



Purchasing Department
 4400 University Drive, Mailstop 3C5
 Fairfax, Va. 22030
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<http://fiscal.gmu.edu/purchasing>

**STANDARD CONTRACT
 GMU-1827-23-25**

This Contract entered on this 12th day of April, 2023 (Effective Date) by Huron Consulting Services LLC hereinafter called "Contractor" (located at 550 W. Van Buren Street, Chicago, IL 60607) and George Mason University hereinafter called "Mason," or "University".

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide consulting services as set forth in the Contract documents. Note: This contract is no guarantee of work.
- III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. For administrative ease of efficiency each renewal will start March 1 and run through the end of February of each contract year.
- IV. PRICE SCHEDULE:** The following are all hourly rates. Hourly rates included all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems. This price schedule represents the complete pricing agreement between the parties. No additional contractor charges, markups, reimbursements or fee of any type permitted.

Higher Education Management Consulting Rates	
Staff Description	Hourly Rate
Managing Director	\$ 505
Principal	\$ 405
Senior Director	\$ 405
Director	\$ 368
Senior Manager	\$ 330
Manager	\$ 330
Senior Associate	\$ 258
Associate	\$ 248
Senior Analyst	\$ 200
Analyst	\$ 200

- A. Ordering Procedures:** As requirements arise a Mason representative will contact the contractor with a proposed (formal or informal) statement of needs and request a proposal for that particular engagement. Contractor will provide the proposal in accordance with the established prices included herein. Once agreed Mason will issue a Purchase Order for that particular engagement. Contractor must reference that Purchase Order number on all invoices submitted.
- V. CONTRACT ADMINISTRATION:** Mason will assign an individual to shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: Option #3 – Invoices will be paid Net 30, with Paymode-X, after goods received, services rendered, or receipt in Mason's Accounts Payable email box, acctpay@gmue.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

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

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Contractor's Best & Final Offer dated February 04, 2023 (attached);
- D. RFP No. GMU-1827-23, in its entirety (attached);
- E. Contractor's proposal dated October 26, 2022 (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(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

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

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

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of this Contract.

2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: Intentionally Omitted.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all

applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

- U. EXPORT CONTROL: Intentionally Omitted.
- V. FORCE MAJEURE: Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. FUTURE GOODS AND SERVICES: Mason and Contractor may agree for Contractor to provide additional goods and/or services 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, provided that the services are performed by the Contractor's Higher Education professionals for services set forth in the Contract documents. 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. Services performed by Huron Transaction Advisory LLC or Huron's Business Advisory professionals—as described in the Contract documents—may require different hourly rates to be negotiated on a project-by-project basis. Also, Contractor services provided outside the scope of services defined in the Statement of Needs section of the original Request for Proposal may require different hourly rates to be negotiated on a project-by-project basis.
- 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 officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. To the fullest extent permitted under Virginia law, neither party will be liable to the other party for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, Contractor's liability relating to the contract will in no event exceed an amount equal to two (2) times the fees (excluding taxes and expenses) it receives from Mason for the portion of the services giving rise to such liability.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

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

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

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

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.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

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

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

- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall be the Contract price(s) of the original Contract increased/decreased by the greater of the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 3%.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall be the Contract price(s) of the previous renewal period increased/decreased by the greater of the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 3%.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts

related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:

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

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate

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

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

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.

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

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

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

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

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

Huron Consulting Services LLC

George Mason University

SIGNATURE PAGE TO FOLLOW

DocuSigned by:
Robert Spencer
AF68206224644A1...

Signature

Name: Robert Spencer

Title: Principal

Date: 4/17/2023

DocuSigned by:
James Russell
2F61E096C77E4DC...

Signature

Name: James Russell

Title: Purchasing Director

Date: 4/17/2023

**Data Security Addendum for inclusion in GMU-1827-23-25 with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Huron Consulting Services, LLC ("Selected Firm/Vendor") dated April 12, 2023 (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested in writing by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract

immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Insurance

- a. In addition to the insurance requirements outlined in the University's 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.

