



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

STANDARD CONTRACT
GMU-SS0808-25-05

This Contract entered on this 1st day of August, 2026 (Effective Date) by KPMG LLP hereinafter called "Contractor" (located at 8350 Broad Street, Suite 900, McLean, VA 22102) and George Mason University hereinafter called "Mason," "George Mason," or "University".

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

II. SCOPE OF CONTRACT: The Contractor shall provide Internal Audit Co-Sourcing Services for George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. 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 the 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. Travel from outside a 50-mile radius of George Mason's Fairfax Campus, shall only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. Additional hourly rates for travel will not be considered.

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

KPMG Staff by level	George Mason experience level	Core team Rate	Subject Matter Specialists (Including IT)
Partner / Managing Director	Manager	\$385	\$424

Director / Sr. Manager	Manager	\$297	\$351
Manager	>5 years	\$215	\$268
Senior Associate	3-5 years	\$161	\$210
Associate	1-3 years	\$122	\$156

Additional Volume Based Discounts:

1. **Applicability and Measurement Period:** KPMG shall provide the volume-based discounts set forth below based on the aggregate number of hours billed by KPMG and any KPMG personnel, affiliates, subcontractors, or other resources performing services for the University under this Contract, including all Statements of Work, task orders, work authorizations, or similar ordering documents issued under or related to this Contract, during each Contract Year. For purposes of this section, "Contract Year" means each twelve-month period beginning on the Effective Date of the Contract and each anniversary thereof, unless otherwise specified in the Contract.
2. **Discount Thresholds.** The following volume-based discounts shall apply automatically:
 - a. A one percent (1%) discount shall apply to all billable hours in excess of 3,500 hours in a Contract Year.
 - b. A two percent (2%) discount shall apply to all billable hours in excess of 7,500 hours in a Contract Year.
3. **Automatic Application.** KPMG shall automatically apply the applicable discount to each invoice once the applicable annual threshold has been met. No additional purchase order, amendment, written notice, or other action by the University shall be required for the University to receive the discount.
4. **Timing and Credits.** If the University exceeds an applicable threshold after KPMG has already invoiced hours that qualify for a discount, KPMG shall apply the discount retroactively to all qualifying hours within the applicable Contract Year and shall issue a credit on the next invoice, or, if no further invoice is expected, shall refund the amount owed to the University within thirty (30) days.
5. **No Minimum Commitment.** The discount thresholds do not constitute a minimum purchase commitment, minimum hours commitment, or exclusivity obligation by the University. The University shall have no obligation to purchase any minimum number of hours or services.
6. **No Waiver; Audit and Reconciliation.** Failure by KPMG to apply a discount when due shall not constitute a waiver of the University's right to receive such discount. Upon request, KPMG shall provide reasonable supporting documentation sufficient for the University to verify the cumulative hours, applicable discount tier, and discount calculation. Any under-applied discount identified by the University or KPMG shall be credited or refunded within thirty (30) days.

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 goods received.

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

- A. This signed form;
- B. Data Security Addendum (attached);
- C. Negotiation Response(s) dated June 9, 2026 (attached);
- D. RFP No. GMU-SS0808-25, in its entirety (attached);
- E. Contractor's proposal dated January 29, 2026 (attached);
- F. Contractor's Statement of Work.

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

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

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, 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. However, if George Mason seeks to terminate the Contract for breach or default by the Contractor, George Mason shall first notify the Contractor in writing of its intent to terminate, identify the alleged deficiencies in performing giving rise to the intent to terminate, and shall not terminate the Contract for cause or default unless the Contractor fails to cure the specified deficiencies within thirty (30) days of Contractor's receipt of notice of such deficiencies.

Notwithstanding the foregoing, George Mason may terminate this Contract immediately, upon written notice, in whole or in part, without any cure period, if George Mason determines, in its reasonable judgment, that the Contractor's breach or default:

- (a) poses a risk to health or safety;
- (b) involves fraud, willful misconduct, gross negligence, or violation of law;
- (c) results in the unauthorized disclosure or misuse of confidential information or data;
- (d) results in a material disruption to Mason's operations; or
- (e) is incapable of cure.

Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract except for payment of services already performed in accordance with contract requirements and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date

- J. CHANGES TO THE CONTRACT: The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional services to be provided shall be ancillary to the Contract services, or within the same broad product or service categories as were included in the Contract award. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

- 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, to the extent known, be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
purch1@gmu.edu
2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.

- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall, subject to paragraph X.K hereof, 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 a termination for failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them such goods or services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL: Contractor and George Mason acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party’s respective activities under this Contract. George Mason shall not provide Contractor with, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations (“ITAR”), Export Administration Regulations (“EAR”), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.
 - 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:** 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 such party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** George Mason reserves the right to request 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 pricing, terms and conditions to be agreed upon.
- 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 University, the Commonwealth of Virginia, its officer, agents, and employees from any claims or damages arising from or caused by Contractor's performance of its obligations to the extent the harm was caused by Contractor's willful or negligent acts or omissions. Contractor understands and acknowledges that George Mason has not agreed or 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, defend, 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 set forth below 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. Upon full and final payment to Contractor of fees owed under the Contract, Contractor (i) assigns to Mason, all right, title and interest in and to the deliverables except to the extent any Contractor Property is contained therein, and (ii) grants Mason a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with Mason's internal use of the deliverables, including use by Mason's agents, contractors, and service providers acting on Mason's behalf. Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract or created, acquired, or licensed separately from the Contract, or created in performance of the Contract which are developed primarily for Mason's use or paid for under the contract, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, Mason agrees that nothing in this Contract prevents Contractor from using Residual Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Contract.

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: RESERVED
- 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.

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 that is solely in the possession of 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 Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data, which is provided or otherwise made available to Contractor pursuant to this Contract. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as permitted by the Contract or as otherwise required by law, legal process, or applicable professional standards. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. The Contractor may disclose University Data to its partners, principals, employees, vendors, and/or subcontractors (if any) who have a business need to know such information and who are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein.
 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 commercially reasonable measures, such as audit trails, to protect University Data. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle.

5. Contractor shall, unless legally prohibited from doing so, notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, which is made available to Contractor pursuant to this Contract, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for 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.

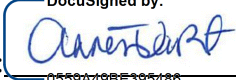
QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure 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 commercially reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use reasonable 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 unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully review 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 assessments of Contractor, at George Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such assessments. Contractor will make available to George Mason information reasonably necessary to demonstrate compliance with its data processing obligations. Contractor will make every reasonable effort to be responsive to such requests for assessments, but reserves the right to limit disclosure of details, if it determines, in its sole judgement, that such disclosure would put at risk the confidentiality, availability or integrity of its own or its other clients of counterparties’ data. 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, if hard copy, or securely disposed if electronic, as directed by Mason in its sole discretion within 180 days of the request being made. In the event that George Mason requests disposal of its data, Contractor agrees to dispose all data in its possession. Upon request Contractor agrees to provide written confirmation of data disposal to the University. Notwithstanding any other provision herein, Contractor may retain a copy of information received, developed, or otherwise relating to this contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of records as contemplated by this paragraph.
- 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.
- UU. ADDITIONAL TERMS:
1. LIMITATION OF LIABILITY: Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Contract or the services performed under the Contract a Task Order, or the services performed shall be limited to the amount of fees paid to Contractor under the relevant Task Order. The foregoing limitations shall not apply to: (i) the Contractor's fraud, willful misconduct, or gross negligence; (ii) breaches of confidentiality or data security obligations; or (iii) third-party intellectual property infringement arising from the Contractor's deliverables or services; provided, however, that the Contractor's total aggregate liability for claims under clauses (ii) and (iii) shall not exceed \$3,000,000. The Contractor will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract expiration or termination.
 2. MANAGEMENT DECISIONS: George Mason acknowledges and agrees that the Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, George Mason. Contractor will not perform management functions or make management decisions for George Mason.
 3. USE OF VENDORS: Mason acknowledges and agrees that in connection with the performance of services under the Contract, Contractor and its Member Firms, in their discretion or at Mason's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. Mason further acknowledges and agrees that Contractor-controlled parties, member Firms of KPMG International, and other third-party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor. These Vendors may in the performance of such services have access to Mason's Confidential Information. Contractor represents to Mason that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential

Information of Mason from unauthorized disclosure or use. Contractor shall be responsible to Mason for Contractor controlled, member Firms or Vendor's failure to comply.

KPMG LLP

DocuSigned by:

Signature: _____
0359A49BE395486...
Name: Annemijn van der Bijl
Title: Partner
Date: 8/3/2026

George Mason University

DocuSigned by:

Signature: _____
E1DA89EA373640A...
Name: Clifford Shore
Title: Chief Procurement Officer
Date: 8/4/2026

DATA SECURITY ADDENDUM

for inclusion in GMU-SS0808-25-05 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and KPMG, LLP ("Selected Firm/Vendor") dated October 28, 2019 (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University.

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

1. Definitions

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

2. Rights and License in and to the University Data

- a. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm/Vendor has a limited, nonexclusive license to use the data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Contract.

3. Intellectual Property Rights/Disclosure

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Selected Firm/Vendor warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Selected Firm/Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise

arising from the Contract, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights.

- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Selected Firm/Vendor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by the Contract or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under the Contract. Selected Firm/Vendor will ensure that employees who perform services under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract.
- d. If Selected Firm/Vendor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm/Vendor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under the Contract for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

5. Data Security

- a. Computer and network security is of paramount concern to the University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. Selected Firm/Vendor will utilize, store and process University Data in a secure environment in accordance with commercial 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 Selected Firm/Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm/Vendor maintains that all electronic University Data will be encrypted in transmission (including via web interface) across public networks and stored on laptops and mobile devices at no less than 128-bit level encryption.
- b. Selected Firm/Vendor will use commercially reasonable security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract.
- c. If Selected Firm/Vendor's use of University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

6. Employee Background Checks and Qualifications

- a. Selected Firm/Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract including but not limited to all terms

relating to data and intellectual property protection.

- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

7. Data Authenticity and Integrity

- a. Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The selected Firm/Vendor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

8. Security Breach

- a. Response. Promptly and without undue delay upon becoming aware of a Security Breach, , Selected Firm/Vendor will notify the University, fully investigate the incident, and cooperate reasonably with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

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

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

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of the Contract, Selected Firm/Vendor will ensure that all University Data are securely returned or disposed of as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide written confirmation of data destruction to the University. Notwithstanding the foregoing, Contractor may retain a copy of information received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as

memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the destruction of records as contemplated by this paragraph.

11. Assessments

- a. The University reserves the right in its sole discretion to perform assessments of Selected Firm/Vendor at the University's expense to ensure compliance with the terms of the Contract. The Selected Firm/Vendor shall reasonably cooperate in the performance of such assessments. This provision applies to all Contracts under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, store, or dispose of University Data. Firm/Vendor will make every reasonable effort to be responsive to such assessment, but reserves the right to limit disclosure of details and nature of procedures, if it determines, in its sole judgment, that such disclosure would put at risk the confidentiality, availability or integrity of its own or its other clients or counterparties' data.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually, where applicable and available an American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls.

12. Use of Trademarks

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

13. Compliance

- a. Selected Firm/Vendor will comply with all applicable laws in performing services under the Contract. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.
- b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm/Vendor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

14. Indemnity

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

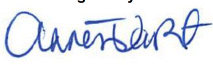
15. Survival

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

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

[Signatures to follow on next page]

KPMG LLP

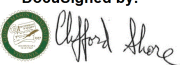
DocuSigned by:

8559A49BE395486...
Signature

Name: Annemijn van der Bijl

Title: Partner

Date: 8/3/2026

George Mason University

DocuSigned by:

E1DA89EA373640A...
Signature

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 8/4/2026

June 3, 2026

Annemijn van der Bijl
Partner - avanderbijl@kpmg.com
KPMG LLP
8350 Broad Street, Suite 900
McLean, VA 22102

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

Dear Ms. Van der Bijl;

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.

KPMG LLP Response: We confirm that the hourly rates represent the full cost structure for all work within the scope of this Contract.

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

KPMG LLP Response: We understand and confirm that all travel from outside a 50-mile radius will be handled on a pre-approved reimbursement basis in accordance with George Mason University's travel policies and the applicable GSA per diem rates and that additional hourly rates for travel will not be considered.

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?

KPMG LLP Response: KPMG recognizes George Mason University's responsibilities as a public institution of the Commonwealth of Virginia and the importance of ensuring pricing structures are appropriately supported. We value the opportunity to build a long-term, strategic partnership with George Mason University. In response, KPMG is offering a **2.5% discount off our already heavily discounted proposed rate card, as reflected in the proposed rate card included below. We believe that these discounted rates are highly competitive within the public higher-education and professional services market, particularly when considering the depth of experience, specialized expertise, and technology-enabled efficiencies embedded in**

our delivery model. The proposed hourly rates are intended to serve as not-to-exceed ceiling rates and will be used to develop firm-fixed statements of work (SOWs) for specific engagements, which is customary practice in how we utilize active, negotiated labor rate schedules. Once the scope of an individual SOW is finalized, we will work collaboratively with George Mason University to evaluate opportunities for **additional volume-based discounts**, as outlined in Response #4 below.

KPMG Staff by level	George Mason experience level	Core team Rate	Subject Matter Specialists (Including IT)
Partner / Managing Director	Manager	\$385	\$424
Director / Sr. Manager	Manager	\$297	\$351
Manager	>5 years	\$215	\$268
Senior Associate	3-5 years	\$161	\$210
Associate	1-3 years	\$122	\$156

George Mason University Response: Confirmed

4. Please advise if your firm would be willing to offer a discounted rate structure for volume services or length of engagement/project? As an example, if George Mason University contracts with your firm for a specific engagement/period of performance that exceeds a certain number of hours and/or a total volume of spend with your firm would you be willing to offer further discounts on your rates?

Examples are provided below:

- Ex 1: If Mason exceeds fees beyond \$100,000 in a contract year we receive a 1% discount, \$200,000 in a contract year 2% discount, etc.
- Ex. 2: For a particular engagement/task order, if the engagement exceeds 30 days the rates are discounted by 1%, if the engagement exceeds 60 days the rates are discounted by 2%, etc.

KPMG LLP Response: Should George Mason require our services for more than 3,500 hours per year, we'd offer a volume-based discount of 1% on all hours exceeding 3,500 per year and a 2% volume-based discount for all hours exceeding 7,500 per year.

George Mason University Response: Confirmed

5. 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.

KPMG LLP Response: Should the University enter into multiple contracts with KPMG, we would be open to discussing the application of any volume considerations on a case-by-case basis at the time new contracts are executed. This approach provides flexibility while avoiding the need to retroactively amend existing agreements.

George Mason University Response: Confirmed

6. 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)?

KPMG LLP Response: Yes, KPMG is prepared to offer a structured, year-round value-added program for George Mason University designed to deliver timely, higher education–relevant insights at no additional cost. Leveraging our extensive higher education experience and deep knowledge of the Commonwealth of Virginia, this program combines leadership-curated content, practical knowledge-sharing sessions, and leading practices tailored to the issues most relevant to George Mason University.

George Mason University will have access to the full depth and breadth of KPMG’s firmwide capabilities. We intentionally bring forward tools, solutions, and leading practices that peer institutions are actively leveraging or evaluating—providing management with visibility into emerging ideas and approaches for consideration, without obligation. This ensures your leadership team remains informed of innovations and evolving practices across higher education and adjacent industries.

Our value-added program includes, at no additional cost:

- An immersive in-person session at the Capital One Arena Ignition Center focused on integrating AI and data analytics into the internal audit function.
- Customized day-of-learning sessions or smaller, CPE-eligible educational events tailored to topics of greatest interest to George Mason.
- Live Audit and Compliance Committee educational sessions delivered by the KPMG Board Leadership Center on topics relevant to Committee members.
- Access to the KPMG Board Leadership Center, providing ongoing education and thought leadership for audit and compliance committee members.
- CFO, C-suite, and director-level roundtables and peer exchanges to support cross-industry benchmarking and executive-level insights.
- Invitations to CPE-eligible trainings and industry update webcasts on evolving compliance and regulatory requirements (e.g., Single Audit compliance updates).
- Invitations to KPMG’s Annual Accounting and Financial Reporting Symposium, featuring leading practices and emerging issues across industries.

Through these value-added offerings, KPMG supports George Mason University by providing timely, practical, and actionable insights aligned not only with internal audit priorities, but also with broader institutional objectives across the university.

George Mason University Response: Confirmed

7. 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.

KPMG LLP Response: We confirm that no additional terms and conditions will be added to any SOW, quote, or proposal issued to George Mason University.

George Mason University Response: Confirmed

8. 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?

KPMG LLP Response: Yes, the proposed rates will remain fixed for the full three-year initial contract term and the first renewal period. Any cost-of-living adjustments during subsequent renewal periods (Years 5–7) will not exceed 4% annually.

George Mason University Response: Confirmed

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

KPMG LLP Response: Yes, the same rates will be offered to other VASCUPP institutions.

George Mason University Response: Confirmed

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

KPMG LLP Response: We understand, acknowledge and agree that George Mason University cannot guarantee a minimum amount of business.

George Mason University Response: Confirmed

11. 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.

KPMG LLP Response: We understand and confirm the payment and invoicing conditions mentioned above.

George Mason University Response: Confirmed

12. 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.

KPMG LLP Response: We acknowledge and agree to safeguard all University information 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.

George Mason University Response: Confirmed

13. **Contract Exceptions:**

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

Accepted:

- J. Changes To The Contract
- K. Claims
- P. Continuity Of Services: 1. C.
- R. Default
- U. Export Control

- V. Force Majeure
- W. Future Goods And Services
- Z. Independent Contractor
- BB. Insurance
- CC. Intellectual Property: 1 And 2
- HH. Remedies
- KK. Response To Legal Orders, Demands, Or Requests For Data
- QQ. University Data Security
- RR. University Data Upon Termination Or Expiration
- UU. Additional Terms: 2. Management Decisions

KPMG LLP Response: Confirmed

George Mason University Response: Confirmed

13. Proposed Changes:

(A)	Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
	X. Standard Terms and Conditions: II. Scope of Contract	II. SCOPE OF CONTRACT: The Contractor shall provide____ for the ____ of George Mason University as set forth in the Contract documents. All SOW's must be on a form approved by George Mason prior to the start of any engagement from this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason. During the term of this Contract, Contractor may issue submit a Statement of Work (SOW) to modify the scope of the an individual engagement as needed 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 Any changes to the scope of the engagement, or the work to be performed or a solution or services offered under an SOW from this Contract, as well as resulting modifications or additions. Contractor may not change, modify, add, supersede, or remove to any Contract term, must be preapproved and accepted by George Mason; such modifications will apply	KPMG respectfully requests that this provision be revised to allow for the possibility of adding or changing terms in the Contract as they relate to a specific Statement of Work, subject to GMU's approval. Given that the Contract could be in effect for up to seven years, it is important to consider the significant evolution of technology during this time. Depending on GMU's future needs for a given engagement, including an offered solution(s), potential licensing requirements to enhancement tools, services, or additional support necessary, there could also be a need for corresponding adjustments to the Contract terms. As the future is unpredictable, we believe it is important to maintain flexibility	In order to avoid the administrative burden of negotiating terms with vendors that may have the practice of attaching standard commercial terms and conditions to new sows in response to requests for individual engagements, this language is necessary. Any changes to the contract terms and conditions can be negotiated separately through a modification approved by both parties. GMU often entertains modifications to terms and conditions when the need arises	While KPMG fully supports the efficiency of operating under a single, unified set of Master Terms, we respectfully request that GMU reconsider our proposed language regarding Statement of Work (SOW) modifications. Because we anticipate multiple SOWs with diverse and currently undefined scopes, this clause provides a necessary administrative mechanism to address project-specific needs. This approach allows us to tailor individual SOWs without having to formally amend the overarching Master Agreement each time. For example, if a future project requires the use of a specialized proprietary technology tool, use of that specific tool might require unique licensing or data-handling terms.

