest global accounting organizations have turned to us to conduct their own SOC reporting, demonstrating our ability to deliver the highest levels of quality. Four of the largest audit firms have turned to Grant Thornton to conduct their triennial peer reviews.

Core specialty areas covered by the IT & Cybersecurity Internal Audit Practice

Internal audit must first determine the base IT and cybersecurity audits it needs to perform to meet compliance and rotational audit requirements. From this foundation, IA leaders can work with executive management to identify, scope and execute more strategic audits. The following provides a broad view of the IT and cybersecurity audits often seen in internal audit plans.

Traditional IT • IT Due Diligence • IT Risk Assessment • Regulatory Exam Preparation, Response and Remediation • SOX Compliance • Third party risk management • Systems Development Lifecycle • Business Continuity/Disaster Recovery	**IT Governance** • IT Strategy & Governance • IT Policies, Procedures and Reporting Development • Knowledge Management • Quality Assurance Reviews (QAR) • IT Maturity	**Cyber Security Program & Risk Management** • Cybersecurity program maturity assessment • Identity and Access Management • Security Policies and Standards • Third Party Risk Management • Security Awareness and Training • Key Risk Indicator Metrics and Reporting	**Network Security & Perimeter Defense** • Network Architecture • Patch and Vulnerability Management • Security Incident Management • Ransomware Preparedness • Operating Systems and Database Hardening • Security Logging and Monitoring • Penetration Testing
IT Operations • Backup Operations • Service Management / SLA • Process Optimization • Asset Management • Infrastructure and Planning • Service Center Operations/Help Desk	**Emerging Areas** • Generative AI • Digitalization Strategy • Information Security Maturity and Compliance • RPA Governance • Web Portal for Agents • API Reviews • Citizen Developer	**Data Protection** • Data Governance Program • Data Privacy • Data Classification Protection and Retention • Data Leakage Protection • Insider Threat • Data Encryption	**Cloud Governance and Operations** • AWS, Azure, and GCP • Cloud Governance Program • Cloud Migration • Cloud Infrastructure • Cloud Security Operations, Monitoring and Reporting • Cloud Application Security • Cloud Data Security

Docusign Envelope ID: DCD1586B-FC33-8F68-8079-449373204A3C

Data Analytics Practice

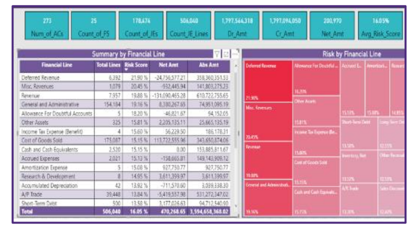
Data Analytics Tools to Assess Risks and Enhance the Effectiveness of our IA Activities.

WHOLE LEDGER ANALYTICS ("WLA")

Our process facilitates early identification of reporting and internal control risks, allowing us to zero-in on the data with the highest risk and impact potential. These tools can also provide insights, such as the extent to which automated processes have been adopted and timeliness of your financial close process.

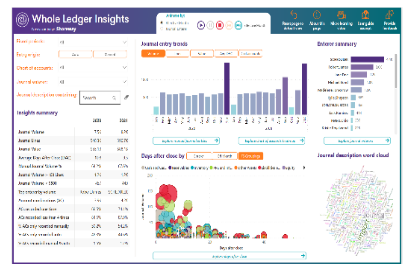
WLA - SCOPING AND RISK ASSESSMENT

Expanding the use of WLA, we have developed a tool to aid in our financial risk assessment. This tool utilizes the same general ledger data as WLA, and risk ranks financial statement line items based on the risk scores of the underlying journal entries.



WLA – INSIGHTS

Using the general ledger data as in our risk-focused analytics, we provide additional insight on entry type, enterer, and timing. These analytics provide additional perspectives to align to fraud risk while identifying opportunities for financial process improvement.



COGNITIVE ANALYTICS, DATA VISUALIZATION, AND TRADITIONAL ANALYTICS CAPABILITIES

We are able to offer Cognitive Analytics, Data Visualization and Traditional Analytics, which can be integrated into the audit process. This includes both semi-automated and automated testing based on the availability of necessary data points and associated risk appetites.

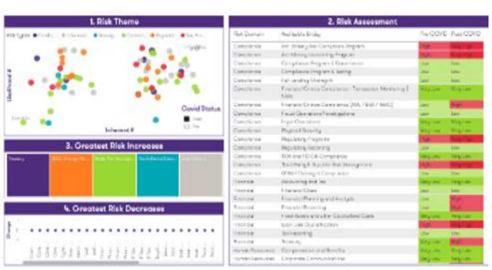
INTERNAL AUDIT DATA ANALYTICS

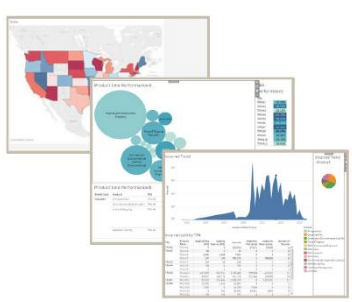
	Risk assessments & risk-based sampling	Data analytics & continuous monitoring
What?	Enhance risk assessment & identify high risk transactions across population	Accelerate use of data analytics to create efficiencies and continuously monitor
How?	• Enhance risk assessment with analytics • Risk rank and score high risk activity • Leverage dynamic dashboards to drill down on outliers and report findings	• Automate data collection and / data transformation for analytics or audits • Leverage analytics & technology to enable continuous monitoring

We help leverage analytics to create value and insights, and drive ROI.

- Analytics professionals who understand data, technology and industry nuances, and incorporate those into a tailored approach
- Tool and technology agnostic approach – we'll meet you where you are
- Experience that enables quick wins with immediate benefits
- Teams with diverse backgrounds in data science, forensics, risk, compliance, and technology that challenges the status quo
- Investment and exploration with cutting edge techniques, tools and data architectures providing unique insight into the benefits and challenges of each

POWERFUL RESULTS





Research Experience

We have extensive experience performing the following research internal audit projects.

Research Internal Audit

- Clinical Information Tracking
- Clinical Trials Billing
- Clinical Trials Revenue recognition
- Medicare coverage analysis review
- Clinical Trials KPIs (timely data entry, query response)
- Budgeting and Negotiations
- Research Time & Effort
- Human Research protection Program (HRPP)
- Investigational Drug Reimbursement
- Stem Cell Research & Oversight
- Research Conflict of Interests
- OnCore Implementation
- Good Manufacturing Practice (GMP)
- Radiation Safety
- Core Facilities
- Data Research vs NIST standards
- Research Risk Assessment

Research Advisory

- Research Rapid Assessment
- Research Strategy / Optimization Plan
- Research Transformation
- Research IT Solution Selection
- Research IT Implementation Support
- Facilities Assessment
- Capacity / Resource
- Compliance Remediation

Operations

- CT Phase 1-IV
- Clinical Research Units
- Clinical Research Centers
- Facilities Oversight
- Design/ Build

Administration

- Cost models
- CR Revenue Cycle
- Contracting (DU/ MTA, NDA, CTA, etc.)
- M&A
- Granting (NOA/ F&A/ Reporting)
- Technology Solutions

Compliance and Regulatory Experience

GCP, GMP, HRPP, HHS, FDA, USDA, IACUC, IBC, IRB, OMB

Examples of thought leadership published by our industry recognized Clinical Research Subject Matter Specialist, Erika Stevens:

- ***Are Clinical Research Coordinators Recognized as Professionals?***
- ***Compliance Today – Proactive clinical research revenue cycle compliance – June 2019***
- ***Clinical Researcher: The Authority in Ethical, Responsible Clinical Research (April 2021, Volume 35, issue 3)***

Fraud and Forensics Practice

When risk becomes reality, Grant Thornton's Forensic team helps clients identify, mitigate and respond to fraud, regulatory issues, litigation and other challenges so they can take rapid protective action, restore confidence and get back to creating value.

Investigations: We support clients and their legal counsel in investigating allegations of fraud, waste and abuse, whistleblower claims and inquiries from shareholders or regulators. Our work spans accounting irregularities and restatements, asset tracing, board-level investigations, forensic accounting and global investigations.

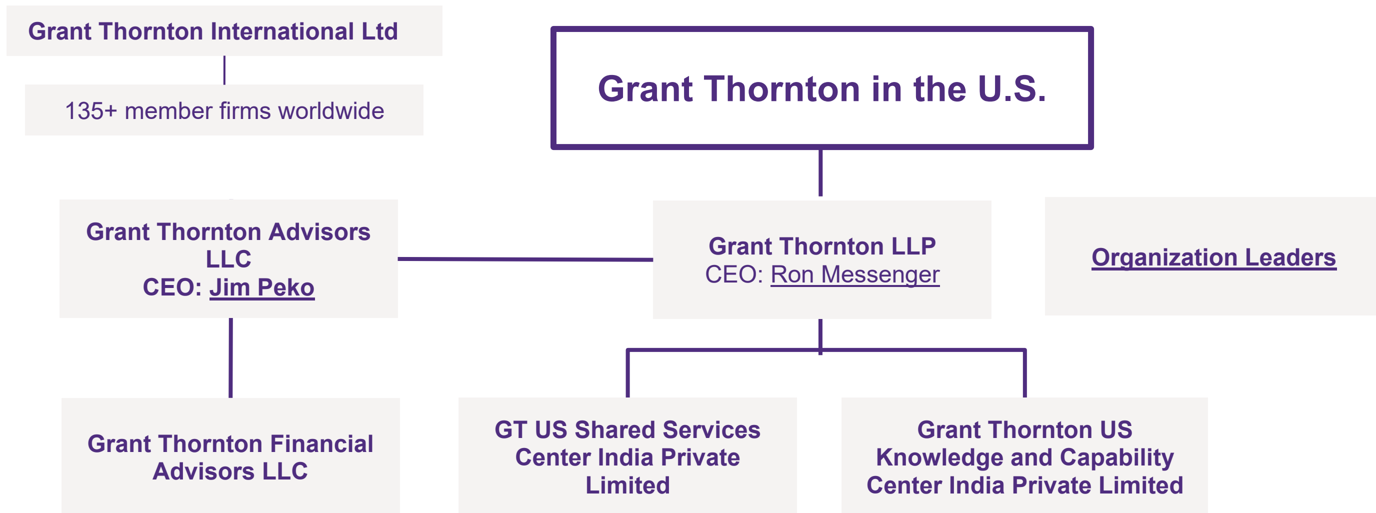
Forensic Technology Services: We help clients identify, collect, recover, reconstruct and preserve electronic evidence essential to modern investigations. Our services include computer forensics, advanced data analytics such as predictive coding, e-discovery, incident response and data breach investigations, as well as records and risk management.