5. Security Breach

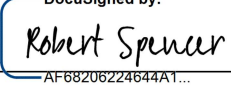
- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any confirmed Security Breach of Sensitive University Data for which Contractor is responsible, 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

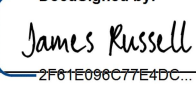
- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit and share executive summary results with the University upon receiving an advanced written request from the University.
- b. Additionally, the Selected Firm/Vendor will provide the University upon advanced written request the executive summary of 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, no more than once annually, with thirty (30) days advanced written notice, mutually agreeable time period, 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. If University data hosting services are provided by the Vendor, then the AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, upon receiving an advanced written request from the University. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

Huron Consulting Services, LLC

DocuSigned by:

 By: _____
 AF6820622464A1...
 Name: Robert Spencer
 Title: Principal
 Date: 4/17/2023

George Mason University

DocuSigned by:

 By: _____
 2F61E096C77E4DC...
 Name: James Russell
 Title: Purchasing Director
 Date: 4/17/2023



huronconsultinggroup.com | 550 W. Van Buren St. • Chicago, IL 60607

February 4, 2023

Davena C. Reynolds, VCO
George Mason University
Senior Buyer / Purchasing
4400 University Drive
Fairfax, VA 22030

Dear Davena,

Thank you for the update regarding Huron's proposal for Academic and Business Consulting Services in response to Request for Proposal (RFP) GMU-1827-23. We are eager to further our partnership with George Mason University (GMU) as the university continues its growth and progress.

Recognizing GMU's commitment to delivering high quality services to students, faculty, and staff while facing difficult budget constraints, we respect the university's request that Huron provide a best and final offer with a reduction in the proposed hourly rates. Therefore, we propose 4%-to-5% reductions to the fees that were originally outlined in the table on page 28 (Cost of Services section) of Huron's RFP response dated October 26, 2022. With the reductions, the revised hourly rate structure in that table is proposed as follows for Huron's Higher Education professionals:

- **Managing Director, \$505**
- **Principal, \$405**
- **Senior Director, \$405**
- **Director, \$368**
- **Senior Manager, \$330**
- **Manager, \$330**
- **Senior Associate, \$258**
- **Associate, \$248**
- **Senior Analyst, \$200**
- **Analyst, \$200**

There are no other changes to Huron's response to RFP GMU-1827-23. As noted therein, the hourly rates are inclusive of travel-related expenses. Also, the revised rates apply to the period through December 31, 2023, with annual increases thereafter by the greater of 3% or the increase in the CPI.

The new rates above are notably less than the rates in the Huron-GMU Standard Contract GMU-1442-17-03 that expired in 2022. We look forward to working with GMU's leadership on its initiatives in 2023 and beyond. If there are any other questions or if you need additional information, please let me know. I can be reached at (615)308-8204 or rspencer@hcg.com.

Best regards,

A handwritten signature in blue ink, appearing to read 'Rob Spencer', written over a light blue circular stamp.

Robert Spencer
Principal
Huron Consulting Group

cc: James F. Russell, VCO, CUPO, George Mason University



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



**REQUEST FOR PROPOSALS
GMU-1827-23**

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

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

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

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

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

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide academic and business consulting services for George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

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

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

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

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

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

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet

eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

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

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

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

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

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

[opportunities/](#)

2. Proposal Presentation:

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

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

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

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

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

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

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

Total Points Available:

100

- B. AWARD: **Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which vendors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in

the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D*).

XV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XVI. PAYMENT TERMS / METHOD OF PAYMENT: Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract. Purchase order numbers must be referenced on all invoices submitted for payment.

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

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

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

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

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

B. SPECIAL TERMS AND CONDITIONS – GMU-1827-23. (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).

1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, further negotiations may or may not be conducted with the Offeror(s).

2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.

3. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that he/she is not currently an employee of the Commonwealth of Virginia.
4. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
5. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring summary, the award justification memo from the evaluation committee and brief, general comments submitted by evaluation committee members. Formal debriefings are generally not offered.

XVIII. RFP SCHEDULE (Subject to Change):

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



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

This Contract entered on this ____ day of _____, 2022 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
 - E. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of

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

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

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

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

pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

The Commonwealth of Virginia and Mason shall be named as an additional insured.