(A)	Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
		only to that specific from this Contract through a SOW.	to accommodate unforeseen changes or needs in order to deliver the best possible results for GMU.		Our proposed change ensures we can seamlessly accommodate those unique project requirements locally with GMU's approval within a given SOW, keeping the broader Master Agreement intact and expediting the contracting process for future work.

(B)	Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
	X. Standard Terms and Conditions: I. CANCELLATION OF CONTRACT:	I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. <u>However, if Mason seeks to terminate the Contract for breach or default by the Contractor, Mason shall first notify the Contractor in writing of its intent to terminate, identify the alleged deficiencies in performing giving rise to the intent to terminate, and shall not terminate the Contract for cause or default unless the Contractor fails to cure the specified deficiencies within thirty (30) days of Contractor's receipt of notice of such deficiencies.</u> Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract <u>except for payment of services already performed in accordance with contract requirements</u> and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.	KPMG requests to have 30-days' notice to cure any possible breaches.	Notwithstanding the foregoing, Mason may terminate this Contract immediately, upon written notice, in whole or in part, without any cure period, if Mason determines, in its reasonable judgment, that the Contractor's breach or default: (a) poses a risk to health or safety; (b) involves fraud, willful misconduct, gross negligence, or violation of law; (c) results in the unauthorized disclosure or misuse of confidential information or data; (d) results in a material disruption to Mason's operations; or (e) is incapable of cure.	KPMG accepts GMU's changed language.

(C) Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
X. Standard Terms and Conditions: K. CLAIMS: 4.	4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with § 55 of the Governing Rules <u>In the event the Contractor disagrees with the Chief Procurement Officer's decision, and in all situations involving a claim or dispute by Mason against the Contractor relating to the Contract or the services provided hereunder, the parties agree that any such dispute or claim shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude the Contractor from filing a timely formal claim in accordance with applicable Virginia law provided, however, that the Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.</u>	KPMG requests this edit as Section 55 is permissive, not mandatory; the following Section, 56, expressly permits GMU to agree to non-binding mediation, so the edit reflects this which ensures compliance with Virginia's legal framework by aligning with the governing rules.	This was previously agreed to in the past, GMU is not open to agreeing to mandatory non-binding mediation for this contract. The parties can consider mediation as an option on a case-by-case basis to resolve contract disputes	KPMG accepts GMU's original language and <i>withdraws</i> requested exception.

(D)	Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
	X. Standard Terms and Conditions: Y. INDEMNIFICATION:	Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, <u>for death, bodily injury, or damage to tangible property to the extent arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by negligent or willful acts or omissions of the Contractor any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.</u>	KPMG offers (this edit or) previously accepted language from GMU - 1593-19-03 (2019) U. INDEMNIFICATION and GMU-1827-23-13 Y. INDEMNIFICATION: "Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officer, agents, and employees from any claims or damages, arising from or caused by Contractor's performance of its obligations to the extent the harm was caused by Contractor's willful or negligent acts or omissions."	Previous language agreed to is acceptable.	KPMG accepts the language as previously agreed: Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officer, agents, and employees from any claims or damages, arising from or caused by Contractor's performance of its obligations to the extent the harm was caused by Contractor's willful or negligent acts or omissions.
(D)	Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU

X. Standard Terms and Conditions: CC. INTELLECTUAL PROPERTY: (paragraph 2)	... <u>Upon full and final payment to Contractor of fees owed under the Contract, Contractor (i) assigns to Mason, all right, title and interest in and to the deliverables except to the extent any Contractor Property is contained therein, and (ii) grants Mason a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with Mason's internal use of the deliverables. Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract or created, acquired, or licensed separately from the Contract, or created in performance of the Contract which are not specific to Mason, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, Mason agrees that nothing in this Contract prevents Contractor from using Residual Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Contract.</u>	To support the scope of services, which may extend over a seven-year period and involve "unique and proprietary knowledge," KPMG seeks to retain its intellectual property rights. However, we are pleased to offer George Mason University a perpetual license to use any intellectual property contained within the deliverables we provide. This arrangement ensures that Mason benefits from continued access to the tools and insights developed during our collaboration, while allowing KPMG to protect its innovative methodologies and proprietary content.	CC. INTELLECTUAL PROPERTY (paragraph 2): Upon full and final payment to Contractor of fees owed under the Contract, Contractor (i) assigns to Mason, all right, title and interest in and to the deliverables except to the extent any Contractor Property is contained therein, and (ii) grants Mason a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with Mason's internal use of the deliverables, <u>including use by Mason's agents, contractors, and service providers acting on Mason's behalf.</u> Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract or created, acquired, or licensed separately from the Contract, or created in performance of the Contract which are not <u>specific to Mason developed primarily for Mason's use or paid for under the contract,</u> including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, Mason agrees that nothing in this Contract prevents Contractor from using Residual Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Contract.	KPMG respectfully requests that we maintain our original language regarding Intellectual Property and Deliverables. We believe GMU's first edit regarding 'agents' is already addressed by the existing language, as an agent acting on Mason's behalf for internal purposes is inherently permitted to use the deliverables. More critically, GMU's second edit restricts KPMG's ability to retain its core intellectual property. Because GMU is benefiting directly from the tools and methodologies we have developed across our practice, it is fundamental that KPMG retain ownership of its underlying IP so that we can continue providing these services across our industry. Mason will, of course, retain full ownership of the final deliverables, alongside the necessary license to use them internally.
--	--	--	--	---

(E) Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
X. Standard Terms and Conditions: PP. UNIVERSITY DATA:	PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data, <u>which is provided or otherwise made available to Contractor pursuant to this Contract</u>. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract: 1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required permitted by the Contract or as otherwise required by law, <u>legal process, or applicable professional standards</u>. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason. 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data. The Contractor may disclose University Data to its partners, principals, employees, vendors, and/or subcontractors (if any) who have a business need to know such information and who are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract. 4. Contractor will take <u>commercially</u> reasonable measures, including such as 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, <u>unless legally prohibited from doing so</u>, notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, <u>which is made available to Contractor pursuant to this Contract</u>, including but not limited to a request to view, access, delete, correct, or amend the information PII. Contractor shall not take any action regarding such a request except as directed by Mason. . . .	KPMG requests these clarifying edits to (1) assure that the term applies only to data provided pursuant to the contract; (2) that we can disclose as needed internally; and (3) that we will provide notice unless legally prohibited from doing so (e.g., a subpoena, etc.)	Removing strikethrough of "per the Virginia Public Records Act" to match previously signed agreement.	KPMG withdraws its request to strike "per the Virginia Public Records Act"

(E) Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
X. Standard Terms and Conditions: <u>UU. ADDITIONAL TERMS</u>	1. Limitation of Liability. Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Contract or the services performed under the Contract a Task Order, or the services performed shall be limited to the amount of fees paid to Contractor under the relevant Task Order. The Contractor will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract expiration or termination.	KPMG requests the inclusion of a Limitation of Liability (LOL) clause, which is standard for large professional service firms. This is particularly important for partnerships, where partners can be held personally liable for the partnership's obligations, unlike in corporations. An LOL clause encourages competition by allowing both large companies and partnerships to propose services without assuming unlimited liability. For KPMG and its clients, unlimited liability is not feasible due to our domestic and international client base and our critical role in capital markets. Therefore, we seek a reasonable LOL in contracts that matches the engagement's scope and scale. This approach aligns with available insurance coverage, ensuring potential claims are covered without exceeding policy limits, and mitigates financial risk by making claims predictable.	Due to the sensitive nature of these services exceptions to the liability limitations have been included: 1. Limitation of Liability. Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Contract or the services performed under the Contract a Task Order, or the services performed shall be limited to the amount of fees paid to Contractor under the relevant Task Order. <u>The foregoing limitations shall not apply to: (i) the Contractor's fraud, willful misconduct, or gross negligence; (ii) breaches of confidentiality or data security obligations; (iii) violations of applicable law; or (iv) third-party intellectual property infringement arising from the Contractor's deliverables or services.</u> The Contractor will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract expiration or termination.	We have carefully considered GMU's rationale regarding the sensitive nature of the services. While we employ rigorous security protocols to protect all client information, after consultation with our General Counsel, we respectfully ask GMU to reconsider its position and accept KPMG's language as originally proposed for two primary reasons: <i>Proportional Risk & Uncapped Liability:</i> The purpose of a limitation of liability is to allocate risk proportionately. GMU's edits—specifically removing the cap for confidentiality and data security—create a risk profile that essentially amounts to unlimited liability for KPMG. It is a strict firm policy that our exposure remains quantifiable and proportionate to the engagement; we cannot enter into agreements that carry an uncapped, infinite financial liability for data security or confidentiality breaches. However, if GMU is amenable, we would be open to negotiating a specific, separate financial cap strictly for these areas. <i>Clarity on Negligence:</i> We agree that uncapped liability is appropriate for fraud, willful misconduct, or gross negligence. However, carving out broad categories like 'applicable law' or 'confidentiality' can inadvertently blur the line between gross and ordinary negligence. This broad phrasing has the unintended consequence of exposing KPMG to unlimited liability for simple, everyday human errors. Our goal with this term is to ensure the contract includes a clear legal distinction between ordinary and gross negligence, and that confidentiality and data security remain firmly subject to an agreed-upon financial cap.

(E) Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
X. Standard Terms and Conditions: <u>UU. ADDITIONAL TERMS</u>	<u>3. Use of Advice.</u> The deliverables are provided for GMU's sole benefit and internal business use and are not for the benefit of, or to be relied upon by any other party. The Contractor may, in its sole discretion mark such Advice to reflect the foregoing. Deliverables bearing the "KPMG" name or logo may only be disclosed to a third party in its entirety and unmodified. <u>4. CPA Disclosure.</u> Contractor is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the services Contractor is providing, non-CPA holders may provide the services under the Contract. <u>5. Contractor Resources.</u> Contractor may engage member firms of the KPMG network of independent firms and/or affiliated third-party providers ("Contractor Resources"), which may be in or outside the United States, to assist in the performance of the services. Contractor remains responsible to Client for the performance of such Services, and adherence to obligations of confidentiality, by any Contractor Resources to the same extent Contractor is obligated under the terms of this Contract. With the understanding that Contractor will remain responsible to Client for the Contractor Resources, Client acknowledges and agrees that the Contractor Resources will not be subject to flow-down terms set forth in the Contract. <u>6. Use of Technologies.</u> Contractor's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by Contractor Resources, notwithstanding other requirements of this contract. In addition, Contractor may license certain proprietary and third-party software tools ("Enabling Tools") for use by GMU to facilitate the Services. All other use is prohibited. GMU may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by Contractor in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and GMU access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. GMU shall download such Deliverables and documents for its records. GMU acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this contract and may be subject to additional terms specified in the Engagement Letter or other agreement. Enabling Tools are provided on an "as is," "as available" basis. <u>7. Third Party Service Providers.</u> Contractor will not disclose any information to third parties, except to its partners, principals, employees, subcontractors, and vendors on a business need-to-know basis under nondisclosure obligations at least as protective as those in this Contract. Contractor is authorized to use infrastructure support services (e.g., Microsoft, Oracle, ServiceNow, etc.) to process, store, or transmit Client's data in connection with the performance of this Contract.	3. Use of Advice: This provision specifies that any deliverables are exclusively for GMU's benefit and internal business use and not intended for reliance by any other party. Deliverables are tailored and confidential, assuring GMU that the advice is specifically designed to address its internal business objectives. 4. CPA Disclosure: In accordance with our contractual obligations in the State of California, KPMG must inform you that the work may not be performed by certified public accountants. This disclosure is mandatory, and no action is required on your part as our potential client. 5. Contractor Resources: This provision affirms that KPMG maintains full responsibility for the performance and confidentiality obligations of its resources, allowing GMU to hold KPMG accountable for the complete scope of work and confidentiality adherence, regardless of who performs the services ... 6. Use of Technologies: KPMG requests the inclusion of this term to facilitate a clear understanding of how third-party vendors will be utilized in the delivery of our services, ensuring that appropriate protections for confidential information are maintained. This provision allows KPMG to leverage third-party service providers, including our cloud service providers, which enhances our ability to deliver services efficiently and utilize specialized vendor capabilities. KPMG assures the State that we have safeguards, measures, and controls in place to protect your confidential information, and it is our responsibility to maintain these protections when using any third-party vendors. The clarifies that the onus is on KPMG to manage its vendors and prevent unauthorized disclosures. 7. Third Party Service Providers: KPMG requests the inclusion of this term to facilitate a clear understanding of how third-party vendors will be utilized in the delivery of our services, ensuring that appropriate protections for confidential information are maintained. This provision allows KPMG to leverage third-party service providers, including our cloud service providers, which enhances our ability to deliver services efficiently and utilize specialized vendor capabilities. KPMG assures the State that we have safeguards, measures, and controls in place to protect your confidential information, and it is our responsibility to maintain these protections when using any third-party vendors. The clarifies that the onus is on KPMG to manage its vendors and prevent unauthorized disclosures.	3-7. These clauses were negotiated in the 2023 contract with GMU, and agreement was reached not to include them. For similar reasons, GMU is rejecting these clauses in this contract.	KPMG has revised some of its standard insertions since the contract in 2023 was negotiated, and similar language is included as either an additional term or based on other edits negotiated with GMU which were agreed upon. If GMU is amenable, KPMG would agree to duplicate the terms as negotiated under the consulting contract GMU-1827-23-13.

(F) Citation	Excerpt / Requested Edit for Negotiation	Rationale	GMU 04/21 Response to KPMG	KPMG's 04/29 Response back to GMU
Data Security Addendum	1. Definitions ... 2. Data Security ... 5. Security Breach ... 6. Audits ...	Provided in proposal.	George Mason University has executed a DSA in our active GMU- 1827-23-13 agreement with KPMG. Accordingly, we have rejected the requested redlines and can offer to execute a DSA with the same language as that agreement.	KPMG appreciates GMU's position regarding the Data Security Addendum (DSA). We proposed our recent edits to ensure the data terms align with the realities of an Indefinite Delivery / Indefinite Quantity (IDIQ) solicitation—specifically its extended duration, undefined future task scopes, and the rapid pace of technological change. We completely understand the desire to use the 2023 DSA. However, that specific addendum was tailored to the negotiated parameters of its original master agreement. We risk creating inconsistencies and potential contradictions if we 'mix and match' an older addendum with brand-new master terms. We respectfully ask GMU to consider one of two paths forward: we can collaborate to refine the current DSA to fit this new IDIQ, or, if GMU prefers, KPMG is happy to duplicate the master terms from GMU-1827-23-13 in their entirety. This allows us to use the 2023 DSA seamlessly alongside the original terms it was designed to accompany.

B. DATA SECURITY ADDENDUM:

KPMG LLP Response: Please see response in the last row above.

George Mason University response: Below is GMU's final position as to contract redlines. 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 do not add into a table. Provide answers under each section.

X. Standard Terms and Conditions:

I. CANCELLATION OF CONTRACT: Confirmed

K. CLAIMS: 4: Confirmed

Y. INDEMNIFICATION: Confirmed

PP. UNIVERSITY DATA: Confirmed

II. SCOPE OF CONTRACT: GMU has considered this request but the proposed changes are unacceptable and we intend to proceed with the language unchanged. As stated previously, additional terms and conditions can be considered and amended by modification of this agreement if warranted. The intent is to maintain these terms and conditions throughout the period of performance if possible and to avoid negotiating new terms with each new SOW. We do not wish to proceed in a manner that anticipates changing T&Cs with each SOW.

KPMG LLP Response: KPMG will agree to GMU's revised language from 04/21.

CC. INTELLECTUAL PROPERTY (paragraph 2): Mason must insist on keeping this edit or similar language. The clarification is necessary because "internal" could be interpreted to exclude any non-Mason entity. We welcome any additional clarifying language to be added. It is important that Mason not be restricted from sharing with agents, contractors and service providers. Mason must insist on keeping this edit or an edit with similar language. The definition of contractor property here is very broad. Mason's edit is minimal and necessary for clarity. This edit is only in relation to "or created in performance of the Contract which are not ..." We are not referring to any contractor property created outside of this contract. If Mason is paying for a deliverable that is created under this contract it should not be considered contractor property. The term "Specific to Mason" could exclude many deliverables where even a small portion of the deliverable could be argued to not be "specific to Mason"

KPMG LLP Response: KPMG will agree to GMU's revised language from 04/21.

UU. ADDITIONAL TERMS: We can agree to remove (iii) applicable law. For (ii) and (iv) we can negotiate a separate ceiling, but that ceiling must be high due to the sensitive nature of the data that may be handled by KPMG. We propose \$3 Million. It is necessary that (ii) and (iv) include ordinary negligence, a negligent security breach or violation of confidentiality (as defined in the contract and/or relevant Virginia law) could have serious consequences for GMU

KPMG LLP Response: KPMG will agree to GMU's revised language from 04/21, and the ceiling recommendation.

UU. ADDITIONAL TERMS: GMU has attempted to duplicate the 2023 terms - the language you proposed here is not in that agreement. Is there other language from that agreement that you would propose?

KPMG LLP Response: KPMG will agree to duplicate the 2023 terms – we will attach that language from the contract, page 11:

YY. USE OF VENDORS: Mason acknowledges and agrees that in connection with the performance of services under the Contract, Contractor and its Member Firms, in their discretion or at Mason's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. Mason further acknowledges and agrees that Contractor-controlled parties, member Firms of KPMG International, and other third-party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor. These Vendors may in the performance

of such services have access to Mason's Confidential Information. Contractor represents to Mason that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of Mason from unauthorized disclosure or use. Contractor shall be responsible to Mason for Contractor-controlled, member Firms or Vendor's failure to comply.

Data Security Addendum: GMUs policy on Data security has not changed and we apply these requirements to most agreements including those with different terms. If KPMG would like to propose any additional terms from the 2023 agreement to include in this contract, GMU will consider those. However, we must insist on the same DSA as agreed to in 2023 or our original version posted with the RFP.

KPMG LLP Response: KPMG will agree to GMU's revised language from 04/21, agreeing to the language from the 2023 Data Security Agreement.

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



July 22, 2026

Annemijn van der Bijl
Partner - avanderbijl@kpmg.com
KPMG LLP
8350 Broad Street, Suite 900
McLean, VA 22102

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

Dear Ms. Van der Bijl;

We are requesting clarification on the volume-based discounts listed in your response to question 4 in the negotiation letters.

A volume-based discount of 1% for all hours exceeding 3500 per year and 2% for all hours exceeding 7500 per year was offered. We have accepted this Volume Based Discount; however, we are seeking clarification on how this is applied.

George Mason would like to propose the following language to be inserted into the Standard Contract. Please review the below language and confirm your acceptance or provide redlines.

Additional Volume Based Discounts:

1. **Applicability and Measurement Period:** KPMG shall provide the volume-based discounts set forth below based on the aggregate number of hours billed by KPMG and any KPMG personnel, affiliates, subcontractors, or other resources performing services for the University under this Agreement, including all Statements of Work, task orders, work authorizations, or similar ordering documents issued under or related to this Agreement, during each Contract Year. For purposes of this section, "Contract Year" means each twelve-month period beginning on the effective date of the Agreement and each anniversary thereof, unless otherwise specified in the Agreement.
2. **Discount Thresholds.** The following volume-based discounts shall apply automatically:
 - a. A one percent (1%) discount shall apply to all billable hours in excess of 3,500 hours in a Contract Year.
 - b. A two percent (2%) discount shall apply to all billable hours in excess of 7,500 hours in a Contract Year.
3. **Automatic Application.** KPMG shall automatically apply the applicable discount to each invoice once the applicable annual threshold has been met. No additional purchase order, amendment, written notice, or other action by the University shall be required for the University to receive the discount.
4. **Timing and Credits.** If the University exceeds an applicable threshold after KPMG has already invoiced hours that qualify for a discount, KPMG shall apply the discount retroactively to all qualifying hours within the applicable Contract Year and shall issue a credit on the next invoice, or, if no further invoice is expected, shall refund the amount owed to the University within thirty (30) days.