Regulatory Compliance: We work with clients to strengthen compliance programs by identifying vulnerabilities, assessing controls and helping ensure adherence to regulatory expectations. Our support includes compliance assessments, program design and enhancement, monitoring mechanisms and risk management practices tailored to the organization's needs.

Litigation and Dispute Consulting: We provide financial and economic analysis to clients and their legal counsel to address complex disputes and quantify economic damages. Our team assists with commercial disputes, complex accounting matters, regulatory enforcement actions, post-acquisition disputes, bankruptcy litigation and class action engagements.

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

Grant Thornton* in the U.S. (Grant Thornton LLP, Grant Thornton Advisors LLC and their respective subsidiary entities), headquartered in Chicago, Illinois, is a brand name under Grant Thornton International Ltd (GTIL), a leading global organization of member firms providing audit, tax and advisory services. Thriving for 100+ years, our U.S. firm is people-focused and purpose-driven. We believe business should be more personal and that the strongest results start with trust.



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Locations, service lines and industry groups

Grant Thornton can provide George Mason with personalized attention and deep technical knowledge in a timely fashion. We afford this level of professional service by utilizing an organizational structure that incorporates three distinct dimensions - geographic locale, service line and industry group. Each of the firm's designated regions (Atlantic Coast, Northeast, Texoma, Southeast, West and Central) is led by a regional managing partner/principal and supported by designated market managing partners/principals within each region. Critical to this structure is our high level of collaboration and coordination across the geographic/ service-line/industry matrix, allowing clients easy access to subject matter and industry specialists throughout the United States, regardless of their location.

Atlantic Coast Region	Northeast Region	Texoma Region	Southeast Region	West Region	Central Region
Baltimore District of Columbia Arlington Philadelphia Pittsburgh	Boston Hartford Iselin Manhattan Melville	Austin Dallas Houston Oklahoma City Tulsa	Atlanta Charlotte Columbia Fort Lauderdale Jacksonville Orlando Raleigh Miami Tampa	Bellevue Los Angeles Orange County Pheonix Portland Reno Salt Lake City San Diego San Francisco San Jose	Appleton Chicago Cincinnati Cleveland Denver Detroit Downers Grove Kansas City Milwaukee Minneapolis St. Louis Wichita

Metro DC Office and Northeast Region – Grant Thornton's Higher Education Center of Excellence
George Mason will be served by an experienced, consistent, core internal audit team comprised of members of our national Higher Education Center of Excellence (primarily located in the Metro DC and Northeast region), supported by our national subject matter specialists to ensure that you gain the benefit of top-level insights throughout the engagement. Across these regions, we serve 260+ not-for-profit organizations and 100+ higher education institutions, supported by fully dedicated industry partners and professionals who understand the unique needs of institutions like yours. Nationally, we have a strong network of 9,070+ professionals in 46 offices, but what matters most are your local, day-to-day resources — the people whose faces you'll see in your office and the voices you'll hear when you need guidance or advice. In our Metro DC and Northeast practices, 45% of our client-serving professionals are partners and managers, reflecting our philosophy of maintaining active partner and management involvement throughout the engagement. All key members of your service team bring significant experience working with higher education and not-for-profit clients. With a team focused solely on the needs of the University and other institutions like yours, we offer advisory services informed by leading industry practices and emerging trends. Our comprehensive, market-leading solutions can support you across a broad range of business activities in an increasingly competitive landscape. Across Metro DC, the Northeast, the broader U.S., and around the globe — we're here to help you manage tomorrow.

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).

In-depth higher education understanding

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

UNDERSTANDING YOUR CHALLENGES

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

- Improving fiscal oversight and accountability
- Staying current with the changing regulatory environment
- Conducting strategic assessments of revenue enhancement and cost reduction opportunities
- Mitigating reputational risk
- Making education affordable while sustaining adequate net tuition revenue
- Stresses on tuition discounting
- Evaluating research administration and compliance
- Assessing effectiveness of organizational governance
- Understanding and controlling costs
- Managing inconsistent investment returns and challenges in philanthropic support
- Attracting and enrolling high-performing students and recruiting top-notch faculty and administrators – while continuing to support ongoing operations and infrastructure
- Mitigating cybersecurity and data privacy related risks, including phishing, hacking, and ransomware attacks
- Using assets strategically, pressures for capital financing and constrained debt capacity
- Dealing with challenges in construction, as well as funding facility refurbishment and maintenance
- Developing or refining approaches to business continuity, disaster recovery, and crisis management

Experience in Higher Education Internal Audit and Related Risk Management Engagements

Our experience working with a variety of universities will enable us to leverage a wealth of industry knowledge and best practices when working together on this assignment.

REPRESENTATIVE HIGHER EDUCATION CLIENT LIST (Proprietary Information)

- Adelphi University
- Albany Law School
- American College of Greece
- American University
- Auburn University
- Barnard College
- Baylor University
- Biola University
- Boston University
- Bowie State University
- Brandeis University
- Cambridge College
- Carnegie Mellon University
- Case Western Reserve University
- Catholic University of America
- Clark University
- Clemson University
- Colby College
- Columbia University
- Community College of Philadelphia
- Connecticut State Colleges and Universities
- Culinary Institute of America
- Dallas County Community College District
- Dominican University of
- California
- Duquesne University
- Elon University
- Embry-Riddle Aeronautical University
- Emerson College
- Emory University
- Florida International University
- Florida State University
- Gallaudet University
- George Mason University
- George Washington University
- Georgetown University
- Gordon College
- Harvard University
- Hood College of Frederick, Maryland
- Illinois State University
- Ithaca College
- Johnson County Community College
- Lafayette College
- Lehigh University
- Long Island University
- Lynn University
- Manhattanville College
- Marist College
- Nevada System of Higher Education
- New Mexico State University
- New Jersey Institute of Technology
- New York Institute of Technology
- New York University
- North Carolina State University
- Philadelphia College of Osteopathic Medicine
- Phillips Exeter Academy
- Pratt Institute
- Rensselaer Polytechnic Institute
- Rutgers, The State University of New Jersey
- Saint Anselm College
- Saint Joseph's University
- Sarah Lawrence College
- Savannah College of Art and Design
- Seton Hall University
- Smith College
- Southern Methodist University
- Southern New Hampshire University
- St. Francis College
- St. George's University
- St. John's University
- St. Joseph's College
- Stanford University
- Stockton University
- Stony Brook University, SUNY
- Texas A&M Commerce
- Texas Christian University
- Texas Tech University
- The City University of New York
- The George Washington University
- The Juilliard School
- Touro University
- Trinity University
- Tufts University
- University of California System
- University of Chicago
- University of Delaware
- University of Illinois at Chicago
- University of La Verne
- University of Louisville
- University of Maryland Baltimore County
- University of Maryland, College Park
- University of Massachusetts
- University of Miami
- University of New England
- University of North Texas System
- University of Oklahoma
- University of Pennsylvania
- University of Southern California
- University of Texas System
- University of the Sciences in Philadelphia
- University System of Maryland
- University System of New Hampshire
- Wagner College
- West Coast University
- Western University of Health Sciences
- Worcester Polytechnic Institute
- Yale University

Information Technology (IT) Risk and Controls

Properly designed and operating IT controls are the cornerstone to an effective internal control environment. Our approach to IT risk and control is comprehensive from a technology perspective, but is driven by business need, and most of all, by business risk.

- Our proven methodologies and tools are aligned with ISACA / CobIT, COSO, NIST and ITIL frameworks.
- Begins with understanding your environment and risks.
- Business processes, applications, IT infrastructure, hardware, third parties and IT architecture must be understood within the overall environment in which they operate.
- We assess and help improve all aspects of IT control:
  - IT governance
  - IT general controls
  - Application controls, including interfaces
  - Key report and end user computing integrity
  - Security, data protection and privacy
  - Availability and agility

- Grant Thornton has extensive experience assessing and auditing a wide range of enterprise applications and technology platforms across higher education. Our teams have evaluated virtually every major off-the-shelf and custom system used by colleges and universities — both cloud-based and on-premise — including PeopleSoft, Oracle, NetSuite, Ellucian solutions (including Banner), SAP ECC/S4HANA, SAP BW, SAP GRC, Blackline, Workday, PowerPlan, and ADP.
- We have also assessed the full spectrum of underlying technology infrastructure that supports these applications, including physical and virtual databases, operating systems, networks, data centers, and cloud environments across AWS, Microsoft Azure, Oracle Cloud, SQL-based platforms, Linux, iSeries, Windows, and mainframe architectures.

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 believe that the best way to demonstrate our capabilities for the specific audits in scope is to provide you with live examples. In certain situations, we've been requested by Internal Audit functions to provide not only a controls perspective, but also how to optimize process, organization and technology. This is where our Internal Audit and consultative groups collaborate – it is a key area that sets us apart. What follows are a sample of case studies aligned to the functional areas within the RFP.

CASE STUDY: MULTI-CAMPUS UNIVERSITY	(Proprietary Information)
Client	The multi-campus private research university has achieved many awards and accolades, including being ranked as a U.S. News & World Report Best National University, U.S. Veterans Magazine's list of "Top Veteran-Friendly Schools", and a Best Value College by Niche.com, amongst others.
Project	Internal Audit Co-Sourcing
Situation	In 2008, the university's internal audit department had been dramatically reduced. Rather than seek to fully rebuild this function from within, management determined that it would be more effective to outsource the majority of the department's efforts, and at the same time, use this change in direction to raise the profile and increase the strategic contribution of the internal audit function. Grant Thornton was hired to perform an Internal Audit Risk Assessment, which led to development of a three-year internal audit plan in which Grant Thornton would execute with the assistance of a staff auditor at the university. The internal audit plan contained a mix of operational, financial, compliance, and consultant audits and special projects.
Description of Services	We provide annual internal audit services in areas jointly considered to be of the highest priority as determined by the client's audit committee, management, and Grant Thornton. In so doing, we review and test relevant policies and procedures, current operational and regulatory processes and their controls, financial statements, and management reports, as well as provide improvement recommendations on efficiency and effectiveness, where needed.
Outcome	We are currently in our fourteenth year serving as the university's co-sourced internal auditors. During this time, we have successfully supported the university's goals of innovation and transformation across many areas of its operations, performing consultative internal audits resulting in best practices-based recommendations that have helped improve efficiency, effectiveness, and controls within these functions. Audits we have conducted to date include the following: • Accounting Close review • Accounts Payable review • Admissions review • Benefits administration review • Budget Process review • Bursar review • Construction and Capital Projects review • Contract Management review • Development and Fundraising review • Disaster Recovery and Business Continuity review • Enrollment Services review • ERP system post implementation review - General Ledger • ERP system post implementation review - HR • External Reporting review • Faculty Labor Relations review • Faculty Workload review • Financial Aid and Student Billing review • Grant Programs review • Information Technology Project Management review • Information Technology Risk Diagnostic • Information Technology Security review • NCAA Division I and II compliance reviews • Payroll review • Purchasing review • Registrar review • Regulatory Compliance Monitoring review • Sponsored Research review • Student Privacy review • Student Clinics review • Tax Compliance review • Third-Party Risk Management review • Treasury review (including ACH and wire transfers)
Technology & Methodology Used	• Data analytics and analysis • Technologies: PeopleSoft ERP, SharePoint, PowerBI