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

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

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

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

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

FF. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

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

- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

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

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of

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

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Security Breach

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

5. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the Contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

Selected Firm/Vendor

George Mason University

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____



Academic and Business Consulting Services

RFP # GMU-1827-23

George Mason University

October 26, 2022

Submitted to:

Davena Reynolds
Senior Buyer
George Mason University
dreyno3@gmu.edu

Submitted by:

Robert Spencer
Principal
Huron
312-583-8791
rspencer@hcg.com



Trade Secrets Summary

TRADE SECRETS OR PROPRIETARY INFORMATION SUBMITTED BY A FIRM PRIOR TO OR AS PART OF ITS PROPOSAL WILL NOT BE SUBJECT TO PUBLIC DISCLOSURE UNDER THE VIRGINIA FREEDOM OF INFORMATION ACT ONLY UNDER THE FOLLOWING CIRCUMSTANCES: (1) THE APPROPRIATE INFORMATION IS CLEARLY IDENTIFIED BY SOME DISTINCT METHOD SUCH AS HIGHLIGHTING OR UNDERLINING; (2) ONLY THE SPECIFIC WORDS, FIGURES, OR PARAGRAPHS THAT CONSTITUTE TRADE SECRETS OR PROPRIETARY INFORMATION ARE IDENTIFIED; AND (3) A SUMMARY PAGE IS SUPPLIED IMMEDIATELY FOLLOWING THE PROPOSAL TITLE PAGE THAT INCLUDES (A) THE INFORMATION TO BE PROTECTED, (B) THE SECTION(S)/PAGE NUMBER(S) WHERE THIS INFORMATION IS FOUND IN THE PROPOSAL, AND (C) A STATEMENT WHY PROTECTION IS NECESSARY FOR EACH SECTION LISTED.

The following trade secrets/proprietary information are marked as confidential within the proposal.

Information To Be Protected	Section/Page Numbers	Reason Protection Is Necessary
Client Names, Descriptions, and Contact Information	Section 4. References and Engagements (pp. 16-17) Appendix (pp. 37-41)	Privileged and Confidential: Contains sensitive client data – release might cause harm to named clients and Huron's competitive position
Prior Work Project Summaries	Section 4. References and Engagements (pp. 16-17) Appendix (pp. 37-41)	Trade Secrets: Contains method, technique, accelerators, and/or a sequence of items/procedures that collectively make a substantial difference in the efficiency of a process

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1. Procedural Information

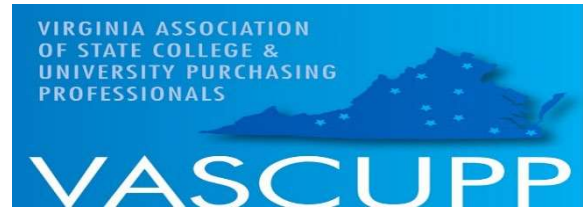
A. RETURN SIGNED COVER PAGE AND ALL ADDENDA, IF ANY, SIGNED AND COMPLETED AS REQUIRED.

Please see the following pages:

- RFP Cover Page
- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4



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



REQUEST FOR PROPOSALS GMU-1827-23

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

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

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

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

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

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

Name and Address of Firm:

Legal Name: Huron Consulting Services LLC

Date: 10/26/2022

DBA: n/a

Address: 550 W. Van Buren St.

By: 

Signature

Chicago, IL 60607

FEI/FIN No. 01-0666114

Name: Robert Spencer

Fax No. 312-583-8701

Title: Principal

Email: rspencer@hcg.com

Telephone No. 312-583-8791

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

SWaM Certification Number: -

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



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

RFP ADDENDUM NO. 1:

Date: September 12, 2022
Reference RFP #GMU-1827-23
Title: Academic and Business Consulting Services
RFP Issued: September 08, 2022
Proposal Due Date: **October 18, 2022 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

1. **Section XI: STATEMENT OF NEEDS: Part B, ADD #18:**
 18. Business process mapping, automation and change management consulting.
2. **Section XVIII: RFP SCHEDULE: CHANGE dates highlighted below.**
 - Issue in eVA: 9/8/22
 - Vendors submit questions by: 9/28/22 @ 4:00 PM EST
 - Post Question Responses: 10/04/22 @ 5:00 PM EST
 - Proposals Due: 10/19/22 @ 2:00 PM EST
 - Proposals to Committee: 10/21/22
 - Review and Score Proposals: 10/21/22 – 11/04/22
 - Scores to Purchasing: 11/07/22
 - Oral presentations (if necessary): Will Schedule If Needed
 - Negotiations/BAFO: Tentative For The Week of 11/14/22 to 11/18/22
 - Award: TBD
 - Contract Start Date: TBD

I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

Huron

NAME OF FIRM

Robert Spencer

NAME (Print or typed)

A handwritten signature in blue ink, appearing to read 'Robert Spencer', written over a horizontal line.