5. **No Minimum Commitment.** The discount thresholds do not constitute a minimum purchase commitment, minimum hours commitment, or exclusivity obligation by the University. The University shall have no obligation to purchase any minimum number of hours or services.
6. **No Waiver; Audit and Reconciliation.** Failure by KPMG to apply a discount when due shall not constitute a waiver of the University's right to receive such discount. Upon request, KPMG shall provide reasonable supporting documentation sufficient for the University to verify the cumulative hours, applicable discount tier, and discount calculation. Any under-applied discount identified by the University or KPMG shall be credited or refunded within thirty (30) days.

KPMG LLP Response (7/24/2026): We agree with the proposed language above and its inclusion in the Standard Contract.

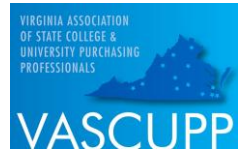
Please return confirmation or edits no later than 9:00am July 27, 2026.

Thank you,

Sara Siddall
Strategic Sourcing Manager



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



REQUEST FOR PROPOSALS
GMU-SS0808-25

ISSUE DATE: December 15, 2025

TITLE: Internal Audit Co-Sourcing Services

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director

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

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

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

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

Name and Address of Firm:

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

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

OFFEROR PROPOSAL SUBMISSION CHECKLIST

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

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

TABLE OF CONTENTS
GMU-SS0808-25

Table of Contents

I. PURPOSE:4

II. PURCHASING MANUAL/GOVERNING RULES:4

III. COMMUNICATION:.....4

IV. FINAL CONTRACT:4

V. ADDITIONAL USERS:4

VI. EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:5

VII. SWAM CERTIFICATION:5

VIII. SMALL BUSINESS SUBCONTRACTING PLAN:.....5

IX. PERIOD OF PERFORMANCE:.....5

X. BACKGROUND:5

XI. STATEMENT OF NEEDS:5

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:6

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:10

XIV. CONTRACT ADMINISTRATION:.....10

XV. PAYMENT TERMS / METHOD OF PAYMENT:.....11

XVI. SOLICITATION TERMS AND CONDITIONS:.....11

XVII. RFP SCHEDULE (SUBJECT TO CHANGE):12

ATTACHMENT A - SMALL BUSINESS SUBCONTRACTING PLAN13

ATTACHMENT B – STANDARD CONTRACT.....15

ATTACHMENT C – SAMPLE INVOICE FORMAT27

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide Internal Audit Co-Sourcing Services for the Office of Audit and Compliance of George Mason University. George Mason University (herein after referred to as “George Mason,” or “University”) is a public institution of higher education and agency of the Commonwealth of Virginia.

II. PURCHASING MANUAL/GOVERNING RULES:

This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>

III. COMMUNICATION:

Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of George Mason. ***Communications shall take place in Bonfire unless otherwise instructed by the Procurement Officers.***

IV. FINAL CONTRACT:

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

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

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

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

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

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

V. ADDITIONAL USERS:

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

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

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

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

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

VI. EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

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

VII. SWAM CERTIFICATION:

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

VIII. SMALL BUSINESS SUBCONTRACTING PLAN:

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

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

IX. PERIOD OF PERFORMANCE:

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

X. BACKGROUND:

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

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

XI. STATEMENT OF NEEDS:

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

A. General Requirements:

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

Contractor should demonstrate advanced capabilities in:

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

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

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

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

The following shall apply:

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

2. Proposal Presentation:

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

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

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

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

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

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

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

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

1. Procedural information:

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

2. General firm background and information:

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

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

circumstances.

6. Cost of Service:

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

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

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

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

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

XIV. CONTRACT ADMINISTRATION:

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

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

XV. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

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

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

XVII. RFP SCHEDULE (SUBJECT TO CHANGE):

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

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

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

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

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

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

Subcontract #4

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

Subcontract #5

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



Purchasing Department
 4400 University Drive, 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 Contractor's employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

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

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

P. CONTINUITY OF SERVICES:

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

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

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

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

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

U. EXPORT CONTROL:

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

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

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

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

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

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

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

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

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

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

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

- GG. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed seven (7) years in length.
1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason’s reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason’s request, provide George Mason with a copy of its response.
- If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason’s reasonable requests in connection with its response.
- LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and George Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other

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

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

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

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

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

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

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

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

Selected Firm/Vendor

George Mason University

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

ATTACHMENT C – SAMPLE INVOICE FORMAT

SAMPLE INVOICE

Company Name

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

3. INVOICE #:15454

4. 3/31/2025

5. PURCHASE ORDER #: PO05156064

BILL TO:

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

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

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

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

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

Total due: _____

Other Comments/Contact Information



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

RFP ADDENDUM NO. 1:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

Offeror/Firm

Printed Name of Signer

Signature

Date



Human-led, Tech-enabled internal audit co- sourcing services

Proposal to serve George Mason University

Request for Proposal GMU-SS0808-25

January 30, 2026

kpmg.com/us



Contents

RFP Crosswalk

Executive Summary

1. Procedural Information i

2. General Firm Background and Information..... 1

3. Relationships with Large Public Universities..... 7

**4. Managing the Relationship with George Mason’s Office of
Audit and Compliance..... 8**

5. Information Protection18

6. Cost of Services20

Appendix A: Team Bios22

This proposal is made by KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. KPMG International Limited provides no client services. No member firm has any authority to obligate or bind KPMG International Limited or any other member firm vis-à-vis third parties, nor does KPMG International have any such authority to obligate or bind any member firm.

© 2026 KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. All rights reserved.

The KPMG name and logo are trademarks used under license by the independent member firms of the KPMG global organization

RFP Crosswalk

1. Procedural Information	Page number
a. Return signed cover page and all addenda, if any, signed and completed as required.	i
b. Return Attachment A - Small Business Subcontracting Plan.	i
c. Exceptions (if any) to George Mason's two-party contract, Attachment B.	i
d. Any SOW or supplemental documents George Mason may be required to sign. See section IV. Final Contract	xxxi
e. State your payment preference as required in Bonfire. (See section XVI.)	xxxiv
f. Return Pricing Table in Bonfire. (See section XII.)	xxxiv
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.	xxxiv
2. General Firm Background and Information	
a. Provide a background and a brief history of your firm.	1
b. Describe your firm's specialty areas, and their size.	1
c. Describe your firm's location and organization structure. Provide additional detail related to offices likely to serve George Mason.	2
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).	2
e. Describe the nature and extent of your expertise with providing supplemental audit resourcing (co-sourcing) services to clients similarly-situated to George Mason.	4
f. Describe any impending changes in your organization that could impact delivery of services	5
3. Relationships with Large Public Universities	
a. Provide a list of major work your firm has conducted with George Mason, or similarly situated institutions, since January 1, 2023. Describe the nature of the work and cost.	6
4. Managing the Relationship with George Mason's Office of Audit and Compliance	
a. Describe what your process would be for working with George Mason's Office of Audit and Compliance to deliver services in the event you are awarded a contract. Among other things, describe: - Knowledge, skills, and expected availability / capacity to deliver services. - Familiarity and capability to conform to the Institute of Internal Auditors' Global Internal Audit Standards. - Process for scheduling firm resources to deliver services. - Supervision of firm resources should firm personnel be asked to supervise specific work.	7
	7
	8
	8
	8

5. Capability, and related process, to share cross-industry and higher-education industry information related to: "Best" practices - Benchmarks - emerging higher education risk areas - internal audit practices - additional topics of interest	8
6. Demonstrate use of AI and data analytics in audit engagements including: - Full-population data analysis for anomaly detection - Predictive risk modeling and trend analysis - Automation of control testing and audit procedures - Integration with existing ERP and data systems - Visualization tools and dashboards for audit insights	11
7. Describe your process for working with George Mason's Office of Audit and Compliance to administer the overall engagement. Among other things, describe: - The individuals likely to administer and provide overall oversight to the engagement. Provide resumes. - Invoicing and payment processes.	15
8. Provide a sample engagement letter template likely to be used in this engagement.	16
9. Provide names, firms, and contact information for three (3) reference clients with whom you have had a successful working relationship.	16
5. Information Protection	
a. Describe the protections you will use to safeguard information obtained during engagements from unauthorized use and disclosure, including, but not limited to, personal facts and circumstances related to individuals as well as information related to George Mason's actual or anticipated business facts and 10 circumstances.	18
5. 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. - Rates must include travel-related expenses if contractor is traveling within a 50-mile radius of George Mason's Fairfax campus. If the contractor is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be paid on a reimbursement basis in accordance with George Mason's policies, http://fiscal.gmu.edu/travel/, and GSA per diem rates. Additional hourly rates for travel will not be considered. - Provide information related to volume / discount breakpoints. - Provide a sample invoice for your services. George Mason has provided an example invoice as Attachment C – Sample Invoice Format showing an acceptable breakdown for an example project. At a minimum, contractors are required to provide a breakdown of the hours worked, the rate, all fees, and the total per engagement/project or per day for these services.	19-20



KPMG LLP
8350 Broad Street
Suite 900
McLean, VA 22102

Telephone
kpmg.com

+1 703 286 8000

January 30, 2026

George Mason University
4400 University Drive, MS 3C1,
Fairfax, VA 22030

Dear Sara and Erin,

We are excited to submit KPMG's proposal in response to George Mason University (George Mason)'s Request for Proposal GMU-SS0808-25 for internal audit co-sourcing services. We greatly appreciate the opportunity to support George Mason's strategic objectives and believe KPMG is the ideal choice to help you modernize your internal audit program for the following reasons:

Human-led, technology enabled

Our human-led, technology-enabled co-sourcing approach ensures every engagement is tailored to George Mason's needs. By combining our proven methodology with industry best practices and advanced technologies—including our agentic AI-enabled platform—we deliver value well beyond compliance. The result is a modernized internal audit function that is transparent, efficient, and insight-driven, empowering George Mason to anticipate risks and operate as a strategic problem solver.

Our Higher Education Industry track record is clear

The team assembled primarily based in the Commonwealth of Virginia region is recognized for its dynamic abilities in the evolving higher education environment, including integrating AI and data and analytic capabilities in the internal audit function. This team aligns perfectly with George Mason's modernization agenda to help ensure effectiveness and efficiency.

We are committed to being your trusted internal audit service provider. We hope this proposal reflects our dedication to George Mason and positions KPMG as your service provider of choice moving forward.

If you have any questions or require additional information, please do not hesitate to reach out to me directly. Thank you for your consideration.

Very truly yours,

KPMG LLP

Annemijn Van der Bijl
Lead Engagement Partner
757-616-7079



1. Procedural Information

We confirm submission of all required items per Section B.1 a. through g. as follows:

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

This has been submitted in Bonfire. Our requested edits on the IT security addendum have been included in 1.c. below.

b. Return Attachment A - Small Business Subcontracting Plan.

This has been submitted in Bonfire.

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

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
15	X. Standard Terms and Conditions: II. SCOPE OF CONTRACT	II. SCOPE OF CONTRACT: The Contractor shall provide____ for the ____ of George Mason University as set forth in the Contract documents. <u>All SOW's must be on a form approved by George Mason prior to the start of any engagement from this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by George Mason.</u> During the term of this Contract, Contractor may issue submit a Statements of Work (SOW) to modify the scope of the an individual engagement <u>as needed or otherwise change the work to be performed under this Contract.</u> 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	KPMG respectfully requests that this provision be revised to allow for the possibility of adding or changing terms in the Contract as they relate to a specific Statement of Work, subject to George Mason's approval. Given that the Contract could be in effect for up to seven years, it is important to consider the significant evolution of technology during this time. Depending on George Mason's future needs for a given engagement, including an offered solution(s), potential licensing requirements to enhancement tools, services, or additional support necessary, there could also be a need for corresponding adjustments to the Contract terms.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		shall be void and have no effect even if approved by George Mason. Other than Any changes to the scope of the engagement, or the work to be performed <u>or a solution or services offered</u> under <u>an SOW from this Contract, as well as resulting modifications or additions</u> Contractor may not change, modify, add, supersede, or remove to any Contract term, must be preapproved and accepted by George Mason; such modifications will apply only to that specific from this Contract through SOW.	As the future is unpredictable, we believe it is important to maintain flexibility to accommodate unforeseen changes or needs in order to deliver the best possible results for George Mason.
17	X. Standard Terms and Conditions: I. CANCELLATION OF CONTRACT:	I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. <u>However, if Mason seeks to terminate the Contract for breach or default by the Contractor, Mason shall first notify the Contractor in writing of its intent to terminate, identify the alleged deficiencies in performing giving rise to the intent to terminate, and shall not terminate the Contract for cause or default unless the Contractor fails to cure the specified deficiencies within thirty (30) days of Contractor's receipt of notice of such deficiencies.</u> Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract <u>except for payment of services already performed in accordance with contract requirements</u> and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated	KPMG requests to have 30-days' notice to cure any possible breaches.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.	
19	X. Standard Terms and Conditions: J. CHANGES TO THE CONTRACT	J. CHANGES TO THE CONTRACT Changes can be made to this Contract in any of the following ways: <u>The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional services to be provided shall be ancillary to the Contract services, or within the same broad product or service categories as were included in the Contract award. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.</u> The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract. 4. 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.	This term, as edited, is incorporated into numerous contracts between KPMG and the Commonwealth. It is crucial for KPMG to have the authority to either accept or decline any proposed modifications to ensure compliance with our professional standards, such as maintaining independence and avoiding conflict of interests, etc. By having the ability to review and agree to changes, we can ensure that our contractual obligations do not compromise our professional integrity or other obligations.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or D42 b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if	

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.	
20	X. Standard Terms and Conditions: K. CLAIMS:	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 <u>to the extent known</u> , 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.	KPMG requests this clarifying edit as we cannot notify Mason if we are not aware of an "intention" at the "occurrence or beginning of the work on which a claim is based."
18	X. Standard Terms and Conditions: K. CLAIMS: 4.	4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with § 55 of the Governing Rules <u>In the event the Contractor disagrees with the Chief Procurement Officer's decision, and in all situations involving a claim or dispute by Mason against the Contractor relating to the Contract or the services provided hereunder, the parties agree that any such dispute or claim shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International</u>	KPMG requests this edit as Section 55 is permissive, not mandatory; the following Section, 56, expressly permits George Mason to agree to non-binding mediation, so the edit reflects this which ensures compliance with Virginia's legal framework by aligning with the governing rules.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		<u>Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude the Contractor from filing a timely formal claim in accordance with applicable Virginia law provided, however, that the Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.</u>	
20	X. Standard Terms and Conditions: M. COMPLIANCE:	M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, and federal, and international laws <u>or</u> , regulations and/or requirements and <u>any applicable industry professional standards, including but not limited to</u> 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.	We request this edit because KPMG cannot agree to all "international laws," and KPMG is subject to "applicable professional standards," as an audit/consulting firm (for example, the American Institute of Certified Public Accountants [AICPA]).

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
19	X. Standard Terms and Conditions: P. CONTINUITY OF SERVICES: 1. c.	c. That the University Procurement Officer shall, <u>subject to paragraph X.K hereof</u> , have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.	Clarifying edit
19	X. Standard Terms and Conditions: R. DEFAULT	R. DEFAULT: In the case of a termination for failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them <u>such goods or services</u> from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.	This clarifying edit benefits both KPMG and George Mason by allowing KPMG to cease providing services without relying on a replacement contractor's work, thereby ensuring accountability for our own work. At the same time, it provides George Mason the flexibility to transition to another contractor if needed, ensuring that project standards and timelines remain uncompromised.
22	X. Standard Terms and Conditions: U. EXPORT CONTROL:	U. EXPORT CONTROL: <u>Contractor and George Mason acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under this Contract. George Mason shall not provide Contractor with, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99</u>	KPMG requests this edit at the beginning of this term as we do not provide items, data or services that are ITAR controlled, nor items, technology or software controlled under the "600 series" of the CCL.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		<u>under the EAR.</u>	
20	X. Standard Terms and conditions: V. FORCE MAJEURE:	V. FORCE MAJEURE: Mason-Each party s shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason-such party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.	KPMG requests to make this term mutual.
22	X. Standard Terms and Conditions: W. FUTURE GOODS AND SERVICES:	W. FUTURE GOODS AND SERVICES: Mason reserves the right to have-request Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the	KPMG requests this edit (similar to our requested edit to the "Changes to Contract" clause above) because it is essential that KPMG have the ability to accept or decline providing

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions <u>to be agreed upon</u> .	any given service. This flexibility is vital to ensure our compliance with professional standards. Certain services might be restricted due to independence requirements or because they fall outside the scope of what we are permitted to offer, such as legal services. This approach ensures that our engagements consistently adhere to professional standards and obligations.
22	X. Standard Terms and Conditions: Y. INDEMNIFICATION:	Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, <u>for death, bodily injury, or damage to tangible property to the extent arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by negligent or willful acts or omissions of the Contractor</u> , any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.	Offer previously accepted language from GMU - 1593-19-03 (2019) U. INDEMNIFICATION and GMU-1827-23-13 Y. INDEMNIFICATION: "Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officer, agents, and employees from any claims or damages, arising from or caused by Contractor's performance of its obligations to the extent the harm was caused by Contractor's willful or negligent acts or omissions."
18	X. Standard Terms and Conditions: Z. INDEPENDENT CONTRACTOR:	Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason but is engaged as an independent contractor. The Contractor shall indemnify, <u>defend</u> , and hold harmless the Commonwealth of Virginia, Mason, and its employees	Clarifying edit to be consistent with Indemnification above.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.	
21	X. Standard Terms and Conditions: BB. INSURANCE	BB. INSURANCE: The Contractor shall maintain all insurance necessary set forth below with respect to the services provided to George Mason. The Contractor further certifies . . .	Clarifying edit.
21	X. Standard Terms and Conditions: CC. INTELLECTUAL PROPERTY: (paragraph 2)	. . . <u>Upon full and final payment to Contractor of fees owed under the Contract, Contractor (i) assigns to Mason, all right, title and interest in and to the deliverables except to the extent any Contractor Property is contained therein, and (ii) grants Mason a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with Mason's internal use of the deliverables. Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract or created, acquired, or licensed separately from the Contract, or created in performance of the Contract which are not specific to Mason, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, Mason agrees that nothing in this Contract prevents Contractor from using Residual</u>	To support the scope of services, which may extend over a ten-year period and involve "unique and proprietary knowledge," KPMG seeks to retain its intellectual property rights. However, we are pleased to offer George Mason University a perpetual license to use any intellectual property contained within the deliverables we provide. This arrangement ensures that Mason benefits from continued access to the tools and insights developed during our collaboration, while allowing KPMG to protect its innovative methodologies and proprietary content.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		<u>Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Contract.</u>	
22	X. Standard Terms and Conditions: CC. INTELLECTUAL PROPERTY: 1 and 2	1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason. 2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason	KPMG proposes striking the remainder of this term since the contract is not structured as a "work for hire" agreement. In alignment with our intellectual property approach in the beginning of the term, we intend to retain our intellectual property rights but remain committed to granting George Mason University a perpetual license to use any intellectual property included in the deliverables we provide. This ensures that Mason can continue to benefit from the expertise and resources developed during our partnership while allowing KPMG to uphold its rights to its proprietary knowledge.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		to the extent such grant or contract requires intellectual property terms to apply to subcontractors.	
23	X. Standard Terms and Conditions: HH. REMEDIES:	HH. REMEDIES: RESERVED. If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.	KPMG requests this edit so to be consistent with the edits to TERMINATION, above.
25	X. Standard Terms and Conditions: KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA:	KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response. If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained that is solely in the possession of by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond and will	KPMG requests this edit to ensure it retains full control over its legal positions, which is essential for complying with professional standards and meeting various regulatory requirements, such as those mandated by the Securities and Exchange Commission (SEC) or the Public Accounting Oversight Board (PCAOB). Maintaining this control allows KPMG to effectively navigate complex regulatory landscapes, uphold its commitment to ethical practices, and respond appropriately to evolving industry standards and compliance obligations. This ensures that KPMG's operations remain aligned with best practices and legal requirements,

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		cooperate with Mason's reasonable requests in connection with its response.	thereby safeguarding the integrity of the services we provide.
24	X. Standard Terms and Conditions: PP. UNIVERSITY DATA:	PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data, <u>which is provided or otherwise made available to Contractor pursuant to this Contract</u>. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract: 1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required <u>permitted</u> by the Contract or as otherwise required by law, <u>legal process, or applicable professional standards</u>. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason. 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under	KPMG requests these clarifying edits to (1) assure that the term applies only to data provided pursuant to the contract; (2) that we can disclose as needed internally; and (3) that we will provide notice unless legally prohibited from doing so (e.g., a subpoena, etc.)