CASE STUDY: HIGHER EDUCATION RESEARCH INSTITUTION	(Proprietary Information)
Client	This R1 research university has achieved many awards and accolades, including being ranked a "Best National University" as well as one of the "Most Innovative Schools" according to U.S. News & World Report, amongst others.
Project	Outsourced Internal Audit
Situation	This university's internal audit department was previously outsourced to a firm without deep higher education expertise. As such, management sought to change providers to a national firm with deep industry expertise, as well as technical skills and experience across institutional functions and internal audit areas.
Description of Services	We initially conducted an Internal Audit Risk Assessment, which led to development of a three-year internal audit plan. We have served as the University's outsourced internal auditors for the past five years. We currently serve as the university's outsourced internal auditors. We provide annual internal audit services in areas jointly considered to be of the highest priority as determined by the client's audit committee, management, and Grant Thornton. In so doing, we review and test relevant policies and procedures, current operational and regulatory processes and their controls, financial statements, and management reports, as well as provide improvement recommendations on efficiency and effectiveness.
Outcome	We are currently in our fifth year serving as the university's outsourced internal auditors. During this time, our audits have focused on supporting the institution's compliance and other operational objectives across a variety of functional areas. We also collaborate with management on an annual basis to create/update data analytics monitoring dashboards that provide insights beyond simple transaction review and sample testing. Audits we have conducted to date include the following: • Campus Safety and Security • Compliance Program Management • Student Life • Research Compliance • Financial Aid • International Travel • FERPA Compliance • Bursar (Student Billing, Receivables, and Collections) • Restricted Gifts • Enrollment Management • Student Privacy • Export Controls • Grants Management • Treasury • Annual Data Analytics • Business Continuity • Student Records and Registration • Faculty Course Load Management • Third-Party Vendor Compliance Management • Procurement and Contract Administration • IT Life Cycle and Project Management • Disaster Recovery • Environmental, Health and Safety • Compensation and Benefits
Technology & Methodology Used	• Data analytics and analysis • Technologies: Banner, SharePoint, PowerBI

REPRESENTATIVE HIGHER EDUCATION INTERNAL AUDIT AND RELATED RISK MANAGEMENT ENGAGEMENTS

(Proprietary Information)

- Auburn University
- Adelphi University
- Bentley University
- Biola University
- Boston College
- Boston University
- Bucknell University
- Carnegie Institution for Science
- Case Western Reserve University
- City University of New York
- Clemson University
- Colby College
- Connecticut State Colleges and Universities
- Embry-Riddle Aeronautical University
- Emory University
- Georgetown University
- George Mason University
- Hebrew Union College
- Illinois Institute of Technology
- Ithaca College
- Kent State University
- Lafayette College
- Long Island University
- Marymount Manhattan College
- Miami Dade College Foundation
- Monmouth University
- Nassau Community College
- New Jersey Institute of Technology
- New Mexico State University
- New School University
- New York City College of Technology
- New York University
- North Carolina State University
- Pace University
- Peirce College
- Pepperdine University
- Polytechnic University
- Pratt Institute
- Ramapo College
- Rensselaer Polytechnic Institute
- Rosalind Franklin University
- Saint Louis University
- Saint Peter's College
- Seton Hall University
- Smith College
- Stevens Institute of Technology
- Stony Brook University Foundation, SUNY
- Southern New Hampshire University
- The George Washington University
- Thomas Edison State College
- Touro College and University System
- Tufts University
- University of California System
- University of Miami
- University of Massachusetts Foundation
- University of New England
- University of Oklahoma
- University of Scranton
- University of Southern California
- University System of Maryland
- University System of New Hampshire
- Ursinus College
- Washington State University Foundation
- Wellesley College
- Worcester Polytechnic Institute
- Yale University

f. Describe any impending changes in your organization that could impact delivery of services.

Grant Thornton does not have any impending organizational changes that would negatively impact delivery of services. Our formal succession planning, strong talent-retention practices, and ongoing investment in technology and quality processes ensure continuity and stability for your engagement.

RELATIONSHIPS WITH LARGE PUBLIC UNIVERSITIES **(Proprietary Information)**

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.

The following is a representative list of similar higher education institutions served by Grant Thornton where we have provided internal audit and related risk management services (e.g., internal controls assessments, operational risk assessments, enterprise risk management). Additional information can be acquired upon request. As we operate under strict non-disclosure agreements with our clients, we are unable to disclose engagement revenues due to confidentiality obligations. Below are a few representative examples of similar higher education institutions we've served.

1. George Mason University

- **Service**: ARMICS Internal Controls / Risk Consulting, other Advisory services
- **Nature of Work**: ARMICS and internal controls-related services, other Advisory services

Representative Internal Audit and Related Risk Engagements with Similarly-Situated Institutions

1. University of California System
- **Service**: Co-Sourced Internal Audit
- **Nature of Work**: Internal audit services supporting governance, compliance, and operational reviews across UC's multi-campus system.

2. University of Southern California
- **Service:** Co-Sourced Internal Audit
- **Nature of Work:** Internal audit across multiple functional and operational areas.

3. University of Oklahoma
- **Service:** Co-Sourced Internal Audit
- **Nature of Work:** Internal audit services across multiple functional and operational areas.

4. Oregon State University
- **Service**: Cybersecurity Advisory
- **Nature of Work**: Enterprise cybersecurity assessment and advisory services.

5. George Washington University
- **Service:** Risk Consulting, Business Consulting, Audit
- **Nature of Work:** Federal Grants and Contracts Controls Assessment, other Advisory services, financial statement audit.

6. New Jersey Institute of Technology
- **Service:** Risk Consulting & Business Consulting
- **Nature of Work:** Risk advisory support and consulting services.

7. University System of Maryland
- **Service:** Enterprise Risk Management, Operations & Performance (Advisory)
- **Nature of Work:** Enterprise Risk Management services for various System institutions, System-wide operations and performance improvement consulting.

8. North Carolina State University
- **Service:** NIST Cybersecurity Assessment
- **Nature of Work:** NIST 800-171 Cybersecurity Assessment.

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.

Grant Thornton is committed to partnering closely with George Mason University's Office of Audit and Compliance to deliver high-quality, risk-based internal audit co-sourcing services.

Our approach emphasizes collaboration, transparency, and a service model that is responsive to the University's needs, timelines, and strategic priorities.

Knowledge and Skills

Our internal audit professionals bring the expertise necessary to support a comprehensive and efficient co-sourcing partnership. The team assigned to George Mason will collectively offer:

- **Deep higher education audit experience**, spanning governance, research administration, cybersecurity, financial operations, IT general controls, student services (e.g., student billing, financial aid), enrollment management, facilities and capital projects, and compliance areas such as FERPA, HIPAA, Title IX, and NCAA requirements, among many others.
- **Strong understanding of internal audit standards**, including the Institute of Internal Auditors' Global Internal Audit Standards, ensuring that all audit procedures, documentation, and reporting meet professional benchmarks.
- **Robust technical capability**, including the integration of:
  - Full-population data analytics
  - Automated testing where appropriate
  - AI-enabled tools for risk assessment, planning, and analysis
  - Dashboarding and visualization tools to elevate reporting clarity
- **Cross-functional subject matter depth**, enabling us to deploy specialists with 15–20+ years of domain experience as needed to support specialized audit areas.

This combination ensures the University receives a holistic mix of operational, financial, technological, and compliance expertise.

Expected Availability and Capacity to Deliver Services

Grant Thornton provides a delivery model built for responsiveness, flexibility, and continuity:

- **Dedicated core team:** A consistent team will serve as the primary resources for planning, execution, communication, and reporting. This ensures continuity throughout the engagement.
- **Scalable staffing capacity:** We maintain a national higher education internal audit practice that can rapidly scale resources up or down depending on audit plan priorities, timing constraints, or emerging risks.
- **Rapid mobilization:** Our teams are trained to quickly initiate planning, conduct walkthroughs, perform fieldwork, and deliver reporting in accordance with mutually agreed timelines.
- **Availability throughout the engagement:** Team members will maintain availability aligned to the University's schedule, including:
  - Standing weekly or biweekly check-ins
  - Ad-hoc collaboration sessions
  - Real-time access for questions, clarifications, or issue resolution
- **Bench strength and continuity planning**: Back up resources will be identified to ensure uninterrupted coverage should any unplanned transitions occur. This ensures the University always receives consistent, timely support.

Commitment to High-Quality Service Delivery

Our service model ensures:

- Clear communication channels with the Office of Audit and Compliance
- Strong project management discipline
- Alignment of each audit with GMU's risk profile, strategic objectives, and compliance obligations
- Professional execution with minimal disruption to University personnel
- High-quality deliverables that balance actionable recommendations with practical implementation considerations

Grant Thornton's internal audit approach is built around efficiency, transparency, and value creation — ensuring that George Mason receives the expertise, availability, and capacity necessary for a successful co-sourcing partnership.

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

Grant Thornton is fully committed to delivering internal audit services that adhere to the **Institute of Internal Auditors' (IIA) Global Internal Audit Standards**, including the mandatory elements of the International Professional Practices Framework (IPPF).

Our methodology, tools, and quality controls are designed to ensure that every stage of the audit life cycle aligns with professional standards and leading practices.

Our Familiarity with the IIA Standards

- Our internal audit practitioners are trained and certified in accordance with IIA requirements, including credentials such as **CIA, CISA, CRMA**, and other relevant certifications that reflect proficiency in internal audit, risk management, IT controls, and compliance.
- We consistently monitor updates issued by the IIA and embed them into our methodology, ensuring our practices remain aligned with the latest interpretations, requirements, and guidance.
- Our internal audit approach incorporates the core elements of the IIA Standards, including:
    - Independence and objectivity
    - Proficiency and due professional care
    - Governance, risk management, and control evaluation
    - Quality assurance and continuous improvement
    - Appropriate planning, scoping, testing, documentation, and reporting

Our Capability to Conform to the Standards

Grant Thornton has established a comprehensive internal audit methodology that is fully aligned with IIA's Global Internal Audit Standards. Our ability to deliver services in conformity with these standards is supported by:

- **Documented Methodology:** A structured, repeatable internal audit framework that ensures consistency, rigor, and adherence to each applicable element of the Standards throughout planning, fieldwork, reporting, and follow-up.
- **Quality Management Program:** A formal quality assurance and improvement program (QAIP) that includes internal reviews, periodic self-assessments, and external assessments. These processes validate conformance with the IIA Standards and ensure continuous enhancement of our audit practices.
- **Skills and Experience:** Engagement personnel possess technical expertise, domain knowledge, and professional certifications required to perform audit procedures in line with IIA expectations. This supports high-quality, reliable audit outcomes for the University.
- **Independence and Ethical Practices:** Our teams operate under a strict independence framework and Code of Ethics that aligns with the IIA's ethical principles of integrity, objectivity, confidentiality, and competency.
- **Use of Technology to Enhance Compliance:** Grant Thornton integrates tools such as data analytics, workflow templates, and AI-enabled support systems that improve documentation quality, evidence collection, control evaluation, and traceability — all key aspects emphasized within the IIA Standards.