SIGNATURE

10/26/2022

DATE



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

RFP ADDENDUM NO. 2:

Date: September 13, 2022
Reference RFP #GMU-1827-23
Title: Academic and Business Consulting Services
RFP Issued: September 08, 2022
Proposal Due Date: **October 19, 2022 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

1. Section XVIII: RFP SCHEDULE: **CHANGE dates highlighted below.**

- Issue in eVA: 9/8/22
- Vendors submit questions by: 9/28/22 @ 4:00 PM EST
- Post Question Responses: 10/04/22 @ 5:00 PM EST
- **Proposals Due: 10/19/22 @ 2:00 PM EST**
- Proposals to Committee: 10/21/22
- Review and Score Proposals: 10/24/22 – 11/04/22
- Scores to Purchasing: 11/07/22
- Oral presentations (if necessary): Will Schedule If Needed
- Negotiations/BAFO: Tentative For The Week of 11/14/22 to 11/18/22
- Award: TBD
- Contract Start Date: TBD


I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

Huron

NAME OF FIRM

Robert Spencer

NAME (Print or typed)



SIGNATURE

10/26/2022

DATE



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Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

RFP ADDENDUM NO. 2:

Date: September 30, 2022
Reference RFP #GMU-1827-23
Title: Academic and Business Consulting Services
RFP Issued: September 08, 2022
Proposal Due Date: **October 26, 2022 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

1. Section XVIII: RFP SCHEDULE: **CHANGE dates highlighted below.**

- Issue in eVA: 9/8/22
- Vendors submit questions by: 9/28/22 @ 4:00 PM EST
- Post Question Responses: 10/07/22 @ 5:00 PM EST
- **Proposals Due: 10/26/22 @ 2:00 PM EST**
- Proposals to Committee: 10/28/22
- Review and Score Proposals: 10/31/22 – 11/11/22
- Scores to Purchasing: 11/14/22
- Oral presentations (if necessary): Will Schedule If Needed
- **Negotiations/BAFO: Tentative For The Week of 12/05/22 to 12/09/22**
- Award: TBD
- Contract Start Date: TBD

I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

Huron

NAME OF FIRM

Robert Spencer

NAME (Print or typed)

A handwritten signature in blue ink, appearing to read 'Robt Spencer', written over a horizontal line.

SIGNATURE

10/26/2022

DATE



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

RFP ADDENDUM NO. 4:

Date: October 12, 2022
Reference RFP #GMU-1827-23
Title: Academic and Business Consulting Services
RFP Issued: September 08, 2022
Proposal Due Date: **October 26, 2022 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

Clarification to Vendor Question #41. Does the Reference and Engagements section of the RFP (as described in XIII 4.b.) count as part of the 20-page limit? **No.**

I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

NAME OF FIRM

NAME (Print or typed)

A handwritten signature in blue ink, appearing to read 'F. J. Jones', written over a horizontal line.

SIGNATURE

DATE

B. RETURN ATTACHMENT A - SMALL BUSINESS SUBCONTRACTING PLAN.

Please see Small Business Subcontracting Plan form on the following page.

C. STATE YOUR PAYMENT PREFERENCE IN YOUR PROPOSAL RESPONSE.

Option#3- Net 30 Payment Terms.



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Fairfax, VA 22030
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<http://fiscal.gmu.edu/purchasing/>

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Huron

Preparer Name: Robert Spencer

Date: 10/26/2022

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement
Subcontract #1

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

2. Executive Summary

Understanding of Needs

Since its founding 50 years ago, George Mason University (“GMU”, “Mason”) has grown to become Virginia’s largest public institution of higher education and a leader in innovation. In welcoming its the largest and most diverse freshman class in Fall 2022, GMU continues to serve the Commonwealth of Virginia and the nation in delivering new, innovative programs to students. With three campuses in Virginia, a robust online set of offerings, and a campus in South Korea, GMU aspires to continue the robust growth it has seen in its first 50 years into the future. Goals for the future include expanding into new markets (both domestically and internationally) and launching new ventures and partnerships.