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		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. The Contractor may disclose University Data to its partners, principals, employees, vendors, and/or subcontractors (if any) who have a business need to know such information and who are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein. 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract. 4. Contractor will take <u>commercially</u> reasonable measures, including such as 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	

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		obsolescence or deterioration. 5. Contractor shall, unless legally prohibited from doing so, notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, which is made available to Contractor pursuant to this Contract, including but not limited to a request to view, access, delete, correct, or amend the information-PII. Contractor shall not take any action regarding such a request except as directed by Mason.	
24	X. Standard Terms and Conditions: QQ. UNIVERSITY DATA SECURITY:	QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercially reasonable 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 commercially reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date-reasonable security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data. 1. Promptly Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate-review the incident, and cooperate fully with	KPMG requests this clarifying edit to ensure alignment with its robust internal policies designed to protect client interests. Our policies mandate that all KPMG personnel promptly report any potential loss, theft, or unauthorized disclosure of client confidential information, whether in hard copy or electronic form, as well as any equipment containing such information. By adhering to these stringent standards, we enhance our ability to safeguard your sensitive data, reinforcing our commitment to maintaining the highest level of security and trust in our professional relationship.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason. 2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information. 3. Mason reserves the right in its sole discretion to perform <u>assessments</u> audits of Contactor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such <u>assessment audits</u>. Contractor will make available to Mason all information <u>reasonably</u> necessary to	

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		demonstrate compliance with its data processing obligations. <u>Contractor will make every reasonable effort to be responsive to such requests for assessments, but reserves the right to limit disclosure of details, if it determines, in its sole judgement, that such disclosure would put at risk the confidentiality, availability or integrity of its own or its other clients of counterparties' data.</u> 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.	
25	X. Standard Terms and Conditions: RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION:	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, <u>if hard copy, or securely disposed if electronic,</u> as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction disposal of its data, Contractor agrees to destroy dispose all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. <u>Upon request,</u> Contractor agrees to provide <u>written confirmation documentation</u> of data destruction disposal to the	KPMG requests this edit to ensure consistency with other requested changes that authorize KPMG to retain certain information in compliance with industry standards and our internal processes for managing and securely destroying latent data. This approach upholds our commitment to data protection and regulatory compliance while maintaining the integrity and reliability of our information management practices.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		University. <u>Notwithstanding any other provision herein, Contractor may retain a copy of information received, developed, or otherwise relating to this contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of records as contemplated by this paragraph.</u> Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal	

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.	
26	X. Standard Terms and Conditions: <u>UU. ADDITIONAL TERMS</u>	<u>UU. ADDITIONAL TERMS</u> <u>1. Limitation of Liability.</u> <u>Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Contract or the services performed under the Contract a Task Order, or the services performed shall be limited to the amount of fees paid to Contractor under the relevant Task Order. The Contractor will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract expiration or termination.</u>	KPMG requests these additional terms: 1. Limitation of Liability: KPMG requests the inclusion of a Limitation of Liability (LOL) clause, which is standard for large professional service firms. This is particularly important for partnerships, where partners can be held personally liable for the partnership's obligations, unlike in corporations. An LOL clause encourages competition by allowing both large companies and partnerships to propose services without assuming unlimited liability. For KPMG and its clients, unlimited liability is not feasible due to our domestic and international client base and our critical role in capital markets. Therefore, we seek a reasonable LOL in contracts that matches the engagement's scope and scale. This approach aligns with available insurance coverage, ensuring potential claims are covered without exceeding policy limits, and mitigates financial risk by making claims predictable.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		<u>2. Management Decisions. George Mason acknowledges and agrees that the Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, George Mason. KPMG will not perform management functions or make management decisions for George Mason.</u> <u>3. Use of Advice. The deliverables are provided for George Mason's sole benefit and internal business use and are not for the benefit of, or to be relied upon by any other party. The Contractor may, in its sole discretion mark such Advice to reflect the foregoing. Deliverables bearing the "KPMG" name or logo may only be disclosed to a third party in its entirety and unmodified.</u> <u>4. CPA Disclosure. Contractor is owned by professionals who hold CPA licenses as well as by professionals</u>	2. Management Decisions: This term establishes that while KPMG offers advice and recommendations, George Mason is solely responsible for implementing decisions. By ensuring KPMG does not take on management roles, it empowers George Mason to maintain control over its decisions, fostering a collaborative relationship where KPMG provides insights and George Mason retains decision-making authority. 3. Use of Advice: This provision specifies that any deliverables are exclusively for George Mason University's benefit and internal business use and not intended for reliance by any other party. This reinforces the notion that the deliverables are tailored and confidential, assuring GMU that the advice is specifically designed to address its internal business objectives. 4. CPA Disclosure: In accordance with our contractual obligations in the State of California, KPMG must inform you that the work from this engagement may not be

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		<u>who are not licensed CPAs. Depending on the services Contractor is providing, non-CPA holders may provide the services under the Contract.</u> 5. Contractor Resources. <u>Contractor may engage member firms of the KPMG network of independent firms and/or affiliated third-party providers ("Contractor Resources"), which may be in or outside the United States, to assist in the performance of the services. Contractor remains responsible to Client for the performance of such Services, and adherence to obligations of confidentiality, by any Contractor Resources to the same extent Contractor is obligated under the terms of this Contract. With the understanding that Contractor will remain responsible to Client for the Contractor Resources, Client acknowledges and agrees that the Contractor Resources will not be subject to flow-down terms set forth in the Contract.</u>	performed by certified public accountants. This disclosure is mandatory, and no action is required on your part as our potential client. 5. Contractor Resources: This provision affirms that KPMG maintains full responsibility for the performance and confidentiality obligations of its resources, allowing the State to hold KPMG accountable for the complete scope of work and confidentiality adherence, regardless of who performs the services. By placing the onus on KPMG to oversee and ensure compliance among its affiliate and subcontractor resources, the provision reassures the State of KPMG's accountability for its network's performance. Furthermore, it enables KPMG to deliver services more efficiently by employing the most suitable resources, potentially from various locations or affiliate firms, thereby improving overall project efficiency. Additionally, it may help reduce costs through the utilization of specialized or regional expertise. 6. Use of Technologies: KPMG requests the

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		<u>6. Use of Technologies. Contractor's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by Contractor Resources, notwithstanding other requirements of this contract. In addition, Contractor may license certain proprietary and third-party software tools ("Enabling Tools") for use by George Mason to facilitate the Services. All other use is prohibited. George Mason may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by Contractor in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and George Mason access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. George Mason shall download such Deliverables and documents for its records. George Mason acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this contract and may be subject to additional terms specified in the Engagement Letter or other agreement. Enabling Tools are</u>	inclusion of this term to facilitate a clear understanding of how third-party vendors will be utilized in the delivery of our services, ensuring that appropriate protections for confidential information are maintained. This provision allows KPMG to leverage third-party service providers, including our cloud service providers, which enhances our ability to deliver services efficiently and utilize specialized vendor capabilities. KPMG assures the State that we have safeguards, measures, and controls in place to protect your confidential information, and it is our responsibility to maintain these protections when using any third-party vendors. The clarifies that the onus is on KPMG to manage its vendors and prevent unauthorized disclosures. 7. Third Party Service Providers: KPMG requests the inclusion of this term to facilitate a

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		<u>provided on an "as is," "as available" basis.</u> <u>7. Third Party Service Providers.</u> <u>Contractor will not disclose any information to third parties, except to its partners, principals, employees, subcontractors, and vendors on a business need-to-know basis under nondisclosure obligations at least as protective as those in this Contract. Contractor is authorized to use infrastructure support services (e.g., Microsoft, Oracle, ServiceNow, etc.) to process, store, or transmit Client's data in connection with the performance of this Contract.</u>	clear understanding of how third-party vendors will be utilized in the delivery of our services, ensuring that appropriate protections for confidential information are maintained. This provision allows KPMG to leverage third-party service providers, including our cloud service providers, which enhances our ability to deliver services efficiently and utilize specialized vendor capabilities. KPMG assures the State that we have safeguards, measures, and controls in place to protect your confidential information, and it is our responsibility to maintain these protections when using any third-party vendors. The clarifies that the onus is on KPMG to manage its vendors and prevent unauthorized disclosures.
29	Data Security Addendum 1. Definitions a. Personally Identifiable Information	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	KPMG requests this clarifying edit to explicitly establish what is "Business Contact Information" and that this will not be considered PII. By doing so, we ensure a clear distinction between business-related data and personal data, which is crucial for compliance with data protection regulations. This clarification helps prevent any potential

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		numbers, non- directory information and any other <u>personal</u> information protected by state or federal privacy laws. <u>For the purposes of this Addendum, "Business Contact Information" is not considered PII. "Business Contact Information" means information typically found on a business card such as name, work postal address, work telephone number, title, company name and work email address which are used individually or collectively for the purpose of enabling business coordination communications pursuant to the services or the Contract.</u>	misunderstandings or misclassifications in how data is handled, processed, and protected under privacy laws, thereby reinforcing our commitment to safeguarding sensitive information while streamlining data management practices.
29	Data Security Addendum 1. Definitions b. University Data	b. "University Data" includes all University owned Personally Identifiable Information and other information, <u>which is made available to Firm/Vendor pursuant to this Contract and</u> 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.	Clarifying edit.
29	Data Security Addendum 1. Definitions c. Protected University Data	c. "Protected University Data" means data identified by University to Selected Firm/Vendor as Sensitive University Data, <u>which is made available to Firm/Vendor pursuant to this Contract</u> 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 .	Clarifying edit.

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
29	Data Security Addendum 1. Definitions d. Securely Destroy	d. "Securely Destroy" RESERVED. 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.	KPMG requests that this term be stricken to align with above edits regarding destruction of latent data (UNIVERSITY DATA UPON TERMINATION OR EXPIRATION).
28	Data Security Addendum 1. Definitions e. Security Breach	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 disclosed, access ed , alter ed ation, or used.	Clarifying edit.
28	Data Security Addendum 2. Data Security a.	a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants represents that all electronic Sensitive University Data will be encrypted in transmission across public networks (including via web interface) and stored at no less than 128-bit a <u>commercially reasonable</u> level of encryption. The University commits to work Firm/Vendor to implement policy-enforced TLS on servers used to exchange email and will not assert that Firm/Vendor is in breach of its encryption obligations hereunder if the University's technology is the cause of the encryption failure. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely disposed Destroyed , when destruction disposal is requested by University.	KPMG asks for this edit, as it cannot control George Mason's encryption.
28	Data Security Addendum 2. Data Security	b. RESERVED. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants	KPMG requests that this term be stricken to align with above edits regarding destruction of latent data (UNIVERSITY DATA

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI-DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may	UPON TERMINATION OR EXPIRATION).

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		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.	
29	Data Security Addendum 5. Security Breach	5. Security Breach 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 <u>reasonable</u> costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.	Clarifying edit.
29	Data Security Addendum 6. Audits a., b., and c.	6. Audits. a. <u>RESERVED.</u> Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services	KPMG is requesting these edits to ensure consistency and standardization across its engagements. With a diverse portfolio of clients, KPMG cannot allow individual clients to unilaterally dictate what is considered sufficient or what modifications should be made. Allowing such variability could lead to inconsistent practices and

George Mason University's RFP-GMU-SS0808-25-Internal Audit and Co-Sourcing			
Page #	Citation	Excerpt / Requested Edit for Negotiation	Rationale
		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. <u>RESERVED</u>. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University. c. AICPA SOC Report (Type II)/per SSAE18: <u>Upon request and as applicable and available, S</u>selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the Contract. It is further agreed that the SOC report, which will be free of cost to the University. , will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.	potentially compromise the quality and integrity of the services provided. By maintaining uniform standards and processes, KPMG can ensure that all clients receive reliable, high-quality service that aligns with the firm's overall policies and regulatory requirements. This approach helps protect both KPMG and its clients by ensuring clarity, consistency, and compliance across all engagements.

Assumptions:

1. KPMG will need to review any Special T&Cs, not included in the RFP, as a condition of contract execution.
2. For the purposes of this arrangement and with respect to any federal reimbursement requirements, KPMG shall be a “contractor” per 2 C.F.R. § 200.331 and not a “subrecipient” of federal funds.
3. KPMG’s services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants (AICPA) Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.
4. Neither KPMG LLP nor its professionals will provide legal advice or engage in the practice of law in connection with the resulting engagement. All questions of law, including potential changes to current law, are the sole responsibility of George Mason in consultation with its counsel.
5. Should Counsel request that someone from KPMG provide expert testimony or an expert report in the future, Counsel and KPMG will discuss and mutually agree on whether KPMG is prepared to provide the services of an individual who can offer such testimony or provide a written expert report and if so, who would provide such testimony or report. If agreed, such work will be contracted under a separate engagement letter.
6. KPMG’s obligation to cooperate with George Mason’s vendors, contractors, etc. will not create a conflict of interest or an independence issue, or otherwise materially interfere with KPMG’s performance of the work.
7. George Mason agrees that KPMG personnel may need to work remotely for extended periods of time, and George Mason and KPMG shall use commercially reasonable efforts to mitigate any effect that remote work has on the performance of the Services.
8. George Mason is aware that KPMG may be providing assurance, tax and/or advisory services to other actual or potential vendors, investors, or other third parties working with GMU. KPMG will perform an internal search for any potential George Mason conflicts relating to any of George Mason vendors, investors, other third parties identified by George Mason as having a role in connection with KPMG’s performance of this Contract. KPMG will disclose, subject to confidentiality restrictions, to George Mason of any conflicts of interest and obtain your consent to proceed with the services. However, KPMG is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in KPMG. Should any new information come to KPMG’s attention, KPMG will promptly inform George Mason. KPMG shall perform this Contract in accordance with applicable professional standards. In the event a potential conflict is identified, in order to mitigate such a conflict, KPMG will cease work until your consent is received or an alternative course of action is mutually agreed upon. KPMG may be in possession of confidential information concerning these other parties that may be relevant to this engagement and that such information will not be disclosed to GMU unless other parties provide such information directly to George Mason

or to the KPMG engagement team providing services to George Mason for purposes of the services described in this Contract.

9. It is assumed that hiring of any Subcontractor is subject to the successful completion of KPMG subcontractor onboarding processes.

Disclosures:

Regarding X. Standard Terms and Conditions: 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:

KPMG LLP (KPMG or firm) is not presently suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency. To the best of our knowledge and belief, the firm has not been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency. To the best of our knowledge and belief, no current KPMG partner, principal, or employee has been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state or local government department or agency arising out of conduct while employed by KPMG.

d. Any SOW or supplemental documents George Mason may be required to sign. See section IV. Final Contract

Statement of Work

This Statement of Work, dated as of [SOW Date], (the "Effective Date"), including any exhibits, attachments, addenda or appendices and/or other terms attached hereto (collectively, the "SOW"), is entered into by and between George Mason University ("George Mason") and KPMG LLP ("KPMG") pursuant to and in accordance with the terms of the Master Services Agreement ("Agreement"), dated as of [MSA Date], by and between George Mason and KPMG. Capitalized terms used herein without definition shall have the meaning ascribed to them in the Agreement.

1. Scope

KPMG shall conduct the following:

[Provide description of audit/project scope and objectives]

2. Deliverables

KPMG shall provide the following Deliverables:

[Provide description of deliverables]

3. Term of the SOW

[Provide duration / audit/project beginning & end dates]

4. Fees

a. Professional fees:

Fees will be based on the actual time incurred at the hourly rates set forth below for the individuals involved.

Professional	Hourly Rate (core team)	Hourly Rate (subject matter specialists, including IT)
Partner/Managing Director	\$395	\$435
Director/Senior Manager	\$305	\$360
Manager	\$220	\$275
Senior Associate	\$165	\$215
Associate	\$125	\$160

b. Expenses:

Expenses for travel are included in the above hourly rates if KPMG personnel are travelling within a 50-mile radius of George Mason's Fairfax campus. Travel-related expenses for KPMG personnel travelling from outside a 50-mile radius of the Fairfax Campus, will be charged in accordance with George Mason's policies and GSA per diem rates.

5. Payment Schedule

Actual fees and associated expenses will be billed on a monthly basis and are to be paid in full within 30 days of the invoice date.

6. George Mason Responsibilities

- Provide all information requested by KPMG to provide the services outlined in the scope, deliverables, and term in sections 1, 2 and 3 above.
- Designate a Project Sponsor to be KPMG's point of contact during the audit/project.
- Via the Project Sponsor:
 - [Determine final conclusions on the effectiveness of individual control objectives tested and the severity of potential deficiencies or weaknesses identified, if any.]
 - [Report the results of the Deliverables within George Mason's reporting structure, and monitor corrective action taken.]
 - [Educate control owners regarding the evidence that supports control performance and assist control owners in packaging control evidence to address PBC requests.]
- Ensure the auditee stakeholders (e.g., process / controls owners if auditing controls) provide all information requested by KPMG within [X] business days of KPMG's request (unless an alternate timeframe is specified), and in the format requested.

7. Assumptions

The Services and fees are subject to the following assumptions:

- KPMG will not apply custom formatting or logos to Deliverables.

- Auditee stakeholders will have [X] business days to review and confirm the draft findings and recommendations.
- Auditee stakeholders will have [X] business days to provide management responses to the findings and recommendations.
- Status reporting will be through [weekly/monthly [X] (1) hour status update meetings during each assigned audit/project. Status update meetings will be held in-person or via conference calls with the Project Sponsor and representative(s) from the KPMG team.
- Follow-up testing for each completed audit project will be performed [#] of times and will utilize a sample size based on established sampling methodology.

8. Acceptance of Deliverables

George Mason shall review each Deliverable identified above within [X] business days (or such other time period set forth herein) after delivery. Prior to the conclusion of the acceptance period, George Mason shall accept each Deliverable that materially conforms with the requirements set forth herein. If George Mason determines that the Deliverable does not materially conform to the requirements set forth herein, then George Mason shall provide KPMG with a written notice of rejection specifying the material non-conformities. KPMG shall, at no additional cost to George Mason, correct such material non-conformities. The Deliverables will be deemed accepted if George Mason fails to accept or reject the Deliverables before the end of the acceptance period.

* * * * *

The following attachments are made part of this SOW:

- [List attachments]

IN WITNESS HEREOF, the parties heretofore have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

George Mason University

KPMG LLP

[GMU Contact Full Name]
[GMU Contact Title]

Annemijn van der Bijl
Partner

[Date]

[Date]

APPENDIX A

[Insert additional attachments as needed, e.g., privacy/security addenda, additional terms of use, etc. Use additional headers with appropriate numbering and naming]

e. State your payment preference as required in Bonfire. (See section XVI.)

The payment preference has been submitted in Bonfire. We prefer option #3 – Net 30 payment terms.

f. Return Pricing Table in Bonfire. (See section XII.)

The above-mentioned Pricing Table along with a cross-reference table has been submitted in Bonfire. Please refer to 6. Cost of Service for a detailed rate card by level and how that reconciles back to George Mason's experience level.

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**
-

The above-mentioned questions have been answered in Bonfire.



2. General Firm Background and Information

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

We're one of the world's leading professional services organizations. As the US firm within a global organization, KPMG LLP (KPMG), is the US member firm of KPMG International and has served clients in the United States for more than **125+ years**, with roots dating back to 1897. In 1993, we became **the first firm** to offer multidisciplinary professional services organized around industry-specific lines of business. This enabled us to tailor services and strategies to the needs of our clients across a range of global industries.

With a global team offering a wide range of audit and assurance, tax and advisory capabilities—rooted in quality, integrity and innovation—we are dedicated to delivering exceptional quality and creating measurable value to help you drive success and realize a future filled with profound potential.