3. Process for scheduling firm resources to deliver services.

Grant Thornton uses a structured resource-planning and scheduling model to ensure that internal audit services are delivered efficiently, consistently, and in alignment with George Mason University's timelines, priorities, and expectations.

Resource Scheduling Framework

Our scheduling process is built on four key principles: responsiveness, transparency, capacity management, and quality oversight. Each audit engagement follows a coordinated planning and scheduling approach that ensures the appropriate mix of experience, subject matter knowledge, and availability.

Engagement Planning and Resource Allocation

- **Initial Resource Planning:** At the beginning of the contract period—and during each annual or periodic audit plan refresh—we work with the Office of Audit and Compliance to understand the University's priorities, audit cycles, timing constraints, and expected resource needs.
- **Role-Based Assignment:** Each internal audit is staffed with a balanced mix of professionals who bring the appropriate level of experience, technical skills, and subject matter knowledge. Where possible, we endeavor to use a consistent, core internal audit team for GMU in order to develop familiarity and institutional knowledge. Engagement roles are clearly designated at the outset to ensure accountability and continuity.

- **Integration of Subject Matter Specialists (SMSs):** When a specific audit requires technical expertise (e.g., IT security, research, capital projects, financial operations), we schedule specialists in advance to support planning, walkthroughs, fieldwork, and reporting.

Scheduling and Workload Coordination

- **Centralized Resource Management:** Our internal scheduling teams track availability, workload distribution, and capacity across the practice to ensure that personnel assigned to GMU remain fully available for key milestones and fieldwork windows.
- **Audit Calendar Alignment:** We collaborate with the University to build an audit calendar that considers institutional schedules, academic cycles, operational constraints, and stakeholder availability. This allows work to be scheduled efficiently and with minimal disruption.
- **Time-Zone and Accessibility Considerations:** We ensure that personnel supporting the University maintain availability consistent with GMU's preferred communication and work hours, providing flexible meeting times and prompt response windows.

Resource Continuity and Scalability

- **Staffing Consistency:** To support continuity, we maintain a core team dedicated to GMU throughout the contract. This ensures institutional knowledge is preserved and transition time is minimized.
- **Scalability on Demand:** Our national practice structure allows us to increase staffing quickly if an audit requires additional effort, if new risks emerge, or if timelines need to be accelerated.
- **Back-Up and Transition Planning:** Alternate resources with similar qualifications are identified in advance to ensure uninterrupted delivery should unexpected changes occur.

Ongoing Scheduling Communication

- **Regular Coordination Meetings:** We maintain ongoing communication through periodic check-ins to review progress, adjust timelines, confirm resourcing, and address any emerging needs.
- **Transparent Status Reporting:** Engagement leads provide visibility into scheduling, milestones, resource utilization, and upcoming dependencies throughout the audit cycle.
- **Real-Time Adjustments:** When changes in scope, timing, or stakeholder availability occur, our team promptly adjusts schedules and reallocates resources as needed to maintain momentum and meet deadlines.

Outcome of This Scheduling Approach

This structured and proactive scheduling process ensures that George Mason University receives:

- The right resources at the right time
- Continuity of personnel throughout the engagement
- Access to specialized expertise when needed
- Efficient and predictable delivery across all audit projects
- Minimal disruption to University operations

Grant Thornton's resource scheduling framework ensures reliable, high-quality service delivery while maintaining flexibility to support GMU's dynamic internal audit needs.

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

Grant Thornton maintains a disciplined supervision model to ensure that all internal audit work is performed in accordance with professional standards, the University's expectations, and the agreed-upon scope of services. If firm personnel are asked to supervise specific work—whether performed by Grant Thornton team members, University personnel, or other designated individuals—we apply a structured oversight framework to ensure quality, consistency, and accountability throughout the engagement.

Supervision Approach

Clear Assignment of Roles and Responsibilities

Supervisory roles are defined at the outset of each audit to ensure clarity regarding responsibilities, communication channels, and review expectations. Supervisory personnel are responsible for directing work, monitoring progress, and ensuring alignment with established objectives.

Oversight of Work Performed

Supervising personnel provide hands-on direction throughout the audit lifecycle, including:

- Reviewing audit scope, risk assessment, and testing procedures
- Overseeing walkthroughs, fieldwork, and testing activities
- Providing coaching and guidance to team members
- Ensuring that documentation meets quality and compliance requirements
- Validating preliminary observations and ensuring appropriate evidence is obtained

This structured approach ensures that all activities adhere to internal audit standards.

Quality Review and Compliance

Engagement Quality Control Reviewers ("EQCR") conduct multi-level reviews to ensure:

- Accuracy and completeness of audit workpapers
- Logical linkage between testing results, findings, and recommendations
- Consistency with the Institute of Internal Auditors' Global Internal Audit Standards
- Proper documentation and traceability of all conclusions
- Escalation protocols are also in place to address complex issues or uncertainties that may arise during the audit.

Coordination with the Office of Audit and Compliance

Supervisors maintain regular communication with the University to:

- Confirm expectations
- Validate understanding of processes and risks
- Provide updates on progress and emerging issues
- Ensure alignment before finalizing observations and recommendations

This collaborative approach ensures that the University is consulted throughout the process, not just at the reporting stage.

Performance Management and Accountability

Supervising personnel ensure that:

- Work is completed on schedule and within scope
- Team members understand expectations and deliver high-quality output
- Professional development and knowledge transfer occur throughout the engagement
- Any issues affecting timelines or quality are promptly addressed

Support for Co-Sourced Environments

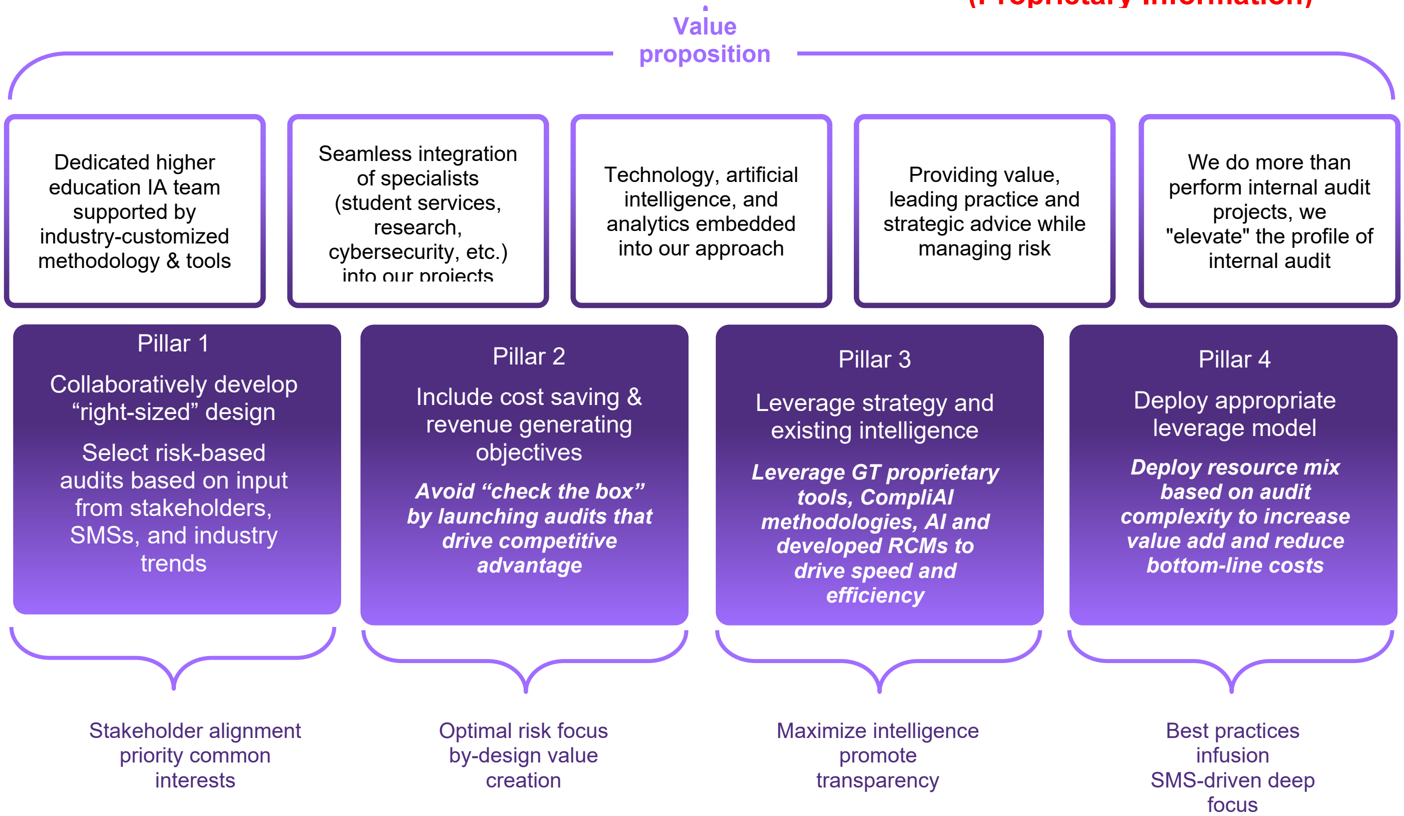
In a co-sourced model, supervision may extend to coordinating efforts with University staff. In these instances, supervisors ensure:

- Clear task distribution between Grant Thornton and University personnel
- Consistent application of methodology
- Shared understanding of control objectives and testing criteria
- Appropriate review of all work performed under the supervisor's direction

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

OUR VALUE PROPOSITION AND CORE PILLARS

(Proprietary Information)



Grant Thornton is committed to delivering a co-sourced model that not only provides high-quality internal audit execution but also enhances the University's broader risk awareness and operational maturity. We maintain a robust infrastructure for gathering, synthesizing, and sharing information across industries and within the higher education sector. This allows us to provide George Mason University with timely, relevant, and actionable insights that extend beyond individual audit projects.