With this desire to continue to innovate, expand access, and identify new market opportunities, we understand that George Mason University (“GMU”) is seeking a qualified vendor or set of vendors who can provide the institution with strategic and innovative consulting support. GMU seeks a partner(s) with a depth of experience in Higher Education and who can provide the institution with support in areas such as benchmarking analysis, financial modeling and analysis, organizational assessments, communications and change management, and new-partnership-oriented ventures. With a desire to continue to serve new markets both domestically and internationally, GMU must partner with organizations that can bring a depth of knowledge, experience, and ability to quickly scale.

Huron understands that vendors selected for this RFP may be asked to engage with GMU in a variety of different ways as the institution continues to identify new ventures and innovative ways of expanding its reach even further. Our Huron team has a passion for serving higher education institutions and helping them achieve their best. In working with GMU in the past, we have learned much about the institution, its strategic goals, and how the organization operates. We know that if chosen to continue our partnership together, our team of professionals can bring GMU the experience and expertise needed from an external party that will allow GMU to advance its mission.



The Huron Difference

With this understanding in mind, consider the following key differentiators that make Huron the ideal choice to be your partner.

We Know Higher Education Systems

Our higher education team is the largest advisory services practice devoted to higher education. We have unmatched experience working with highly complex and diverse universities and systems. Our team has successfully partnered with GMU in the past and with hundreds of other state institutions and systems to study academic and business processes and improve institutional excellence.

We Leverage Customer-Centered Methodology

As we study any unit, we do so with a customer-centered perspective which puts the constituent (e.g., student, staff, faculty, dean, chair, administrator) at the center of any activity or service. By focusing on the work that needs to be accomplished or the job to be done, we effectively determine opportunities to streamline and consolidate services to both improve quality and contain costs.

We Offer an Unparalleled Team of Professionals

Huron offers an unparalleled team of professionals to serve as advisors for George Mason's strategic objectives. Our team of experts has extensive expertise and experience in not-for-profit and for-profit higher education institutions. In addition, we have access to hundreds of expert resources within Huron and through our networks. Working with George Mason, our professionals can leverage their experiences in higher education strategy, financial planning and analysis, financial markets, and innovative ventures.

We Position You for Implementation

As an implementation firm, we will position GMU to act on the recommendations we make. When we engage with clients, we ensure that our strategic analysis includes specific, achievable, and data-driven opportunities. These opportunities are developed by our team of experts who not only understand higher education, but who in many cases have had the opportunity to partner with our clients in bringing these recommendations to life. We ensure that the analysis, recommendations, and identified next steps are all feasible within the parameters of the client context and can be successfully launched upon conclusion of any engagement.