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

Our **multi-disciplinary engagement teams** offer our services through a single, integrated model that combines audit and assurance, advisory, and tax compliance with advanced technology to deliver insights that drive transparency, accountability, and operational excellence. Our Internal Audit & Controls practice is a dedicated service line within audit and assurance, bringing internal audit, SOX, enterprise risk management, governance, financial/operational compliance, data & analytics, and cyber/IT audit capabilities—all supported by the audit and assurance service line's significant higher education footprint. A brief overview of each service line is as follows:

30% of total US

Audit and Assurance

We leverage the power of our people and our AI-powered platform to help you confidently navigate the complexities of today's environment while delivering valuable insights for your business. Public or private, KPMG delivers tailored solutions to companies across industries to meet ever-changing stakeholder demands and build trust in the capital markets.

Service areas include:

- Financial statement audit
- AI assurance
- Internal audit and controls
- SOX compliance
- Structured finance
- Sustainability reporting
- Tech assurance

29% of total US

Tax

We help companies address tax challenges with our experienced professionals and advanced technology, aligning their tax functions with broader strategic goals. We stay ahead of legislative and regulatory changes by leveraging Digital Gateway, scenario modeling, and AI tools, while supported by our Washington National Tax team.

Service areas include:

- Business tax
- Economic and valuation
- Global mobility
- International tax
- Legal M&A tax

41% of total US

Advisory

Our Advisory team combines deep industry experience, advanced technology, and a tailored approach to drive sustainable outcomes. We support digital transformation, enhance customer experiences, and mitigate risk—helping organizations create value, innovate, and build stakeholder trust. In a rapidly changing environment, we provide the confidence to act decisively and turn opportunities into measurable results.

Service areas include:

- Consulting
- Deal advisory and strategy

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

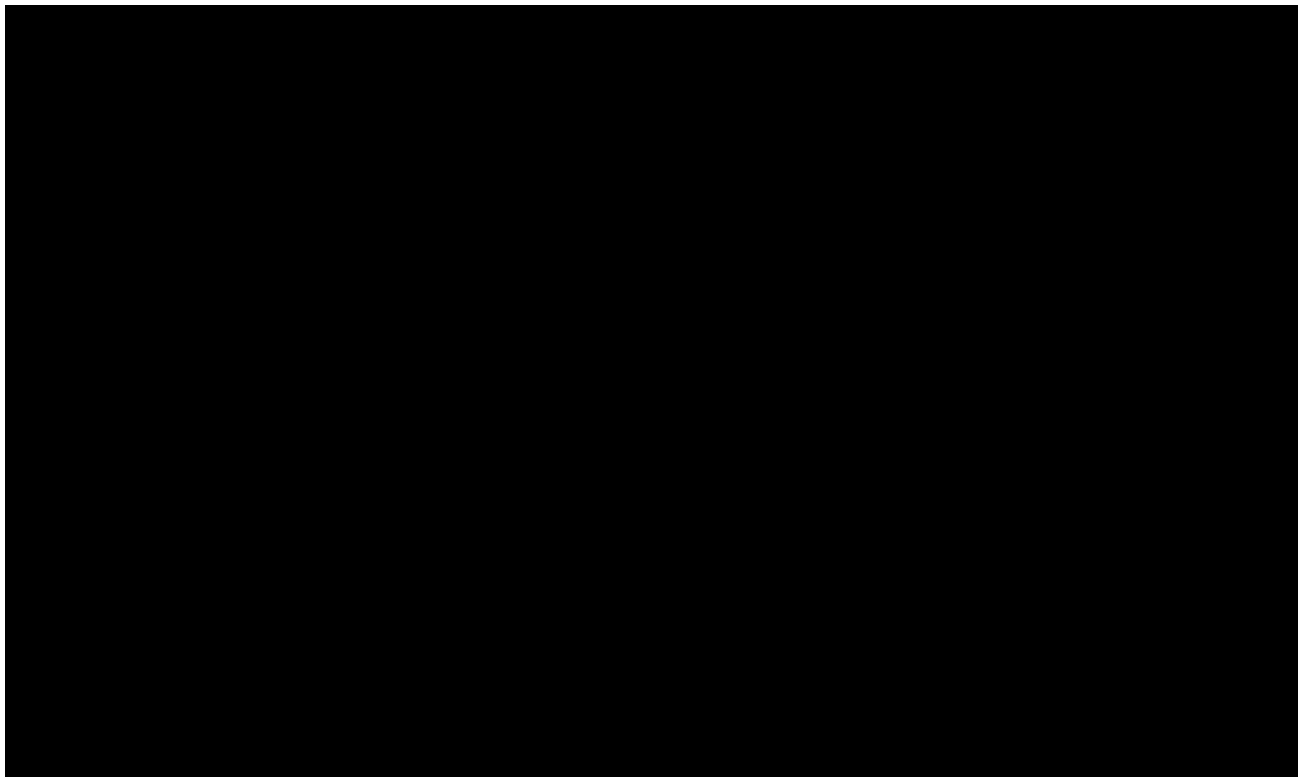
KPMG provides services from more than 80 offices in all 50 states. We are governed by a board of directors as well as a management committee who are responsible for developing and implementing the firm's long-range strategy as approved by the board of directors.

KPMG has maintained a continuous commitment to organizations in the Commonwealth of Virginia, which is supported by our offices in Tysons Corner, VA; Washington, D.C.; Richmond, VA; and Virginia Beach, VA. **We have the local strength to serve you.** We are proud to present an exceptional multi-disciplinary higher education team based primarily in the Commonwealth of Virginia that will serve George Mason. This team will be supported by a bench of subject matter professionals that scale to your plan.

We are the only firm with a **dedicated Virginia State and Local Government team**, and we have served as a trusted advisor to the Commonwealth for more than 30 years. Today, we support more than 20 Virginia state agencies, higher education institutions, and localities. Our longstanding presence in the Commonwealth gives us a deep understanding of Virginia's notable operating environment—and the insight needed to support you effectively.

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).

Our team brings extensive higher education experience across a breadth of potential focus areas internal audit, grant compliance, IT and application controls (e.g. Banner), export controls cybersecurity and privacy, and forensic investigations. This breadth is reinforced by our longstanding practice focused on higher education—serving institutions for more than 100 years, engaging with key regulatory and standard-setting bodies, and supporting a wide range of universities, including numerous Banner-equipped institutions. This depth enables us to help institutions like George Mason navigate the full spectrum of operational, financial, compliance, and technology challenges.

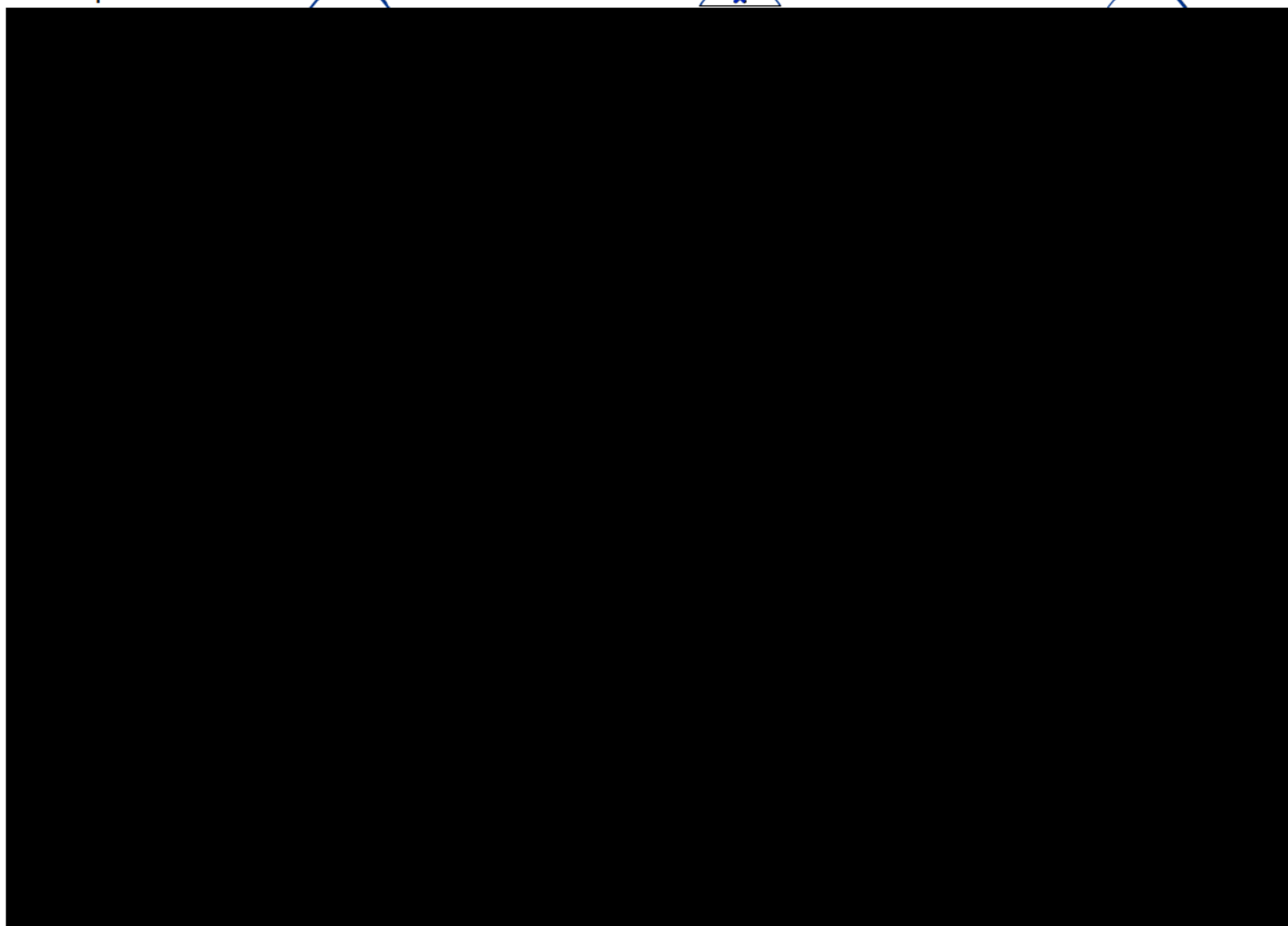


Your higher education engagement team will draw on our experience locally, nationally, as well as the experience from our dedicated Virginia State and Local Government team helping to ensure we provide the actionable outcomes you expect.

What does this mean to you?



To showcase the strength and relevance of our experience, we have included select case studies that demonstrate our proven capabilities in the areas that align with your identified enterprise risks:



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

As a testament to our commitment and dedication to internal audit controls services, in 1997 KPMG made Internal Audit and Controls services a priority service line with a global footprint of dedicated professionals. Today, our teams provide an extensive suite of internal audit services—from internal audit and SOX compliance to enterprise risk management and governance compliance—enabling organizations to strengthen control environments, improve operational effectiveness, and manage compliance costs while achieving meaningful assurance outcomes.

KPMG ranked #1 across multiple risk advisory categories



KPMG has provided co-sourced internal audit for numerous public research universities, enabling rapid deployment, flexible staffing, and analytics-first delivery aligned to George Mason's operating model and oversight. Our co-sourcing model is built on an innovative mindset, powered by deep industry knowledge, industry leading technology capabilities, and flexible staffing models allowing for rapid deployment of professionals. Together, these elements can help move your internal audit function beyond a traditional **"problem finder"** focused on past issues and compliance and transform it into a **strategic "problem solver"**—

one that anticipates risk, adapts quickly to change, and supports smarter decision-making across the University.

The result? A stream of **actionable outcomes** and a **continuously evolving internal audit function** that operates as a trusted strategic advisor—delivering essential assurance today while providing forward-looking guidance aligned with George Mason’s mission, risks, and strategic priorities.



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

There are no anticipated changes in our organization that would impact the delivery of services to George Mason.



3. Relationships with Large Public Universities

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

[Redacted content]

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



a. Describe what your process would be for working with George Mason's Office of Audit and Compliance to deliver services in the event you are awarded a contract. Among other things, describe (1) through (9) noted below.

Our delivery model integrates extensively with George Mason's operations and emphasizes open, consistent communication. Once scope, enabling technology, and milestones are agreed upon, we will:

1. Hold weekly status meetings;
2. Maintain a shared, real-time exceptions log;
3. Commit to a 24-hour response time for George Mason inquiries;
4. Coordinate with the APA as needed to help streamline external audit interactions and reduce duplication of effort; and
5. Provide workpapers promptly at the conclusion of testwork.

Consistent with your preference, we will operate remotely first, with onsite meetings and support provided whenever requested—and we will readily adjust as in-person needs evolve.

1. Knowledge, skills, and expected availability / capacity to deliver services.

We are committed not only to delivering high quality internal audit services, but to working collaboratively with you to advance the University's strategic priorities. That commitment begins with assembling the **right team** for George Mason.

We have intentionally selected an integrated team that combines **internal audit and financial statement audit—experienced members, with higher education experience**, enabling deeper insights, stronger risk coverage, and elevated audit quality. Our financial statement audit team members have served complex higher education institutions and will bring an independent, disciplined, and risk focused lens that enriches every internal audit activity.

Your engagement will be led by Annemijn van der Bijl, seasoned partner, supported by Dave Gmelich, Jeff Erbes and Blakeney Bell, all with deep higher education sector experience as well as experience in internal audit, financial statement audit, and Data & analytics and Tech enablement. This leadership team underpins a flexible and agile staffing strategy that responds to the right risks at the right time, while continuously driving the deployment of AI and data and analytic capabilities into the internal audit services we deliver.

To further strengthen delivery, we supplement the core team with two additional components:

- **Subject matter professionals**, who provide targeted skills when needed, and
- **A higher education industry insights panel**, offering strategic viewpoints and innovative solutions and alternatives to complex University challenges.

This dual support structure helps ensure we can address both the technical and strategic dimensions of your internal audit program needs. Additional details on the engagement team, subject matter professionals, and insights panel are provided in **Section 4.a.7.a**, with further information on our capacity and availability in **Section 4.a.3**.

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.

At the start of every project, we will work collaboratively with George Mason to define the specific resource profile required—including **whether there is opportunity for automation**—aligning the right combination of core audit professionals, subject matter resources, automation capabilities, and technology to the project's scope, risks, and timeline.

We maintain a dedicated bench of capacity to absorb schedule changes and scale staffing efficiently as George Mason's priorities shift or urgent needs arise — helping ensure the right professionals and enabling technologies are deployed at the right time, and that your engagement team remains fully equipped to support George Mason regardless of project size, complexity, or urgency. **For ad-hoc requests, we target staffing within 5 business days from receipt of a finalized scope of work.**

Your core engagement team will be your main point of contact who you can call upon at any time, to request our services.

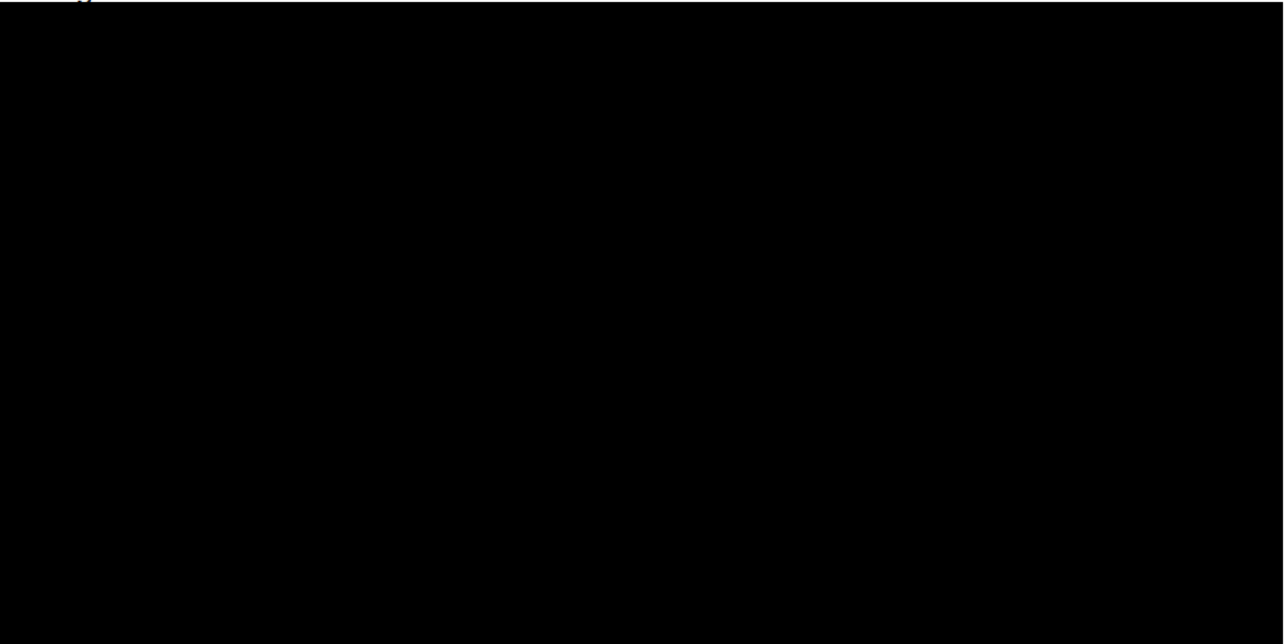
4.

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

KPMG's supervisory model is built on the principle that high quality internal audit work requires clear human accountability, consistent judgment, and disciplined oversight. Should George Mason request our personnel to supervise specific work, our team of experienced professionals are fully capable of providing the appropriate level of oversight, coaching, and quality review.

Our supervisory structure is intentionally tiered to help ensure that all work is reviewed by individuals with the right combination of knowledge and experience. Engagement leaders set expectations and provide direction; managers oversee day-to-day progress, risks, and escalations; and senior professionals mentor, guide, and review the work of staff and AI capabilities and agents. This helps ensure that every task—whether performed by KPMG team members, AI capabilities, agents, or a blended team—is completed consistently, accurately, and in accordance with KPMG’s quality standards as well as Internal Auditing Standards.

If asked to coordinate mixed teams, we will clarify responsibilities up front and maintain transparent communication throughout the effort. All supervised work is subject to KPMG’s quality controls, including documentation standards, review protocols, and issue/resolution procedures, helping ensure that the final output meets the level of excellence expected by George Mason.



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

KPMG maintains a structured, year-round- program to bring **current, sector- relevant- insight** to George Mason. This program blends **live knowledge sharing- sessions**, curated thought leadership, and best practices drawn from our extensive higher education experience—including several public higher education institutions in the Commonwealth of Virginia—as well as benchmarks, emerging higher education risk areas, and internal audit practices, and additional topics of interest as identified collaboratively with George Mason. We leverage insights from our Higher Education and GASB Department of Professional Practice liaisons, as well as our Commonwealth of Virginia leadership team to help ensure George Mason stays ahead of regulatory, financial reporting, and operational developments.



As part of our commitment, we will conduct semiannual knowledge-sharing sessions—supplemented with additional briefings as needed—covering higher-education benchmarks, leading practices and emerging risk insights. Deliverables include session decks and insight briefs, and content will be enhanced by AI-enabled risk assessment insights and advanced analytics gathered throughout the George Mason internal audit cycle. Further details on our industry leading technology, data and analytic and dynamic dashboard capabilities is provided in Section 6 below.

Beyond our dedicated HERON practice, George Mason will also benefit from KPMG’s broader insight ecosystem, including:

- **The KPMG Board Leadership Center (BLC)**, which provides governance and audit committee intelligence. Our BLC engages with directors and business leaders on critical issues driving board agendas—from strategy, risk, talent, and ESG, to data governance, audit quality, proxy trends, and more. We offer an array of insights and programs, including on-on-one discussions with our senior board advisors, admission to our annual national conference and tailored updates from our Audit Committee Institute. We also customize BLC reports specific to the Higher Education sector—so you can focus on board opportunities, challenges, and trends that matter most to your industry.