a. "Best" Practices

We continuously collect and analyze leading practices across higher education, public sector, not-for-profit organizations, healthcare, technology, and other relevant industries. Our ability to share best practices is enabled through:

- Ongoing participation in industry associations and professional forums
- Insights gained from serving a large portfolio of higher education institutions and not-for-profit organizations
- A repository of proven practices related to governance, compliance, academic operations, student services, IT security, financial processes, and risk management
- Methodologies and frameworks tailored to institutions of varying size, mission, and risk profiles

These best practices are incorporated into audit planning, scoping, fieldwork, and reporting to provide the University with recommendations that are both practical and forward-looking.

b. Benchmarks

We maintain benchmarking capabilities that allow the University to compare its processes and controls against peers and sector norms. Our benchmarking approach includes:

- Cross-institution metrics drawn from our extensive work with universities and systems
- Comparative analysis for operational processes such as financial aid, enrollment management, procurement, IT controls, HR operations, and research administration
- Performance indicators tied to risk, process efficiency, automation, and control maturity

- Trend analysis based on national survey data, regulatory expectations, and audit findings

These benchmarks allow George Mason to assess where its operations stand relative to others and identify opportunities for improvement.

c. Emerging Higher Education Risk Areas

We actively monitor the evolving risk landscape through:

- Continuous scanning of regulatory developments, sector publications, and industry forecasts
- Insights from engagements across universities with varying governance models, funding structures, and risk exposures
- Thought leadership addressing risks such as cybersecurity, AI governance, enrollment volatility, data privacy, research compliance, facilities modernization, and student experience, among many others
- Active participation in industry and professional associations, such as the Association of College and University Auditors (ACUA)

We summarize and share emerging risks with the University during planning discussions, internal audit engagements, and periodic update meetings.

d. Internal Audit Practices

Grant Thornton maintains a comprehensive internal audit methodology aligned to the IIA Standards and enhanced by:

- Risk-based scoping techniques
- Full-population analytics and automated testing
- Innovative tools for workpaper management, reporting, and continuous monitoring
- Efficiency techniques drawn from large-scale internal audit environments

We routinely share insights on internal audit practices, such as audit lifecycle optimization, reporting clarity, issue prioritization, agile auditing, and data-driven risk assessment.

e. Additional Topics of Interest

Our team provides regular access to sector insights and broader advisory topics, including:

- Regulatory updates affecting higher education
- Grants management and sponsored research compliance trends
- IT and cyber maturity frameworks
- Organizational resilience, business continuity, and crisis response
- Capital projects oversight and risk indicators
- Student success metrics and operational models
- Strategic planning, financial sustainability, and performance measurement

We deliver these insights via periodic briefings, audit committee updates, conversations with University leadership, and integration into audit deliverables.

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

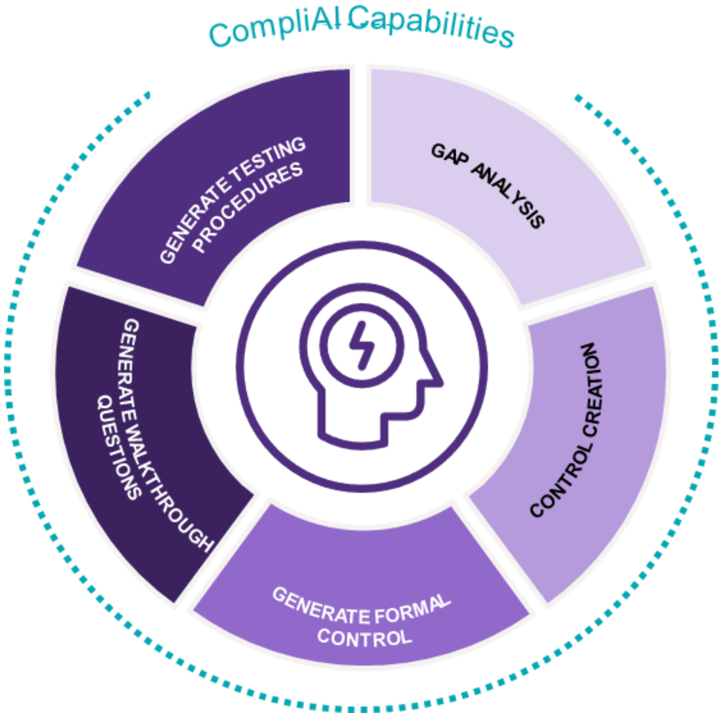
ARTIFICIAL INTELLIGENCE CAPABILITIES **(Proprietary Information)**

Grant Thornton Advisors is investing $1 billion over three years to equip every professional across our 13,500-person, 60-office multinational platform with advanced AI tools, including Microsoft 365 Copilot and proprietary solutions like CompliAI. This commitment strengthens a future-ready, people-centric infrastructure that enhances quality, accelerates insights, and elevates client outcomes. Recognized as a technology leader, the firm integrates AI across audit, tax, and advisory to help clients manage risk, unlock growth, and innovate with confidence. Click here to learn more.

(Proprietary Information)

Grant Thornton uses several generative artificial intelligence (AI) tools to modernize how internal audits are performed. Instead of relying on manual checks and small samples, AI helps auditors review complete sets of data, spot unusual patterns quickly, and even predict potential risks before they happen. This shift allows for more accurate, ongoing monitoring and faster responses to issues.

We regularly utilize tools like Microsoft Copilot and CompliAI, our proprietary Generative AI tool, to simplify and enhance various aspects of our audit activities. These tools can help speed up data analysis, validate compliance, and create clear summaries — freeing up auditors to focus on more strategic work. When combining AI-powered insights, human oversight, and strong governance, this approach makes internal audits smarter, more flexible, and better at supporting informed decision-making.



Taking generative AI and our services to higher levels
CompliAI, a Generative AI GPT technology: The CompliAI tool leverages state-of-the-art Generative AI GPT technology to enhance and streamline the work of Risk Professionals. Our GPT-powered tool is designed to be your Risk Advisor's Advisor, capable of performing tasks ranging from comprehensive organization-wide Gap Analysis to generating walkthrough questions for a specific control. By augmenting a team's existing subject matter specialty knowledge, this innovative tool empowers better and more efficient risk and compliance management.

Grant Thornton incorporates advanced data analytics, automation, and AI-enabled techniques across the internal audit lifecycle to enhance audit depth, efficiency, and insight generation. Our approach provides George Mason University with higher levels of coverage, stronger risk identification, more reliable conclusions, and actionable insights.

a. Full-Population Data Analysis for Anomaly Detection

We utilize analytics platforms that allow us to test **entire datasets**, rather than relying solely on traditional sampling. This provides broad and deep audit coverage while rapidly identifying anomalies, outliers, and patterns that may indicate control failures or operational issues.

Our approach includes:

- Applying rule-based and statistical tests to 100% of transactions
- Identifying unusual activity using clustering, outlier analysis, and exception logic
- Performing trend, duplicate, and sequence testing to uncover irregularities
- Using data-driven risk scoring to prioritize items requiring further investigation

This level of full-population testing increases audit reliability and reduces the risk of undetected issues.

b. Predictive Risk Modeling and Trend Analysis

Our AI-enabled methodologies incorporate predictive analytics to help identify emerging risks and anticipate control breakdowns. We apply modeling techniques such as:

- Forecasting based on historical data trends
- Machine-learning-based anomaly prediction
- Risk scoring models that estimate likelihood and impact
- Patterns analysis to detect shifts in behavior, system performance, or financial transactions

Predictive modeling enables the University to move from reactive to proactive risk management.

c. Automation of Control Testing and Audit Procedures

To enhance efficiency and consistency, we automate several aspects of audit execution where appropriate, including:

- Automated extraction and transformation of large datasets
- Pre-defined scripts to test controls automatically (e.g., access reviews, transactional thresholds, segregation-of-duties conflicts)
- AI-driven rule engines that evaluate exceptions and flag areas needing auditor review
- Automated walkthrough and documentation support through AI-generated control descriptions, testing templates, and risk summaries

Automation helps reduce manual effort, improve accuracy, and increase audit coverage.

d. Integration with Existing ERP and Data Systems

Our team has extensive experience working with leading ERP platforms and data environments commonly used in higher education.

(Proprietary Information)

We can integrate seamlessly with systems such as:

- Banner
- Workday
- PeopleSoft
- Oracle
- SAP
- Other student information, HR, finance, grants, research, and auxiliary systems

Our integration capabilities include:

- Direct data extraction using secure, University-approved methods
- Use of APIs, queries, export routines, and system logs
- Mapping of ERP data structures to standardized audit analytics models
- Ensuring compatibility with institutional data governance and security policies

This allows us to access, analyze, and validate data efficiently across multiple University systems.

e. Visualization Tools and Dashboards for Audit Insights

To enhance clarity and executive decision-making, we deliver intuitive data visualizations and dashboards that summarize audit results, trends, and risk indicators.

Our visualization capabilities include:

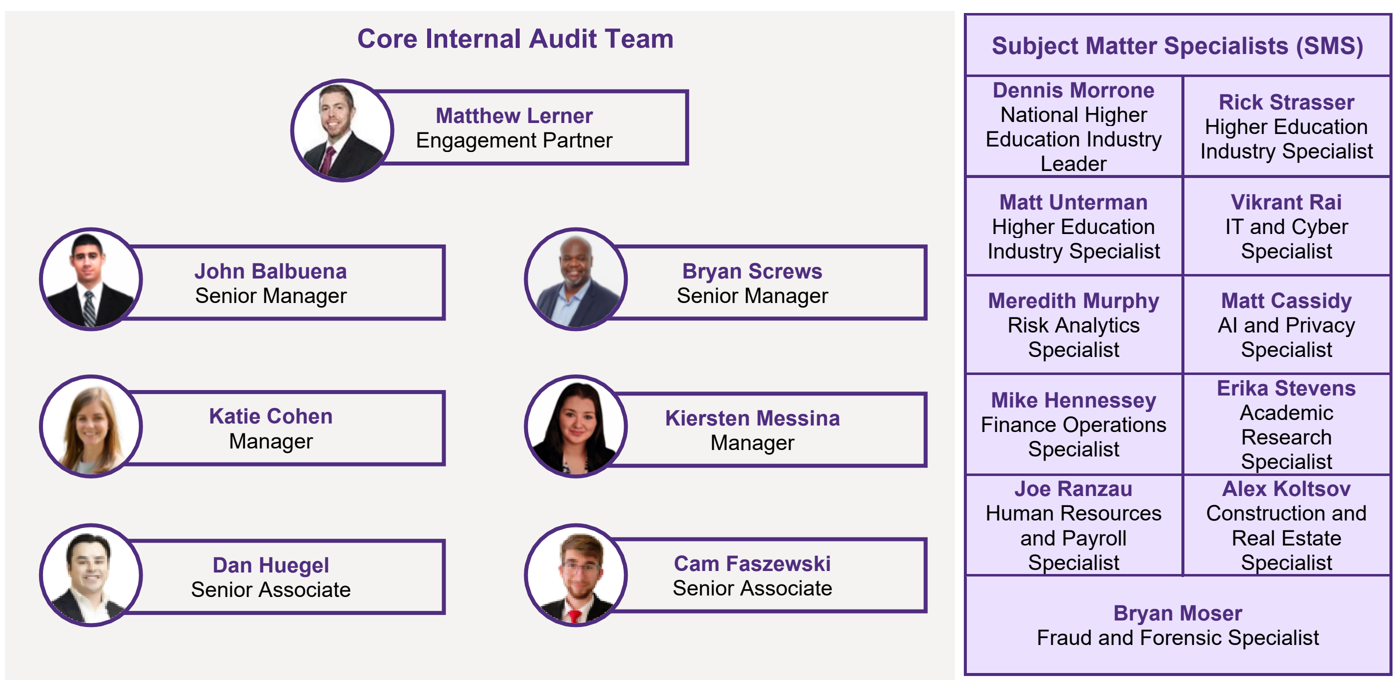
- Dashboards presenting key findings, risk trends, and process metrics utilizing tools such as PowerBI, Tableau, etc.
- Interactive visualizations of anomalies, exceptions, and transactional flows
- Control effectiveness heatmaps and risk scoring visualizations
- Trend dashboards tracking remediation status, recurring issues, and performance benchmarks

These visual tools help leaders quickly understand audit outcomes and identify areas requiring attention

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.

Grant Thornton will work collaboratively with George Mason University's Office of Audit and Compliance to administer the overall engagement through structured governance, disciplined project management, consistent communication, and adherence to internal audit standards. Our process is designed to ensure timely delivery, quality oversight, and transparent coordination across all phases of the engagement.

GMU's IA Engagement Team



Please refer to the appendix for bios.

Payment Processing

Invoices will be rendered monthly. In addition to professional fees, we will bill for our expenses, which include out-of-pocket expenses incurred on GMU's behalf.

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

Grant Thornton has an existing contract in place with GMU, and we propose using the existing contract terms and conditions for this engagement. A copy is provided as an additional attachment.

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

We are confident in the quality of service that we have provided to other clients in the industry. Let us be clear, it is our intention to exceed your expectations so that you become a raving fan. We encourage you to contact some of our clients and ask them about our commitment to providing the high-quality service that George Mason can expect from Grant Thornton and this project team. The following clients will provide references at your request.

Organization	Contact name and title	Phone number	Email
University of Southern California	Wendy Huang, Executive Director	(213) 400-8091	Wendy.Huang@med.usc.edu
Rensselaer Polytechnic Institute	Kelli Perry, Assistant Vice President for Finance and Controller	(518) 276-6418	hudsok@rpi.edu
Long Island University	Chris Fevola, Vice President & CFO	(516) 299-3149	Christopher.Fevola@liu.edu

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.

Client data is protected from electronic intrusion through several methods, and multiple levels of authentication. There is a software update distribution system in place and monitoring of Grant Thornton systems is done. All Grant Thornton computers are backed up daily and the data is stored off-site. Remote access to the Grant Thornton network is managed via a secure Virtual Private Network (VPN). Only computers with Grant Thornton digital keys are able to connect to the firm's file servers. Network drives are in secure physical locations also controlled by user logon. All workstations (desktops and laptops) are protected with virus scanning and firewall software as well as secured via a Microsoft Active Directory password. All client data on the workstations is also encrypted. All e-mail originating from Grant Thornton systems is encrypted and access to external e-mail accounts from the Grant Thornton network is prohibited. Grant Thornton also offers a more secure method (using a file transfer appliance) for use in exchanging files with clients. Grant Thornton routinely reviews its security practices and technologies and makes changes and improvements as necessary. We do not share details about these reviews nor do we allow clients to inspect our network in order to protect the confidentiality of all our clients. We are happy to discuss and review any concerns of our clients on a case-by-case basis. In the event of a compromise or known breach, Grant Thornton would notify impacted clients as required.

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**.*

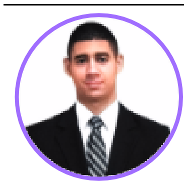
Grant Thornton has provided hourly rates for all requested experience levels via a Pricing Table submitted via Bonfire, as required by the RFP.

Appendix

People you can count on

Your project team

Please see below for information about your proposed project team, the role each individual will play and an overview of their experience.

	Name and Title	Experience Summary
	**Matthew Lerner** Partner, Higher Education Risk Advisory Services Leader, Grant Thornton Advisors LLC T +1 212 542 9816 E matthew.lerner@us.gt.com	Matthew leads Grant Thornton Advisors LLC's Higher Education and Not-for-Profit Risk Advisory Services practice. His experience includes collaboration with clients in a variety of areas, including internal audit, internal control assessments, compliance reviews, enterprise risk management, operational and business process improvement, and organizational and staffing assessments. He led internal audits, operational reviews, and other projects related to most every area and function relevant to higher education institutions and not-for-profit organizations. He regularly presents at industry, professional, and firm events, including the Association of College and University Auditors (ACUA) conference and Institute of Internal Auditors (IIA) events. Matthew's more than 20 years of experience spans a variety of business sectors including higher education, not-for-profit, healthcare, and governmental entities. During this time, he has served more than 100 higher education institutions and not-for-profit organizations. Matthew is a Certified Internal Auditor (CIA). He received a BS in Management, with High Honors, from Rutgers University. He also received his MBA specializing in Accounting and Finance from the Stern School of Business at New York University.
	**John Balbuena** Senior Manager, Higher Education Risk Advisory Services, Grant Thornton Advisors LLC T +1 212 542 9524 E john.balbuena@us.gt.com	John is a Senior Manager in Grant Thornton Advisors LLC's Higher Education Risk Advisory Services practice – providing client services to organizations of varying sizes and complexity. John has over fifteen years of internal audit experience and has been with Grant Thornton's Higher Education Risk Advisory Services practice for thirteen years. John's has significant internal audit experience across a variety of projects, including admissions, contract management, external reporting, regulatory compliance monitoring, research compliance, third-party vendor compliance management, FERPA compliance, restricted gifts, export controls, accounts payable, academic program assessments, bursar, budgeting, construction and capital projects, development and fundraising, disaster recovery and business continuity, enrolment services, faculty workload, financial aid, student billing, financial close, grant programs, human resources, NCAA compliance, payroll, purchasing, registrar, sponsored research, student privacy, student clinics, student success and retention, career services, GLBA compliance, and treasury, amongst others John is a Certified Fraud Examiner and a member of Association of Certified Fraud Examiners, and Institute of Internal Auditors. John has earned Bachelor of Business Administration in Accounting from Hofstra University's Frank G. Zarb School of Business.

Bryan Screws
Senior Manager, Higher Education Risk Advisory Services,
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Bryan is a Senior Manager within Grant Thornton's Higher Education Risk Advisory Service Practice. He has more than 15 years of consulting experience with significant experiences across a variety of higher education business processes including the Registrar function, student records, student accounting, campus safety, purchasing and procurement processes. Bryan has assisted clients with creating, designing, and reviewing process documentation, evaluation of policies, compliance assessments and operational and business process improvement, organizational and staffing assessments. Prior to joining Grant Thornton, Bryan also spent time at PriceWaterhouse Coopers ("PwC").

Bryan is Certified Public Accountant (CPA), Chartered Global Management Accountant (CGMA), Project Management Professional (PMP) and a member of the American Institute of Certified Public Accountants (AICPA). Bryan received a Bachelor of Science in Management from La Salle University. He also received his MBA specializing in Global Business Management from Rutgers Business School.

Katie Cohen
Manager, Higher Education Risk Advisory Services,
Grant Thornton Advisors LLC
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E katie.cohen@us.gt.com

Katie has spent more than a decade helping higher education institutions and not-for-profit organizations achieve their missions and diversify and grow revenue. She has collaborated with leaders of higher education institutions, foundations, and other not-for-profits to conduct operational transformation, strategic planning, governance assessments, and organization design. As part of these projects, Katie has experience in process mapping, interview facilitation, landscape analysis and benchmarking, survey design, and project management. She brings experience effectively collaborating with senior leaders, coaching teams to deliver informed analysis, and identifying strategic opportunities.

Prior to Grant Thornton, Katie gained significant experience in the philanthropic sector through her fundraising operations and grant-seeking roles at The George Washington University, Georgetown University, and other national not-for-profits. As a corporate and foundation relations officer, she advised faculty and senior administrators on funder priorities, proposal content, grant submissions, and reporting. Katie worked with pre-award campus partners, general counsel, and finance to ensure institutional compliance. Katie is a Certified Prosci Change Management Practitioner and holds a Lean Six Sigma Green Belt certification. She earned her Master of Business Administration from Georgetown University and completed her Bachelor of Arts in Sociology from The Catholic University of America.

Kiersten Messina
Manager, Higher Education Risk Advisory Services,
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Kiersten is a Manager within Grant Thornton's Higher Education Risk Advisory Services practice. She focuses on risk identification and prevention services for higher education institutions and not-for-profit organizations, and has experience providing internal audit, risk assessments, and enterprise risk management services. In Kiersten's three years with Grant Thornton's Higher Education Risk Advisory group, she has performed internal audit in areas such as grants management, fundraising and development, donor management, treasury, capital projects, student clinics, procurement, accounts payable, cash management, NCAA compliance, process risk assessments, enterprise risk management, safety and security, art collections inventory, licensing, retail inventory, investment management, and human resources, amongst others. Kiersten is a Member of American Institute of Certified Public Accountants. Kiersten completed her Master of Science Concentration in Accounting from University of Massachusetts Amherst and Bachelor of Science in Accounting from Johnson & Wales University.

Dan Huegel

Senior Associate, Higher Education Risk Advisory Services,
Grant Thornton Advisors LLC

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Dan is a Senior Associate within Grant Thornton's Higher Education Risk Advisory Services practice.

Dan has been with Grant Thornton for approximately two years. Since joining Grant Thornton, Dan has experience providing internal audits and internal controls reviews. Dan has evaluated the design and operating effectiveness of business process controls across a variety of not-for-profit clients. His experience includes evaluating the design of controls, as well as the identification, assessment, and testing of such controls.

Dan's internal audit experience includes projects such as payroll, procurement, accounts payables, grants administration (pre- and post-award), sponsored research, regulatory compliance, contract management, benefits claims, data privacy, insurance premium invoicing and billing, employee benefits, treasury, budgeting, risk assessments, and human resources, amongst others.