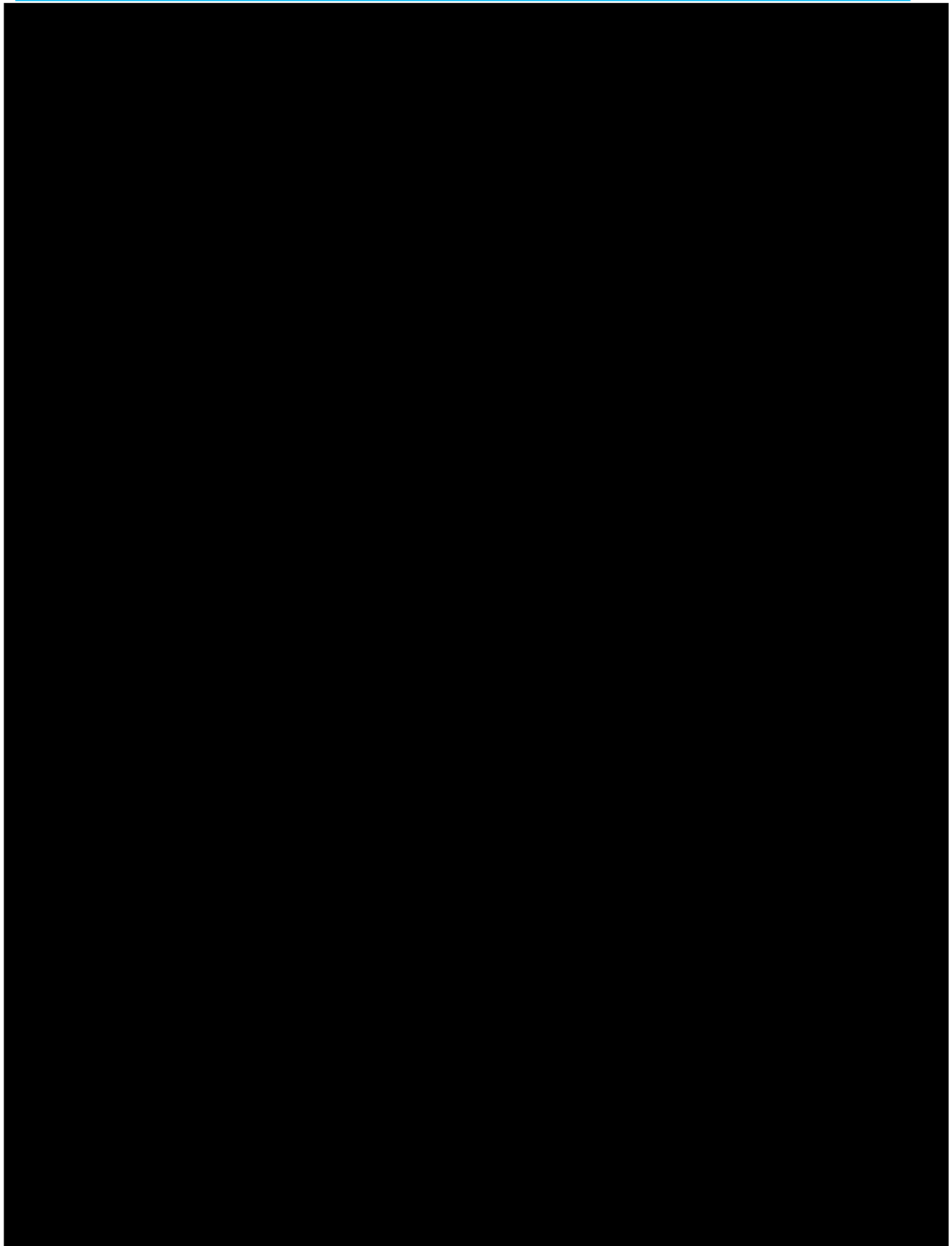
- **The KPMG Audit Committee Institute**, which provides guidance on critical issues for audit committees, focusing on key priorities for the year ahead. It draws insights from interactions with audit committees and business leaders, highlighting important topics such as governance, risk management, and compliance.
- Invitations to our **Annual Accounting and Financial Reporting Symposium** which highlights leading practices and regulatory updates across industries.
- Invitations to **CPE-eligible trainings** and **Industry update webcasts** on evolving compliance requirements, such as single audits compliance requirements.
- **“Day of Learning” sessions** or smaller CPE-eligible education events tailored to the topics of greatest interest to George Mason.
- CFO, C-level, and director roundtables and peer exchanges to provide cross-industry benchmarking and executive-level insights.

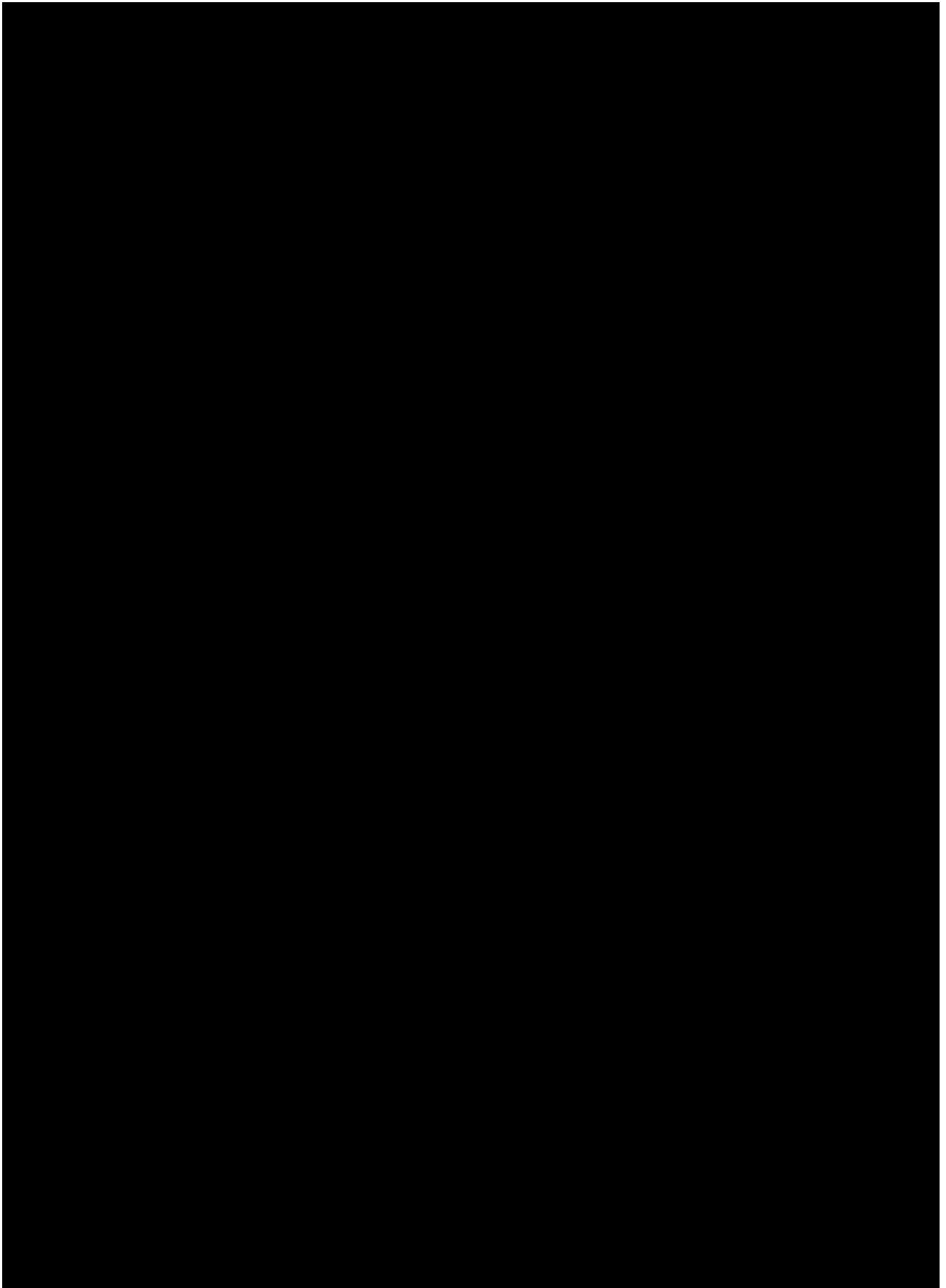


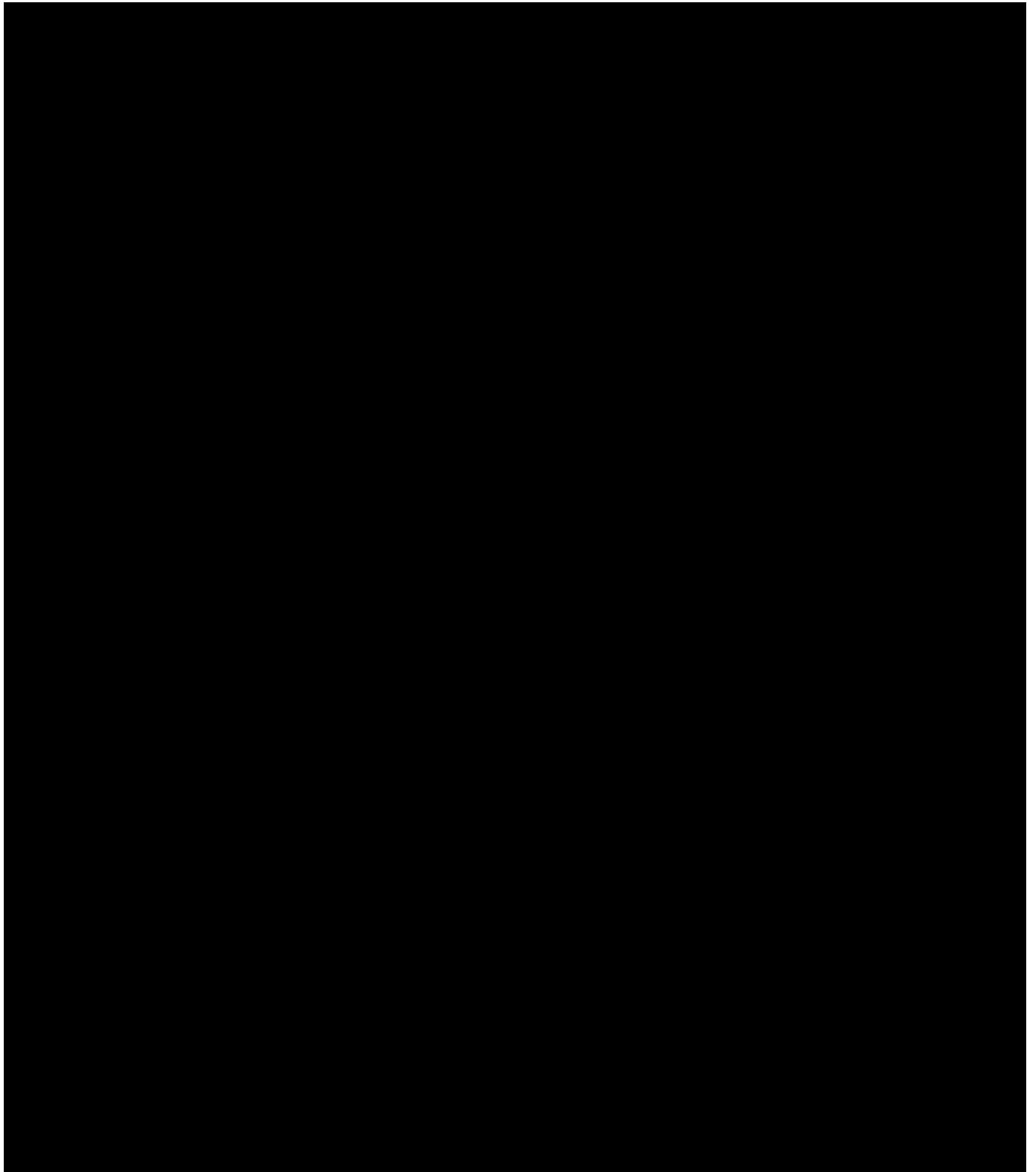
Through these channels, we help ensure George Mason receives timely, actionable information aligned to both your strategic priorities and your internal audit needs.

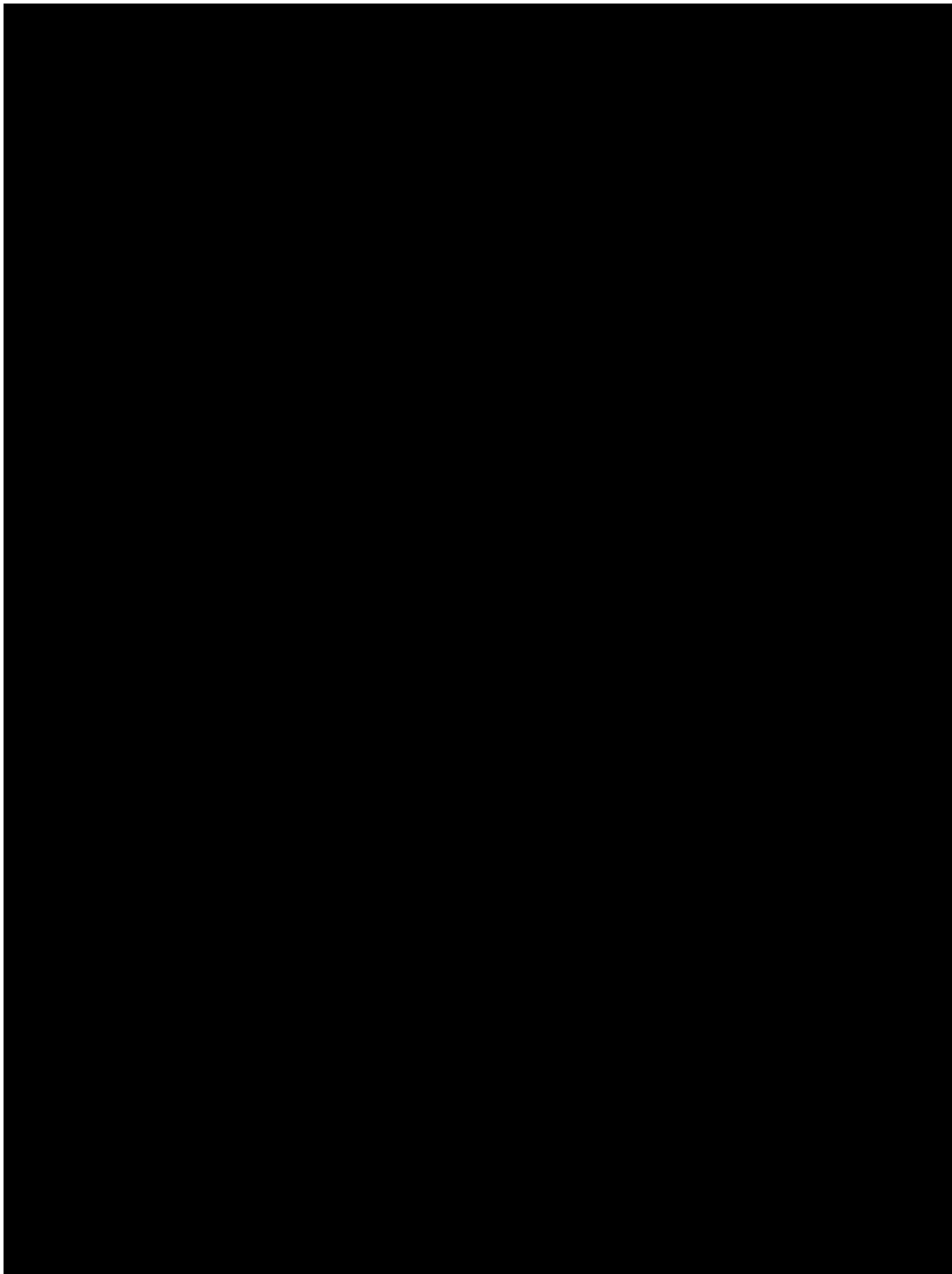
6.

Demonstrate use of AI and data analytics in audit engagements including (a) through (e) below.









7.

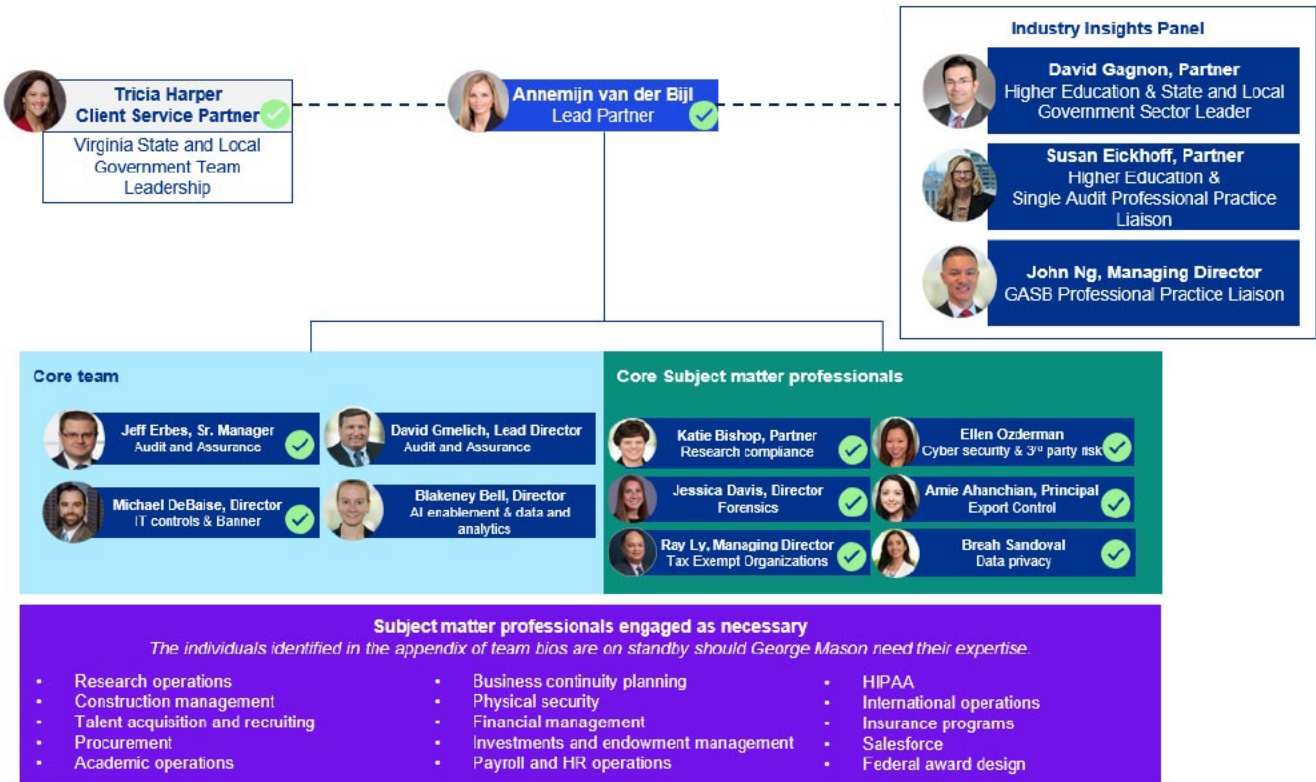
Describe your process for working with George Mason’s Office of Audit and Compliance to administer the overall engagement. Among other things, describe (a) to (b) as outlined below.

a. The individuals likely to administer and provide overall oversight to the engagement. Provide resumes.

KPMG brings George Mason an outstanding qualified engagement team—one that blends higher education internal audit specialists, external audit–experienced professionals, and AI/Data & Analytics leaders to deliver deeper insights, stronger risk coverage, and exceptional audit quality. This combination allows George Mason to benefit from the discipline and rigor of external audit, the practicality and relevance of higher education internal audit, and the innovation and efficiency of AI-enabled analytics.

At the outset of each engagement, we will work directly with George Mason to finalize the resource plan, establish governance routines, escalation paths, and execute a standard statement of work that contains scope-specific details. Annemijn and David have selected a core team with the right qualifications and experience to support George Mason—professionals who have led internal audit engagements across higher education, including several public institutions in the Commonwealth of Virginia, and are well versed in our AI and data and analytic capabilities. Together, they will oversee execution of the workplan, monitor progress and risks, guide the integration of specialists, and help ensure that all deliverables meet Internal Auditing Standards as well as KPMG’s standards of quality and professional care. Please refer to section 4 for further details on key supervision and review protocols allowing us to deliver a consistent and efficient approach to workpaper preparation and review, reporting, and stakeholder communication.