Dan has developed compliance knowledge across industries, including not-for-profit and higher education. He has delivered timely, quality, and influential deliverables for team and client executive staff.

Dan is an active member of Grant Thornton's Disability Alliance group. He has earned a Bachelor's degree from the Farmer School of Business at Miami University.

Cam Faszewski

Senior Associate, Higher Education Risk Advisory Services,
Grant Thornton Advisors LLC

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E cam.faszewski@us.gt.com

Cam is a Senior Associate within Grant Thornton's Higher Education Risk Advisory Services practice, specializing in Internal Audit and Advisory services.

Since joining Grant Thornton, he has worked with clients to analyze design and operate effectiveness of business process controls across a variety of higher education and not-for-profit clients. Prior to joining Grant Thornton, Cam worked as an internal auditor for Boston University, where he focused on internal controls, regulatory compliance, and process improvement.

Cam's experience in Internal Audit encompasses projects including restricted funds, accounts payable, payroll, procurement, grants administration (pre- and post-award), public safety sponsored research, regulatory compliance, contract management, equipment and inventory management, NCAA compliance, and enterprise risk management.

Cam is a Certified Internal Auditor (CIA) and a member of the Institute of Internal Auditors (IIA). He has earned a Bachelor's degree at Boston University's Questrom School of Business with concentrations in Finance and Management Information Systems.

Dennis Morrone

National Managing Partner, Higher Education & Not-for-Profit Industries, Grant Thornton Advisors LLC
Partner, Audit Services, Grant Thornton LLP

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Dennis is the National Managing Partner of Grant Thornton's Not-for-Profit & Higher Education Practices. In this capacity, Dennis has overall responsibility for the services performed by the Firm for clients in this sector nationwide, along with all related marketplace initiatives.

Prior to joining Grant Thornton in May of 2002, Dennis was previously part of Arthur Andersen LLP's Metro New York Not-For-Profit Practice. Dennis recently completed a 3-year term on the Financial Accounting Standards Board's (FASB) Not-for-Profit Advisory Committee (NAC). He has developed and taught numerous courses on not-for-profit accounting and compliance topics, has been a prolific presenter in various industry forums and has written extensively for Grant Thornton's not-for-profit industry letters and many other industry publications.

Dennis is CPA, Chartered Global Management Accountant (CGMA), and a member of the American Institute of Certified Public Accountants (AICPA). He has been a frequent speaker at various not-for-profit and higher education industry forums, including the AICPA, Practicing Law Institute, state societies of CPAs, including New York, New Jersey and Pennsylvania, NACUBO and EACUBO. He has led and created numerous training sessions on a full range of higher education accounting and auditing topics as well as the Uniform Guidance for Firm staff as well as the broader industry. He received a Bachelor of Science in Accounting from Villanova University.

Rick Strasser

Managing Director, Higher Education Risk Advisory Services,
Grant Thornton Advisors LLC

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E rick.strasser@us.gt.com

Rick's professional advisory experience includes leading a variety of strategy and technology engagements across the not-for-profit, higher education, federal government, and healthcare industries. He has extensive experience advising and presenting to university executives, not-for-profit C-suite executives, senior government executives, and military general officers, and directing the capture & delivery of engagements ranging from strategic, targeted projects to large, complex programs with global teams of 200+ FTE. His more than 22 years of advisory experience with mission-driven organizations includes strategic planning, organizational strategy, university budget strategy and process enhancement, multi-year financial projections and modeling, reserves planning, business process analysis and reengineering, IT planning and strategy, and change management and training strategy, design, and execution. Rick has presented as a thought leader at multiple industry conferences, including WACUBO, EDUCAUSE, NACUBO, the Big 12 Chief Business Officer annual conference, the Greater Washington Society of CPAs Non-Profit Forum, and the Association of Government Accountants Professional Development Training.

Rick received an MBA from the Whitman School of Management and an MPA (Exec) from the Maxwell School of Citizenship and Public Affairs, both at Syracuse University. He holds a Bachelor of Arts in History from Wabash College.

Matt Unterman

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Grant Thornton Advisors LLC

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E matt.unterman@us.gt.com

Matt is the Leader of Grant Thornton's Not-for-Profit and Higher Education Advisory Services Practice. He has experience leading a variety of business and information technology initiatives in the not-for-profit and higher education industry.

Matt's engagement experience includes strategic planning, business plan development, business process analysis, financial modeling and performance improvement, program oversight, and a variety of other strategic, operational, and technology projects.

Matt has served over 150 clients during his career at the firm. He regularly delivers external presentations on a variety of topics to and alongside industry leaders, including strategic planning, performance metrics, data analytics, strategic business analysis, operational reviews, board governance, financial reserves, cost/revenue analysis and allocation, business process reengineering, technology effectiveness, IT risk, IT cost reduction, and Enterprise Risk Management.

Matt holds an MBA in Strategy and Finance from New York University's Stern School of Business and a Bachelor of Arts in Sociology from Haverford College.

Meredith Murphy
Partner, Risk Advisory Services - Analytics Center of Excellence,
Grant Thornton Advisors LLC
T +1 612 677 5103
E meredith.murphy@us.gt.com

Meredith is a Partner in Grant Thornton's Analytics Center of Excellence where Meredith drives value and growth for clients through the launch and adoption of analytic solutions. She leads Grant Thornton's National Risk Data Analytics practice and numerous internal audit teams. She has nearly 22 years of experience in professional services, helping her clients across a variety of industries with internal audit, forensic and risk challenges. As an author and thought leader she has specific focus on risk mitigation and remediation, legal and compliance matters and internal audit.

Meredith brings deep experience in the areas of fraud analytics, fraud risk management, business process and IT controls. Meredith is the author of the book Data Analytics: A Roadmap for Expanding Capabilities published in partnership with the IIA's Internal Audit Foundation.

Her IA experience includes assisting clients, regulators and legal counsel with internal audits, investigations, internal controls and regulatory compliance. Meredith is a Certified Fraud Examiner (CFE) / Association of Certified Fraud Examiners, Certified Anti-Money Laundering Specialist (CAMS) / Association of Certified Anti- Money Laundering Specialists and Master of Managed Change® (Level 1). Meredith has received her MBA and BS Finance from Arizona State University and W.P. Carey School of Business respectively.

Matt Cassidy
Partner, Risk Advisory Services,
Grant Thornton Advisors LLC
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E matt.cassidy@us.gt.com

Matt is a Partner in Grant Thornton's Risk Advisory Practice. Matt has deep and extensive experience in internal audit. Matt is a leader in IA innovation and technology risk solutions, including IT audit, control automation, and Artificial Intelligence (AI) Governance. He has run large global Internal Audit programs and compliance implementations. He has worked with fortune 500 companies on evaluating and improving the efficiency and effectiveness of their audit programs. He has also led the integration of offshore teams to ensure the highest quality, while minimizing the cost of delivery.

Matt is a Project Management Professional (PMP), Certified Information Systems Auditor (CISA) and BABL Certified AI and Algorithm Auditor. Matt recently presented on the topic of AI Governance at the ACUA Conference and has presented and been published multiple times in industry publications on a variety of topics including control test automation and IT audit.

Matt is a Project Management Professional (PMP) and a Certified Information Systems Auditor (CISA) and also holds an AWS Certified Cloud Practitioner credential. He has contributed thought leadership through several presentations and publications, including "Control Automation is the Future" (Corporate Risk and Insurance, 10/2019), "Manage Risks, Not Rituals" (Grant Thornton, 03/2020), "Disruptive Innovation Disrupting Internal Audit" (The Institute of Internal Auditors, 05/2021), and "Best Practices for Project Assurance: Pre/Post-Implementation System Reviews" (04/2021).

Matt holds a B.S. in Business Administration with a concentration in Decision and System Sciences from Saint Joseph's University in Philadelphia.

Mike Hennessey
Partner, Finance Modernization,
Grant Thornton Advisors LLC
T +1 980 242 4641
E mike.hennessey@us.gt.com

Mike is a Partner in the Finance Modernization practice of Grant Thornton. Mike currently leads the growth and development of Advisory Capabilities within Grant Thornton's Transformation practice with specific focus on Finance Modernization, FP&A and Cost & Performance Improvement.

Mike is a former CFO with 20 years of diverse experience spanning many sectors, including higher education institutions and not-for-profit organizations. With experience domestically and internationally, Mike has focused on providing sound financial leadership and guidance to enable entities to maximize value.

Working collaboratively with his clients, Mike helps keep your finance function moving forward to evolve from traditional transaction and reporting to more efficient, analytical and data-driven processes so it can provide timelier insights to decision-makers to drive strategy and meet business objectives. This includes Finance Assessment / Diagnostic, End to End or Targeted Process Optimization, Operating Model Design, and ERP Modernization and Data Quality Analysis. Mike is actively involved in his community through St. Matthew Catholic Church & School, TPC Piper Glen Country Club, and the Cystic Fibrosis Foundation. He holds a BBA in Accounting from Siena College.

Erika Stevens
Research Specialist,
Grant Thornton Advisors LLC
T +1 949 608 5264
E erika.stevens@us.gt.com

Erika has led research transformation advisory and assurance services for seven years in management consulting firms. In this capacity, she advises life sciences, academic medical centers, hospitals and health systems process improvement initiatives for productivity, quality and efficiency in operations, cross-functional relationships, administration, manufacturing and compliance. With over 20 years of experience in research and R&D, Erika has held leadership roles including Vice President of Research, Director of Clinical Trials Offices, and Executive Director of Research Operations. She brings deep regulatory knowledge across GMP, GLP, and GCP standards under the Code of Federal Regulations (CFR) and has provided quality oversight across diverse healthcare and life sciences environments. Erika is a frequent speaker at national conferences on research operations and compliance, and her published work appears in respected journals such as The Monitor, Clinical Researcher, and Applied Clinical Trials, reflecting her thought leadership in the field. Erika is the Immediate Past President of the Association of Clinical Research Professionals (ACRP) and has made significant contributions to the field of clinical research. She served two terms as Chair of the editorial advisory board for The Clinical Researcher, ACRP's peer-reviewed journal, and is an active member of the MAGI advisory board. In addition, Erika holds a leadership role as Director at Brightpoint Health. She earned her Master of Arts degree from Temple University and a Bachelor of Arts in Sociology from the University of Vermont.