The team chart below outlines the engagement leadership and core local team, supported by specialized subject matter professionals. Detailed biographies summarizing each team member’s background, experience, and certifications are provided in Appendix: Team Bios.



✓ Indicates a local Commonwealth of Virginia team member

b. Invoicing and payment processes.

We will submit our invoices on a monthly basis and expect payment within 30 days of submission. Supporting documentation displaying a compilation of the charges by KPMG professionals by task and any associated expenses will accompany each invoice.

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

Please refer to 1. Procedural Information section (d) for a copy of the statement of work template.

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

One of the leading indicators of our success as a professional services provider is the clients we serve and what these companies' perspectives are about their experience with us.

 Reference #1	
Business name	Old Dominion University
Owner representative name	Chad A. Reed
Title	Vice President for Administration & Finance and Chief Financial Officer
Phone number	757-683-3464
Email address	careed@odu.edu
Detailed services performed	KPMG supported the University across a series of high value projects, including internal audit co-sourcing during a CAE vacancy, an efficient process gap assessment that identified duplications and improvement opportunities, and year-end close and financial reporting assistance—such as preparing Higher Education schedules for the VA Department of Administration and the annual financial statements. We also provided implementation support for GASB standards and NACUBO Advisory Reports, advised on merger accounting, assessed and optimized the chart of accounts, and documented policies and procedures across multiple operational processes.

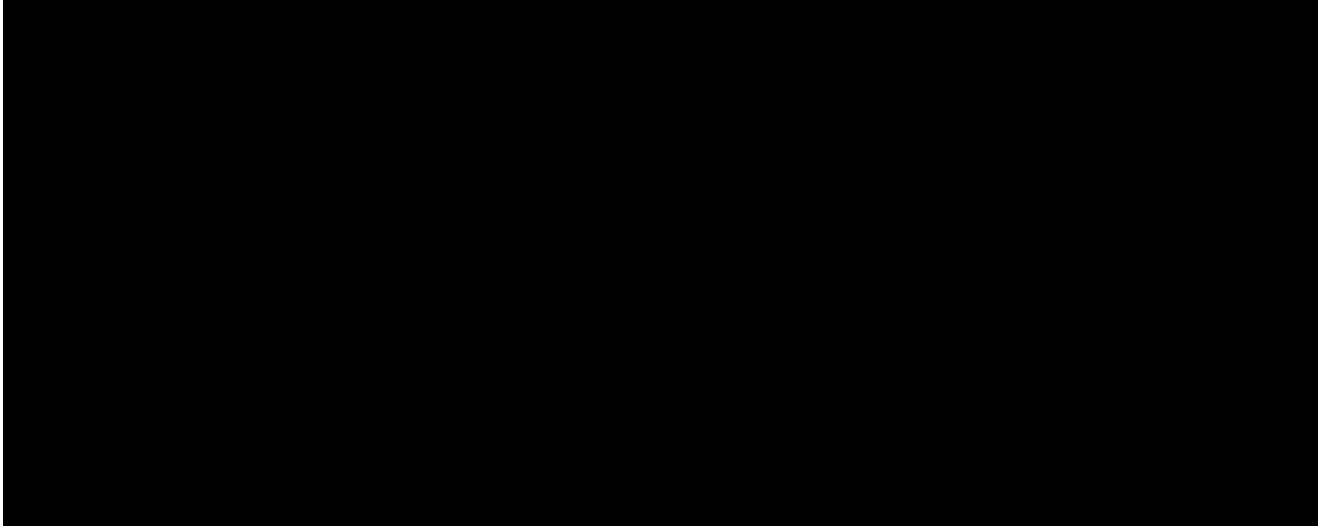
 Reference #2	
Business name	Global Partnership for Education (GPE)
Owner representative name	Anthony Fiifi Bentil
Title	Risk and Compliance Team Lead
Phone number	202-855-1631
Email address	abentil@globalpartnership.org
Detailed services performed	KPMG conducted a series of reviews to assess whether prospective GPE grant recipients met GPE's minimum standards for funding. Our work included evaluating each organization's policies, procedures, and operational capacity to administer proposed grant agreements. Through an iterative process, we facilitated and validated self-assessment tool responses, helping confirm that each recipient's internal control framework was capable of responsibly managing future GPE awards. We summarized alignment—and any gaps—against GPE's minimum standards in a formal report to GPE's Risk & Compliance leadership, providing clear go/no-go recommendations for each prospective grant agent.

 Reference #3	
Business name	University of Richmond
Owner representative name	Du'Neika Easley
Title	Associate Vice President, Internal Audit
Phone number	804-289-8099
Email address	deasley@richmond.edu
Detailed services performed	KPMG has and is currently providing general IT controls audit services in support of the university's annual financial statement audit and single audits. Our team's areas of focus included authentication, privileged access (operating systems, databases, application, network), change management, job processing, as well as provisioning and terminations. KPMG team members routinely demonstrate a strong understanding of both technical controls and business context for the school's key IT applications in use, including Banner.



5. Information Protection

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 Services

a.

Provide hourly rates for all services described herein.

Our pricing philosophy is built on transparency, proactive communication, and a clear return on your investment. We recognize the importance of cost-effectiveness for George Mason, and this proposal reflects a significant discount from our standard rates to provide exceptional value from day one.

Our fee structure is designed for flexibility and impact. It is a direct result of our investments in technology and our balanced team approach, which drives efficiency while giving you the agility to scale resources as your priorities evolve. Before each project, we will collaborate with you to define the optimal team—whether that is our core internal audit staff or a hybrid team with specialized subject matter professionals—helping to ensure every dollar is aligned with achieving your specific objectives.

To provide full transparency, the following table illustrates examples of our flexible team compositions and the associated blended rates you can expect.

Detailed rate card by resource type:

The table below provides a detailed breakdown of the hourly rates for each professional level.

KPMG Staff by level	George Mason experience level	Core team Rate	Subject Matter Specialists (Including IT)
Partner / Managing Director	Manager	\$395	\$435
Director / Sr. Manager	Manager	\$305	\$360
Manager	>5 years	\$220	\$275
Senior Associate	3-5 years	\$165	\$215
Associate	1-3 years	\$125	\$160

determine favorable rates for the additional term. KPMG does not want fees to be the deciding factor in your selection. If at any point you find that our pricing is not competitive, we welcome an open conversation to help ensure alignment with your expectations and budget.

b. Provide information related to volume / discount breakpoints

c. Provide a sample invoice for your services



Date: XXXX, XX, 2026
Invoice #: XXXXXX



George Mason University Attn: Accounts Payable 4400 University Dr. 4200 Martin Hall, MSN 3C1 Fairfax, VA 22030 Email: acctpay@gmu.edu	Please send Remittance Advice to us:bkrdacc-ar@kpmg.com		
	Please Remit Payment To:		
	ACH Wire	U.S. Mail	Overnight Delivery
	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
ABA# XXXXXX		XXXXXXXXXXXX	
Acct# XXXXXX			
Swift/BIC XXXXXX	TIN: XX-XXXXXX		
Partner Name: Anneleen van der Bui	Client Number: XXXXXXXX	B.A. Number: XXXX	
Manager Name: Dave Graelich	Engagement Number: XXXXXXXX		

Invoice details for co-sourced project XXX				
STAFF	BILL RATE	HOURS	FEES	
Partner / Managing Director	\$ XX	XX	\$	XX
Director / Senior Manager	\$ XX	XX	\$	XX
Manager	\$ XX	XX	\$	XX
Senior Associate	\$ XX	XX	\$	XX
Associate	\$ XX	XX	\$	XX
Total		XX	\$	XX

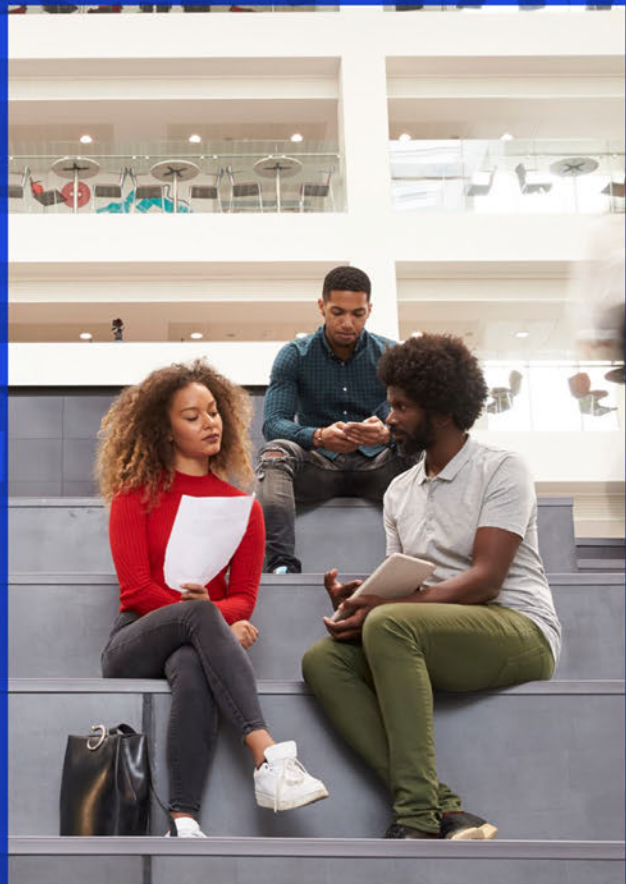
Description of Services	Amount
Invoice for professional fees provided from XX through XX in connection with the internal audit co-sourced project related to XXXX as defined in our engagement letter dated XX, XXXX, 2026. Purchase order #: XXXXXXXXXXXX See cost breakdown on page 2.	
Fees:	\$ XXXXX.XX USD
Payment Terms: Due Upon Receipt / On Delivery	Total: \$ XXXXX.XX USD

****Please be mindful of potential network intrusion and invoice scams via email. If you receive a subsequent invoice or email providing different payment instructions, please consider it fraudulent and contact your KPMG partner/manager by phone to validate the suspected invoice.****

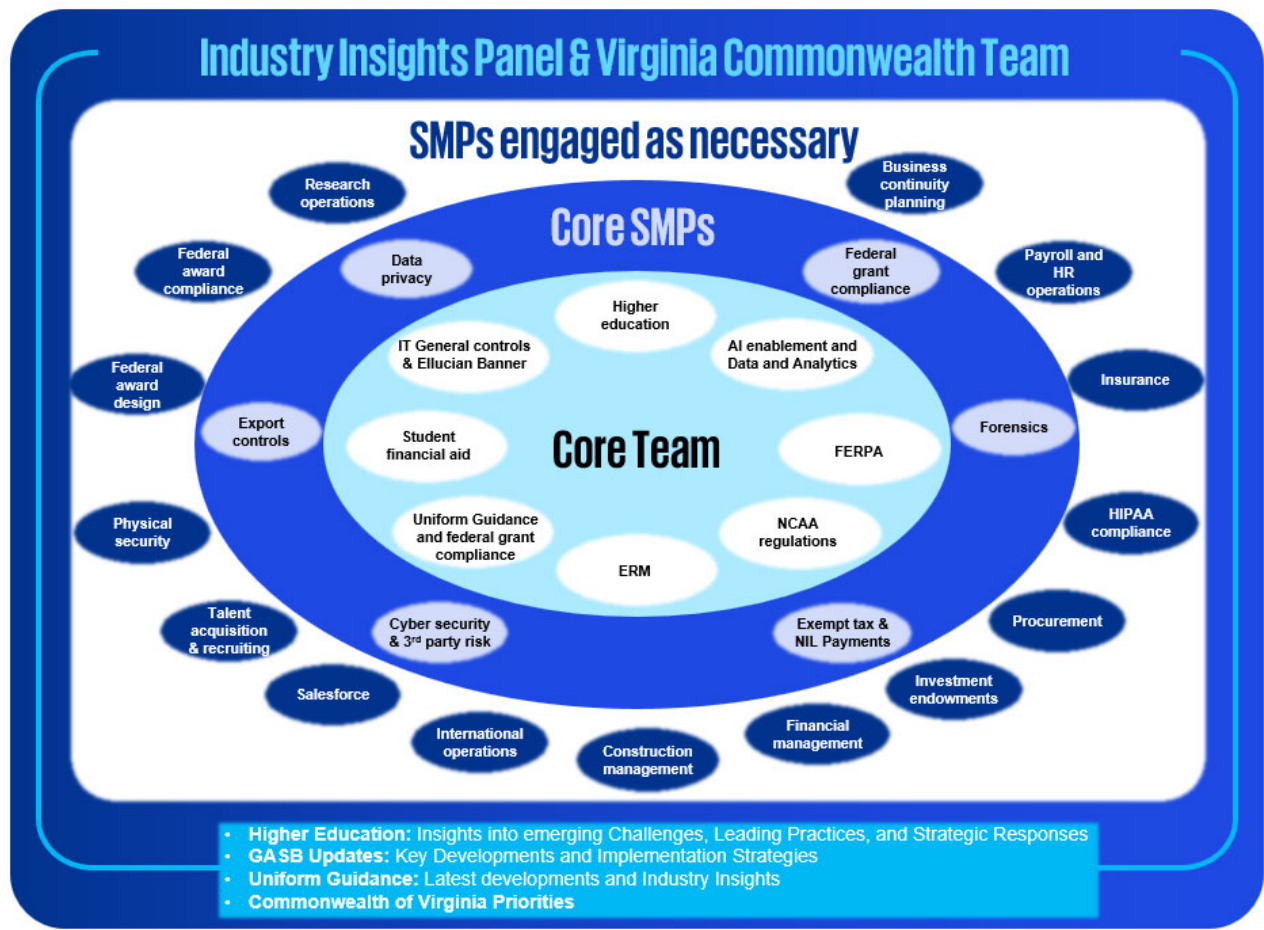
KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

Please reference our invoice number with your remittance

Appendix A: Team Bios



George Mason will have access not only to the core engagement team but also to KPMG’s extensive bench of subject-matter professionals across the full spectrum of higher-education risk areas. In addition to the focus areas identified in your solicitation materials, we are pleased to provide a broader view of the capabilities available to support the University. The graphic below illustrates the depth and range of your proposed core team, as well as the depth and range of expertise that can be engaged as needed to address emerging priorities and deliver targeted, high-quality internal audit services.



SMP – Subject matter professionals

The following biographies summarize the qualifications of the core team and key subject matter professionals that George Mason may draw upon throughout the engagement.

	Core Team
Team member	Relevant experience
 Annemijn Van der Bijl <i>Lead Engagement Partner</i>	Annemijn is a senior audit partner with 16+ years of experience serving complex higher education, not-for-profit health systems and insurance organizations, including nonprofit universities, public higher education institutions in Virginia, integrated health systems, academic medical centers, and physician/clinical enterprises. She has deep technical knowledge across risk assessment, internal control testing, FASB, GASB, SSAP, Uniform Guidance, tax exempt financing, and M&A related audits. A leader in audit transformation, Annemijn has driven KPMG's adoption of data and analytics enabled methodologies, including Clara workflow and technology enabled audit procedures. She also established the firm's global delivery center healthcare team and has extensive experience with automation, offshore strategy design, and centralized audit delivery. Annemijn is a CPA, long time national instructor, and active community leader. Educational Qualification and Certifications: Bachelor of Business Administration (BBA) – Radford University Certified Public Accountant (CPA)
 Tricia Harper <i>Client Service Partner</i>	Tricia is a Partner in KPMG's Advisory Services practice with more than 20 years of accounting, advisory, and strategic leadership experience supporting complex organizations and public-sector institutions. She has built deep strategic insight and strong technical acumen through a wide range of leadership roles across the firm, including serving as lead partner for the Commonwealth of Virginia, where she oversees all service delivery, stakeholder engagement, and partner ecosystem development. Tricia has served clients across healthcare, financial services, higher education, and state government, including Bon Secours, Capital One, Virginia Tech, and multiple Virginia state agencies. She brings experience developing higher-education strategy, managing enterprise-wide initiatives, and advising executive leadership on market trends, disruptors, governance, and organizational transformation. Educational Qualification and Certifications: Bachelor of Arts (BA)– James Madison University CPA

	Core Team
 David Gmelich <i>Director</i> <i>Internal Audit Governance (ERM)</i>	David brings 20+ years of experience delivering internal audit, enterprise risk management, and advisory services exclusively to higher education and nonprofit organizations. He has served major research universities and academic institutions including the University of Virginia, Columbia University, University of Massachusetts, Yale University, VCU, and others. His work spans full IA out and co-sourcing, internal audit planning and execution, ERM facilitation, and grants management assistance. Educational Qualification and Certifications: Master of International Affairs (MIA)– Columbia University Bachelor of Arts (BA)– University of California
 Jeff Erbes <i>Senior Manager</i> <i>HE Internal Audit</i> <i>FERPA</i> <i>NCAA</i> <i>Student Financial Aid</i>	Jeff is a senior audit manager with 9+ years of experience auditing higher education, nonprofit, and public sector entities. He has served major institutions such as the University of Delaware, Johns Hopkins University, the Smithsonian Institution, and the Association of American Medical Colleges. Jeff specializes in financial statement audits, Uniform Guidance audits, NCAA AUP procedures, student financial aid compliance, and complex accounting matters including investments, business combinations, pension liabilities, derivatives, consolidation, and regulatory compliance (including UPMIFA). He leads planning, testing, review, and supervision activities and brings strengths in resolving complex accounting questions. Jeff also delivers internal and external training and serves as a performance manager and mentor. Educational Qualification and Certifications: Bachelor of Arts (BA) & Master of Arts (MA) – George Washington University CPA

 Core Team	
 Michael DeBaise <i>Director</i> <i>IT General Controls & Ellucian Banner</i>	Michael is a director in KPMG's Tech Assurance practice with 10+ years of experience delivering IT audits, IT general controls (ITGC) assessments, automated control evaluations, SOC reporting, and integrated financial statement audit support. He has served higher education, financial services, federal government, and commercial clients, including leading large integrated audit engagements and major IT control programs. Michael has deep experience assessing Banner ERP IT controls, SAP, Workday, Oracle, and other enterprise platforms, as well as supporting FISMA, cybersecurity, and IT governance programs. His knowledge in ITGC testing, application controls, and ERP control environments strongly supports GMU's IT risk, security, and controls modernization goals. Educational Qualification and Certifications: Bachelor of Science (BS) – Virginia Tech Certified Information Systems Auditor (CISA)
 Blakeney Bell <i>Director</i> <i>AI Enablement & Data Analytics</i>	Blakeney is a director with 14+ years of experience supporting higher education, public sector, and not for profit clients through data-enabled, technology forward delivery. She helps engagement teams harness data to modernize audit execution, integrate KPMG technologies effectively, and design automated routines that elevate audit quality. Blakeney has supported institutions such as UMass, Anatolia College, and Perkins School for the Blind, and has deep knowledge in Uniform Guidance audits, GASB reporting, and state-level financial reporting. She also leads technology transformation initiatives for KPMG's education audit practice and develops AI-enabled automation routines specific to the higher education and government sectors. Blakeney's applied data, analytics, and automation capabilities directly align with GMU's focus on modernization, efficiency, and technology-enabled assurance. Educational Qualification and Certifications: Master of Science in Accounting (MSA) – Suffolk University Bachelor of Fine Arts (BFA)– Massachusetts College of Art CPA Alteryx-Accredited

 Industry Insight Panel	
Team member	Relevant experience
 David Gagnon <i>Partner</i> <i>National HERON Leader</i>	Dave leads KPMG's national Higher Education, Research, and Other Nonprofit (HERON) audit practice, giving him direct visibility into emerging issues, regulatory expectations, and leading practices across colleges and universities nationwide. He regularly consults with institutional leadership teams on sector-wide trends, risk themes, financial reporting developments, and governance challenges. Dave brings a national perspective on peer benchmarking and insights from working with institutions such as Boston University, Brown, Emory, and Wesleyan, allowing George Mason to benefit from current national higher education risk and governance intelligence. Dave maintains close tabs on the emerging trends in higher education and is a frequent speaker on such matters within and outside the firm. Educational Qualification and Certifications: BSBA – University of Massachusetts CPA
 Susan Eickhoff <i>Partner</i> <i>Higher Education & Single Audit Department of Professional Practice</i>	Susan serves in KPMG's Department of Professional Practice (DPP), where she acts as a key liaison between the firm and federal oversight bodies, including the Office of Management and Budget (OMB). She contributes to national guidance on Uniform Guidance, internal controls, and federal grants compliance, and advises engagement teams on complex regulatory matters. Her role connecting KPMG with federal policymakers enables GMU to benefit from early insight into regulatory changes, evolving Single Audit expectations, and industry-wide compliance trends. Educational Qualification and Certifications: BS – Southern Illinois University CPA



Industry Insight Panel



John Ng
Managing Director
GASB Professional
Practice Liaison

John is part of KPMG's DPP State and Local Government (SLG) group and serves as a technical liaison on Governmental Accounting Standards Board (GASB) matters, providing authoritative guidance on emerging accounting standards and complex financial reporting topics. He supports universities and state institutions in interpreting new GASB requirements, designing implementation strategies, and resolving high-risk reporting questions. John's direct connection to GASB insights provides GMU with forward-looking guidance on accounting standards changes and leading practices in public-sector financial reporting.