Joe Ranzau
Partner, Business Consulting Services,
Grant Thornton Advisors LLC
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Joe is a back-office transformation leader, focused on performance and profitability improvement through strategy design, operating model re-design, cross-functional process improvement, post-merger integration, and organizational change management. Joe drives value for clients by navigating cross-functional silos and boosting performance by bridging the gap between technology and the human side of operations. Specialties include Human Resources Transformation, Target Operating Model Design, Global Payroll Strategy, Workforce Optimization, Organizational Change Management, Program Leadership, Enterprise Resource Planning (ERP) implementations, Executive Coaching, Emotional Intelligence, Automation, Process Redesign, Organizational Development & Training, Mergers & Acquisitions, Culture Change, and Employee Relations. Joe's extensive background includes Target Operating Model Design, Global Shared Services Process Design, Redesign and Implementation, Portfolio and Program Management, ERP/ECM/HCM Implementation, Business Intelligence, Training Strategy, several dozen Systems Implementations, Vendor Management and Contract Negotiations.

Joe is a certified Change Management Professional – Association of Change Management Professionals, certified in Prosci's ADKAR methodology and certified in Emotional Intelligence Coaching – A Different Kind of Smart. He also received his BBA Human Resources Management degree from University of the Incarnate Word.

Bryan Moser
Partner, Forensic Advisory Services,
Grant Thornton Advisors LLC
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Bryan leads Grant Thornton's Forensic Advisory Services practice in the Washington, D.C. Metropolitan area and across Virginia and Maryland. He has more than 25 years of experience assisting clients involved in litigation and investigations. He began his career as an industry analyst for the U. S. Bureau of Labor Statistics, and he spent nearly 15 years with PricewaterhouseCoopers. Bryan analyzes the business and financial aspects of complex litigation and other financial matters and provides expert testimony. He has analyzed complex accounting issues, such as revenue recognition, inventory valuation, tax, business valuation, and accounting for other reserves and accruals. Bryan has worked on behalf of plaintiffs and defendants in disputes involving breach of contract, product liability, intellectual property class action and other matters. His engagements have included damages analyses, calculation of lost profits, increased costs and price erosion, and defenses of class actions. Bryan has performed valuations of businesses in the context of acquisition, litigation, tax and financial reporting, applying methods including discounted cash flow and comparable analysis.

Alex Koltsov
Partner, Risk Advisory Services,
Grant Thornton Advisors LLC
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E alex.koltsov@us.gt.com

Alex is a Partner in Grant Thornton's Risk Advisory Services practice. He serves clients across industries with a specific focus on the real estate and construction sectors advising owners, contractors, public entities, and private investors. Alex's specialties are assisting clients with forensic investigations and project cost audits, integrity and compliance monitoring, process/control strategy and implementation programs, and dispute resolution. He has deep expertise of forensic accounting principles, how to effectively manage risk across the construction lifecycle, and how data analytics can be leveraged to efficiently identify key performance indicators. A sample of Alex's relevant experience includes integrity and compliance monitoring, forensic auditing, process re-engineering, litigation support consulting, and forensic investigations.

Alex is a Certified Fraud Examiner, Certified Anti-Money Laundering Specialist and Tableau Specialist. trained in the REID technique for Investigative Interviewing and Advanced Interrogation and passed Russian language proficiency standards administered by the Department of Defense.

Alex is a Certified Fraud Examiner, Certified Anti-Money Laundering Specialist and Tableau Specialist. trained in the REID technique for Investigative Interviewing and Advanced Interrogation and ssspassed Russian language proficiency standards administered by the Department of Defense. Alex graduated with a Master of Science in Financial Crime and Compliance Management from Utica College and Bachelor of Science, Finance from John Carroll University.

Appendix: Additional Information on Grant Thornton

“Grant Thornton” refers to the brand name under which the Grant Thornton member firms provide services to their clients and/or refers to one or more member firms, as the context requires.

Grant Thornton LLP and Grant Thornton Advisors LLC (and their respective subsidiary entities) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. Grant Thornton LLP is a licensed independent CPA firm that provides attest services to its clients, and Grant Thornton Advisors LLC and its subsidiary entities provide tax and business consulting services to their clients. Grant Thornton Advisors LLC and its subsidiary entities are not licensed CPA firms. The individuals who provide audit and attest services do so through Grant Thornton LLP, and the individuals who provide tax and advisory services do so through Grant Thornton Advisors LLC.

Grant Thornton International Limited (GTIL) and the member firms, including Grant Thornton LLP and Grant Thornton Advisors LLC, are not a worldwide partnership. GTIL and each member firm are separate legal entities. Services are delivered by the member firms, GTIL does not provide services to clients. GTIL and its member firms are not agents of, and do not obligate, one another and are not liable for one another’s acts or omissions.

About personnel
Total U.S. personnel counts listed in our proposal includes professionals in Grant Thornton LLP, Grant Thornton Advisors LLC, US Shared Services Center India Private Limited (“GTSSC”) and Grant Thornton Knowledge and Capability Center India Private Limited (“GTKCC”). The India-based GTSSC and GTKCC, affiliates of Grant Thornton LLP, provide services to Grant Thornton LLP and Grant Thornton Advisors LLC. Service line resource numbers do not include administrative/ operational personnel. Any use of the term “globally” in our proposal refers to GTIL member firms collectively.

ADDITIONAL INFORMATION ABOUT GRANT THORNTON

Grant Thornton

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GEORGE MASON UNIVERSITY

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

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS VASCUPP

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 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: Grant Thornton Advisors LLC Date: 30-January 2026

DBA: Grant Thornton Advisors LLC

Address: 3333 FINLEY ROAD SUITE 700, DOWNERS GROVE, ILLINOIS 60515

By: Matthew Lerner
Signature

FEI/FIN No. 99-1856619

Name: Matthew Lerner

Fax No. +1 732 516 5502

Title: Partner

Email: Matthew.Lerner@us.gt.com

Telephone No. +1 212-542-9816

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

SWaM Certification Number: Not Applicable

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.

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: Grant Thornton Advisors LLC

Preparer Name: Matthew Lerner **Date: 30-January-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 contractfor the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses includebut are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that 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: ____

Grant Thornton

Fee Proposal

George Mason University & Grant Thornton

A partnership committed to providing outstanding Internal Audit Co-Sourcing Services

JANUARY 30, 2026

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****.*

Our rate structure is aligned to the experience categories defined by George Mason University and reflects the skills, certifications, and expertise of personnel assigned to internal audit co-sourcing engagements.

The hourly rates include all required labor, overhead, and—when applicable—travel-related expenses if 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, as specified in the RFP.

Experience Level	IT – Specialty	Non-IT Specialty
1-3 years	$115 – $215	$115 – $215
3-5 years	$185 – $250	$185 – $250
> 5 years	$235 – $430	$235 – $430
Manager	$235 – $430	$235 – $430
In Depth Subject Matter Expert	$285 – $515	$285 – $515

VOLUME / DISCOUNTED SERVICES

While our proposal includes significantly discounted hourly rates that reflect our keen interest in working with GMU, we are happy to offer GMU additional discounted services. For total fees greater than $200,000 in a contract year, we will provide an additional 1% discount for every $200,000 in additional fees.

In addition to the discounted rates above, we want to go above and beyond the requirements of this engagement and show our commitment to continuing to build our long-term relationship with your institution. To demonstrate our commitment to GMU and reinforce our desire to maintain a successful relationship, we will also provide the following at no charge to you:

Complementary CPE Training – We can deliver CPE qualifying training on a variety of topics. As part of our relationship with The Met, we will include two training sessions delivered on topics of your choosing, which may include Cybersecurity, ERM, Data Analytics, Process Improvement, Accounting Standards, and others.

Internal Audit 101 Training – We will provide tailored training to individuals involved in the internal audit process to promote a successful and rewarding experience. This training provides an overview of the internal audit function, how we collaborate to execute our work, and the value we can provide. Our clients have found our Internal Audit Survival 101 Training to improve the collaboration and cooperation between the process owners and the internal audit function by increasing the transparency and understanding of the role of IA in supporting the mission of the organization.

No Charge Consultations – We strongly encourage frequent communication. As such, we do not charge for questions or conversations that do not require substantial research. We will provide access to our national team of industry-leading subject matter experts.

ADDITIONAL INFORMATION ABOUT GRANT THORNTON

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Grant Thornton

GT.COM

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

Grant Thornton Advisors LLC
Offeror/Firm

Matthew Lerner
Printed Name of Signer

Matthew Lerner
Signature

30-January 2026
Date

GrantThornton

Grant Thornton Advisors LLC
186 Wood Ave S # 4
Iselin, NJ 08830-2725

T 732.516.5500
F 732.516.5502
www.GrantThornton.com

This address should be used for correspondence only
For all payments, kindly use remittance instructions below

To:

Date:

Bill Number: **Client-Assignment Code:**

For
Professional Fees $

Total Amount of Bill: **$**

Terms: As agreed upon
Federal ID No. 99-1856619

Grant Thornton

Grant Thornton Advisors LLC
186 Wood Ave S # 4
Iselin, NJ 08830-2725

T 732.516.5500
F 732.516.5502
www.GrantThornton.com

This address should be used for correspondence only
For all payments, kindly use remittance instructions below

Date:

Remittance Copy

Bill Number: **Client Code:**

Assignment Code: **LOB:**

Bill Amount:

TO ENSURE TIMELY PROCESSING PLEASE REMIT PAYMENT TO:

Grant Thornton Advisors LLC
33562 Treasury Center
Chicago, IL 60694-3500

Optional Wire/ACH Transfer Instructions:

Bank Name:	BMO Harris Bank
ABA#:	071 000 288
Swift Code:	HATRUS44
Account#:	2750602
Bank Address:	320 S. Canal, Chicago, IL 60606
Beneficiary:	Grant Thornton Advisors LLC
Reference Mandatory:	Bill Number:
Reference Mandatory:	Client Number:

When making an ACH payment, kindly send remittance detail via email to: Cash@us.gt.com

GEORGE MASON UNIVERSITY

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!

Status	#	Experience Level	IT- Specialty rate per hour (Numeric)	Non-IT Specialty rate per hour (Numeric)	IT- Specialty rate per hour	Non-IT Specialty rate per hour
Success: All values provided	#0-1	**1-3 years**	$ 215.00	$ 215.00	$ 215.00	$ 215.00
Success: All values provided	#0-2	**3-5 years**	$ 250.00	$ 250.00	$ 250.00	$ 250.00
Success: All values provided	#0-3	**> 5 years**	$ 430.00	$ 430.00	$ 430.00	$ 430.00
Success: All values provided	#0-4	**Manager**	$ 430.00	$ 430.00	$ 430.00	$ 430.00
Success: All values provided	#0-5	**In Depth Subject Matter Expert**	$ 515.00	$ 515.00	$ 515.00	$ 515.00
Basket Total						**$ 1,840.00**

Grand Total						**$ 1,840.00**

Please see supplemental documents submitted in additional documents for the range of rates associated with these experience levels.