Educational Qualification and Certifications:

Bachelor of Business Administration (BBA) & Master of Business Administration (MBA) – Rider University
 CPA



Core Subject Matter Professionals

Team member

Relevant experience



Katie Bishop
Partner
Federal Grant
Compliance

Katie is the State, Local and Education Sector Leader for the Mid-Atlantic Audit Business Unit and a partner with more than 30 years of experience leading financial statement audits, Uniform Guidance Single Audits, and assurance services for large not for profit, higher education, philanthropic, and quasi federal organizations. She has deep experience supporting institutions with complex endowments, global operations, federal grant compliance, and specialized regulatory reporting requirements. Katie has served numerous universities and research organizations receiving federal funding and requiring extensive Single Audit oversight.

Educational Qualification and Certifications:

BBA – The College of William and Mary
 CPA



Core Subject Matter Professionals



Jessica Davis

*Director
Forensics*

Jessica is a Director in KPMG's Forensic practice with deep experience supporting clients across higher education, nonprofit, and corporate sectors with fraud investigations, AB&C risk assessments, compliance reviews, forensic analytics, and white-collar investigative support. Her work includes managing complex investigations involving fraud, misappropriation, expense abuse, vendor misconduct, conflicts of interest, and internal control breakdowns. She has led forensic reviews for scholarship administrators, global telecommunications firms, Fortune 500 companies, and regulated organizations facing investigations, Monitorships, or compliance scrutiny. Jessica brings strong analytical, investigative, and regulatory assessment capabilities that directly support George Mason's needs across fraud risk management, compliance governance, and internal investigations.

Educational Qualification and Certifications:

BA & Master of Science (MS) – American University
CPA
Certified Fraud Examiner (CFE)



Ray Ly

*Managing Director
Exempt Tax &
Name/Image/
Licensing*

Ray is a recognized tax-exempt organizations leader with more than 20 years of experience advising higher education, nonprofit, foundation, and healthcare entities on complex tax matters. He supports universities with IRS examinations, federal and state compliance, 990/990-T reporting, alternative investment compliance, foreign reporting, employment tax, public charity rules, and UBIT. In addition, Ray brings specialized experience advising institutions on the tax reporting implications of Name, Image, and Likeness (NIL) payments—including determining the correct classification of NIL arrangements for Forms 1099-NEC, 1099-MISC, and 1099-K, and supporting universities in reporting NIL payments to international students on Form 1042-S to ensure compliance with service-related restrictions. Ray's combined exempt-organization and NIL reporting knowledge enables universities to navigate emerging regulatory requirements and maintain compliant, well-structured tax programs.

Educational Qualification and Certifications:

Master of Science in Taxation (MST) – American University
BBA – The College of William and Mary
CPA



Core Subject Matter Professionals



Ellen Ozderman
*Managing Director
Cybersecurity & 3rd
Party*

Ellen is a cybersecurity leader with 15+ years of experience delivering IT and cyber risk solutions to private colleges, public university systems, and complex enterprise environments. Her knowledge spans designing and operating cybersecurity and IT risk management programs, maturing cyber posture, and aligning security strategy with institutional goals. Ellen has led cyber and IT risk assessments, cyber program maturity reviews, target operating model (TOM) design, and regulatory readiness across internal audit, technology, and enterprise risk functions. She brings deep knowledge of FISMA aligned governance, IT general controls, cyber regulatory frameworks, and program remediation. Ellen's experience supporting higher education institutions through security modernization, risk assessments, and cyber governance provides critical value to GMU's security, privacy, and IT controls priorities.

Educational Qualification and Certifications:

MS – The Johns Hopkins University
BS – University of Maryland
CISA
Certified Information Security Manager (CISM)



Breah Sandoval
*Director
Data Privacy*

Breah is a cybersecurity director with 15+ years of experience designing and modernizing security and privacy programs across multiple industries, including higher education, healthcare, technology, and public sector. She is KPMG's Cyber Human Risk Management service lead and specializes in cyber maturity assessments, NIST/ISO/HITRUST/CMMC alignment, GRC design, AI governance frameworks, cyber risk quantification, and security awareness/culture transformation. Breah co designed the Cyber Risk Institute's Maturity Model and AI Risk Controls Management Framework, establishing industry aligned controls and evidence guidance. Her experience modernizing enterprise security governance documents, assessing regulatory compliance, and designing cybersecurity culture programs enables her to support GMU's security, privacy, and AI risk initiatives.

Educational Qualification and Certifications:

BS – Capitol Technology University
Certified Information Systems Security Professional (CISSP)

Core Subject Matter Professionals	
 Amie Ahanchian Principal <i>Export Controls</i>	Amie is a principal with 20+ years of experience advising multinational and higher education, adjacent organizations on global trade, customs, sanctions, ESG related trade requirements, and supply chain compliance. She was named one of eight U.S. partners honored with KPMG’s inaugural Partner of Distinction award (2024). Amie advises on anti-forced labor compliance, import/export control frameworks, duty planning, FTZ implementation, sanctions screening, and global trade technology automation. She has extensive experience designing scalable compliance programs, remediating gaps, developing training, and aligning governance to complex regulatory standards. Amie is a Licensed Customs Broker, NAFTAZ Accredited Zone Specialist, holds an Export Control Specialist certification, and serves as an adjunct professor at Georgetown University Law Center. Educational Qualification and Certifications: Juris Doctor (JD)– University of Texas BS – Trinity University Licensed Customs Broker National Association of Foreign-Trade Zones (NAFTZ) Accredited Zone Specialist Export Control Specialist

Subject Matter Professionals engaged as necessary	
Team member	Relevant experience
 Heather Mishra <i>Director Research Operations</i>	Heather is a director with more than 28 years of experience in research administration, higher education operations, IT strategy, ERP transformation, and program management. She has held senior university leadership roles—including Associate Vice President for IT at UT Southwestern Medical Center—overseeing research, education, administrative, and business operations systems. Heather specializes in aligning institutional processes with modern ERP platforms, leading PMOs for large scale Workday implementations, conducting financial and research process assessments, and designing institutional future state operating models. She has supported institutions such as Vanderbilt University, Cold Spring Harbor Laboratory, Houston Methodist, Thomas Jefferson Health System, and Morehouse School of Medicine. Educational Qualification and Certifications: BS & MBA – University of Texas Project Management Professional (PMP) Prosci-Certified Change Management Practitioner Workday Project Manager
 Jeff Jozefski <i>Director Construction Management</i>	Jeff is a director with 12 years of experience in capital project oversight, construction audit, and large-scale program controls. He evaluates risks and controls on major construction programs across higher education, state and local government, healthcare, and commercial sectors. Jeff conducts contract cost and compliance audits, project controls assessments, and risk reviews for complex capital development initiatives. Educational Qualification and Certifications: MS – University of Leeds BA – Boston College

Subject Matter Professionals engaged as necessary



Brock Solano
*Managing Director
Talent Acquisition and
Recruiting*

Brock is a workforce strategy and HR transformation leader with more than 22 years of experience driving capability development, job architecture redesign, workforce planning, people analytics, digital transformation, and large-scale operating model modernization. He serves as KPMG's National Workforce Leader for higher educational institutions and has advised Fortune 50 companies and major universities on job architecture, talent acquisition strategy, strategic workforce planning, hybrid operating models, and people centered transformation.

Educational Qualification and Certifications:

Doctor of Philosophy (Phd)– Alliant International University
BA & MS – University of Southern California
Senior Professional in Human Resources (SPHR)
Professional in Human Resources (PHR)
Myers-Briggs Type Indicator (MBTI) Certified Practitioner
Six Sigma certifications



William Robinson
*Senior Manager
Procurement*

Will is a procurement technology and transformation specialist with deep experience across higher education and state government. He has supported institutions such as Harvard, the University of Connecticut, NJIT, and the Commonwealth of Virginia. Will works to design and implement Source-to-Pay frameworks across Jaggaer, Ivalua, and Unimarket, leading workstreams spanning supplier management, source to contract, procure to pay, reporting, and change management. He has delivered multi agency procurement transformation programs, user adoption strategies, and large scale S2P modernization efforts.

Educational Qualification and Certifications:

BS – North Carolina State University
Ivalua P2P Certification



Liam Schwartz
*Director
Academic
Operations*

Liam is a higher education strategy and analytics leader with more than 14 years of experience serving in senior university roles, including Assistant Provost at Harvard University and Assistant Vice President at the University of Chicago. He is recognized for building high performing analytic and strategic planning teams, advising institutional leadership, and driving action on workforce, academic operations, faculty research, and student outcomes. Liam has led extensive analyses across campus functions, including the lifecycle of academic success, staffing, organizational design, research portfolios, and enrollment trends.

Educational Qualification and Certifications:

Phd – Harvard University
BA – University of California

Subject Matter Professionals engaged as necessary



Sagar Mhaskar
Director
*Business Continuity
Planning*

Sagar brings more than 20 years of experience in IT resilience and continuity, including business continuity planning, disaster recovery, technology risk assessments, cyber incident recovery, target operating model design, and cloud resiliency. He has led major resilience transformations for financial institutions, energy companies, and research organizations. His background includes Azure architecture for recovery, cyber resilience threat analysis, resilience governance, and IT operating model redesign. Sagar's background aligns with GMU's needs in operational resiliency, continuity planning, cyber recovery preparedness, and institutional risk mitigation.

Educational Qualification and Certifications:

BS & MS – Savitribai Phule Pune University



Joshua Hutchinson
Director
Physical Security

Joshua Hutchinson is a Director in KPMG's forensics and physical security practice. He has more than 13 years of experience in developing operational plans to include physical security at many large public events of Super Bowls, NCAA Championships, NCAA Bowl Games, NFL Draft, and many other large public events. Josh will bring his extensive experience in physical security to the benefit of the core team on this engagement.

Educational Qualification and Certifications:

BBA – Harding University



Julie Barrientos
Managing Director
Financial Management

Julie is a finance transformation specialist with 27+ years of experience supporting governments, universities, and public sector entities with financial operations redesign, chart of accounts modernization, grants management, leasing standard implementation, procurement risk assessment, and financial close improvement. She has helped multiple state agencies and universities streamline reconciliation processes, strengthen internal controls, modernize accounting structures, and improve audit outcomes.

Educational Qualification and Certifications:

BBA – University of Nebraska

CPA

Subject Matter Professionals engaged as necessary



Daniel O'Connor
Principal
Investments/
Endowment
Management

Daniel is a principal with extensive experience leading internal audit, SOX, enterprise risk, and controls modernization programs for global financial institutions, asset managers, investment-driven organizations, and higher educational institutions. He specializes in designing internal control frameworks aligned to COSO leading IPO readiness programs, conducting control optimization, and performing internal audits across operational, regulatory, and compliance domains. Daniel has overseen major internal control uplift engagements, performed control remediation for material weaknesses, supported PCAOB reviews, and led internal audit functions for large investment organizations.

Educational Qualification and Certifications:

BS – University College Cork
Chartered Accountant



Jonathan Friedman
Director
Payroll and HR
Operations

Jonathan has more than 13 years of experience helping organizations assess, optimize, and modernize global payroll and HR operations. He serves as a payroll subject matter specialist, advising clients on leading practices, risk mitigation, control enhancement, workforce process improvement, and payroll governance. Jonathan brings deep knowledge in global payroll operating models, cross-border considerations, HR data structures, technology enablement, and payroll compliance.

Educational Qualification and Certifications:

BA – Wake Forest University



Jamie Pego
Managing Director
HIPAA

Jamie brings more than 18 years of experience as a healthcare compliance leader, former Compliance Officer, and healthcare attorney. Her work spans HIPAA compliance, privacy governance, regulatory assessments, and complex operational and strategic advisory services. Jamie helps clients navigate evolving healthcare and privacy regulations, transform compliance programs, and strengthen enterprise-wide controls. She has extensive experience supporting investigations, regulatory reviews, compliance risk assessments, and transformation of monitoring programs.

Educational Qualification and Certifications:

JD – Seton Hall University
BA – American University

Subject Matter Professionals engaged as necessary



Curtis G. Saueressig
Managing Director
International Operations

Curtis is a managing director with nearly 20 years of experience supporting nonprofit, higher education, and global development organizations with international tax-exempt operations, cross border compliance, global risk assessment, and program design. He leads KPMG's International Tax-Exempt Services (ITES) team and advises universities—including Cornell, Dartmouth, MIT, NYU, Stanford, and the University of Michigan—on complex global operating risks, payroll requirements, organizational tax considerations, and international compliance frameworks. Curtis has managed large global grant portfolios, led multi-country capacity building programs, and conducted cross border regulatory reviews across Africa, Asia, Latin America, the Middle East, and Europe.

Educational Qualification and Certifications:

BSC Mathematics – BACC Berkeley
Certificate – Nonprofit Management



Billy Stiggers
Manager
Insurance Programs

Billy is an insurance risk advisory specialist with 13+ years of experience across P&C operations, reinsurance, claims oversight, fraud/SIU, regulatory compliance, and large-scale operational audits. He has led compliance testing engagements, 3rd party vendor assessments, fraud reviews, regulatory examinations, and catastrophe-related claims operations.

Educational Qualification and Certifications:

BS & MBA – University of Texas
Licensed P&C Adjuster



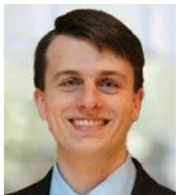
Hank Yang
Managing Director
Salesforce

Hank is a Managing Director specializing in digital transformation and customer experience modernization through Salesforce platform solutions. He brings extensive experience helping clients design and implement integrated digital strategies that improve engagement, streamline workflows, and enhance enterprise-wide user experiences. Hank leads KPMG's advisory offerings focused on Salesforce transformation, leveraging deep platform knowledge across Sales Cloud, Service Cloud, Experience Cloud, and industry specific Salesforce capabilities. He has designed innovative digital approaches that improve operational performance, enable data driven decision making, and elevate constituent engagement.

Educational Qualification and Certifications:

BS – Georgia Tech

Subject Matter Professionals engaged as necessary



Tyler A. Boyles
*Senior Manager
Federal Award Design
and Compliance*

Tyler is a government contracting and accounting advisory specialist with deep experience in federal acquisition regulations, cost allowability, CAS compliance (401, 402, 405, 406), federal award readiness, and post-acquisition alignment. He has supported major federal contractors and global companies with CHIPS/IRA/IIJA grant applications, rate structures, compliance remediation, accounting policy redesign, and federal program implementation.

Educational Qualification and Certifications:

BS – University of Maryland
CPA

Contact

Annemijn Van der Bijl

Engagement Partner

757-616-7079

avanderbijl@kpmg.com

Learn about us:



kpmg.com

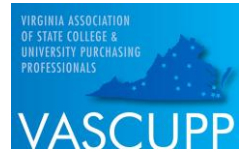
The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act upon such information without appropriate professional advice after a thorough examination of the particular situation.

© 2026 KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. All rights reserved.

The KPMG name and logo are trademarks used under license by the independent member firms of the KPMG global organization.



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



REQUEST FOR PROPOSALS
GMU-SS0808-25

ISSUE DATE: December 15, 2025

TITLE: Internal Audit Co-Sourcing Services

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director

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

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

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

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

Name and Address of Firm:

Legal Name: KPMG LLP

Date: 1/29/2026

DBA:

Address: 8350 Broad Street, Suite 900

McLean, VA 22102

By: 
Signature

FEI/FIN No. 13-5565207

Name: Annemijn van der Bijl

Fax No.

Title: Partner

Email: avanderbijl@kpmg.com

Telephone No. 757-616-7079

SWaM Certified: Yes: _____ No: X (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.

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: KPMG LLP

Preparer Name: Annemijn van der Bijl **Date:** 1/29/2026

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

Company Name: _____ 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: _____

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: _____

Invoice #: XXXXXX

--

Partner Name:	Annemijn van der Bijl	Client Number:	XXXXXXX	B.A. Number:	XXXX
Manager Name:	Dave Gmelich	Engagement Number:	XXXXXXX		

Description of Services		Amount
Invoice for professional fees provided from XX through XX in connection with the internal audit co-sourced project related to XXX as defined in our engagement letter dated XX, XXXX, 2026. Purchase order #: POXXXXXXXXX See cost breakdown on page 2.		
	Fees:	\$ XXXXX.XX USD
Payment Terms:	Due Upon Receipt / On Delivery	Total: \$ XXXXX.XX USD

Page 1 of 2



Invoice details for co-sourced project XXX

STAFF	BILL RATE	HOURS	FEES
Partner / Managing Director	\$ XX	XX	\$ XX
Director / Senior Manager	\$ XX	XX	\$ XX
Manager	\$ XX	XX	\$ XX
Senior Associate	\$ XX	XX	\$ XX
Associate	\$ XX	XX	\$ XX
Total		XX	\$ XX

KPMG Staff by level	George Mason experience level	Core team Rate	Subject Matter Specialists (including IT)
Partner / Managing Director	Manager	\$395	\$435
Director / Sr. Manager	Manager	\$305	\$360
Manager	>5 years	\$220	\$275
Senior Associate	3-5 years	\$165	\$215
Associate	1-3 years	\$125	\$160

Note 1: We consider Partner/Managing Directors and Directors/Senior Managers to align with George Mason's "Manager" experience level. Accordingly, we averaged the rates for these roles and entered that blended rate into the pricing table as shown in line 9.

Manager rate included in Pricing table	\$350	\$397.50
--	-------	----------

Note 2: IT specialists fall under the same category as subject matter experts. Accordingly, the "In-Depth Subject Matter Expert" line in the Pricing Table reflects a rate of \$0, and the IT-Specialty rates apply to all in-depth subject matter experts.



Pricing Table (BT-16MV)

Instructions

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

Responses

Success: All data is valid!

			Numeric	Numeric		
Status	#	Experience Level	IT- Specialty rate per hour	Non-IT Specialty rate per hour	IT- Specialty rate per hour	Non-IT Specialty rate per hour
Success: All values provided	#0-1	1-3 years	\$ 160.00	\$ 125.00	\$ 160.00	\$ 125.00
Success: All values provided	#0-2	3-5 years	\$ 215.00	\$ 165.00	\$ 215.00	\$ 165.00
Success: All values provided	#0-3	> 5 years	\$ 275.00	\$ 220.00	\$ 275.00	\$ 220.00
Success: All values provided	#0-4	Manager	\$ 397.50	\$ 350.00	\$ 397.50	\$ 350.00
Success: All values provided	#0-5	In Depth Subject Matter Expert	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Basket Total						\$ 860.00
Grand Total						\$ 860.00



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

KPMG LLP

Offeror/Firm

Annemijn van der Bijl

Printed Name of Signer



Signature

1/29/2026

Date