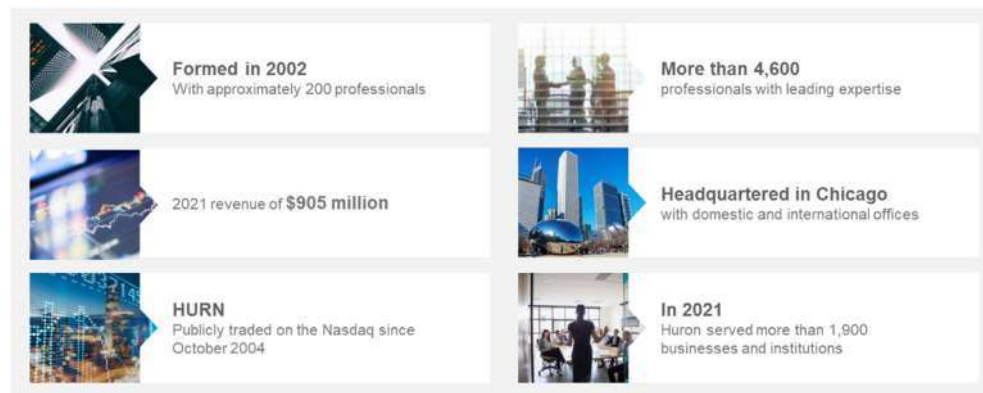


3. General Firm Background and Information

PROVIDE A BACKGROUND AND A BRIEF HISTORY OF YOUR FIRM

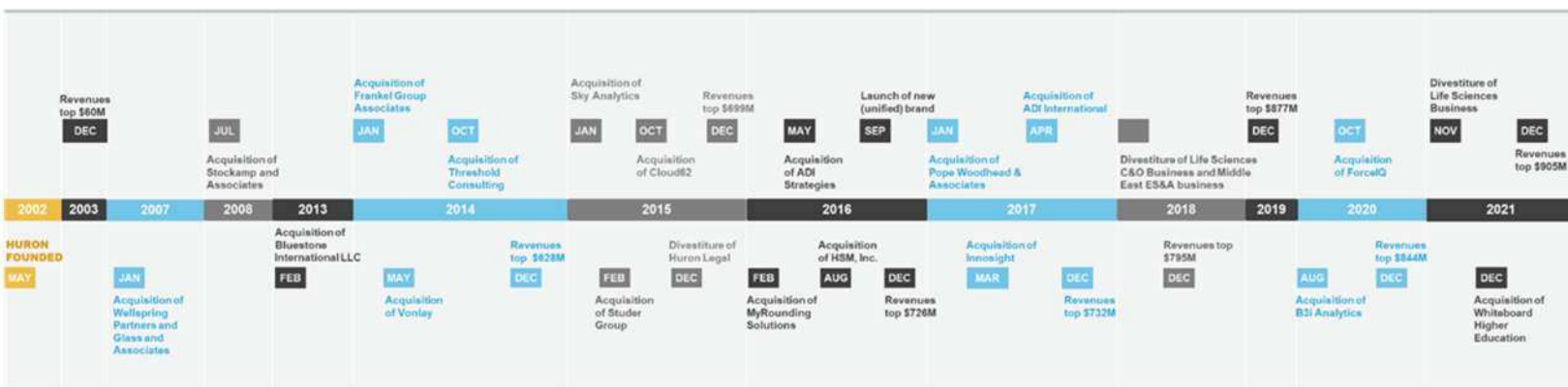
Huron Background

Huron is a global consultancy that collaborates with clients to drive strategic growth, ignite innovation, and navigate constant change. Through a combination of strategy, expertise, and creativity, we help clients accelerate operational, digital, and cultural transformation, enabling the change they need to own their future. By embracing diverse perspectives, encouraging new ideas and challenging the status quo, we create sustainable results for the organizations we serve.



We bring depth of expertise in strategy, technology, operations, advisory services, and analytics to drive lasting and measurable results in the energy & utilities, healthcare, higher education, financial services, life sciences, and other commercial industries. Through focus, passion and collaboration, Huron provides guidance to organizations as they contend with the change transforming their industries and businesses. Learn more at www.huronconsultinggroup.com.

Provided below is a summarized timeline of Huron's corporate development and growth from inception through year-end 2021.



Higher Education Expertise

Colleges, universities, and academic health centers need to transform how they deliver services to advance their academic, research, and clinical missions in order to own their future. Today, some leaders of higher education institutions and academic health centers are spending more time reacting to market forces to survive, rather than focusing on the essential priorities that help their students and faculty thrive. You need a trusted strategic partner with deep expertise in universities' academic programs and operations as well as a broad perspective to help you navigate the future. That is where Huron differentiates itself from other firms.

Our professionals listen carefully to truly understand your issues and design solutions that fit your unique needs. **We share your goals – sustainable change that supports and advances your institutional missions.**

The education and research related entities we serve span across the public and private sectors, including:

- Four-Year Public and Private Institutions
- Academic Health Centers
- Cancer Centers
- Children's Health Systems
- Research Institutes
- Community Colleges
- Administrative Units and System Offices
- For-Profit Institutions
- K-12 Institutions
- Local Government
- Federal Research Laboratories

Huron has over 1,000 specialists and experienced consultants dedicated to the education industry and research community, including a leadership team that brings many years of consulting experience with public entities across the following areas of expertise:



Strategy & Innovation: To thrive amid financial, demographic, and competitive challenges, educational institutions need to challenge traditional operating and financial models and re-imagine opportunities that advance their mission. We help leaders adopt an innovative approach to strategic planning that will better position the institution to anticipate and lead through change and disruption. We help leaders think differently about their value proposition, academic and research portfolios, and investments to proactively address market challenges and opportunities.



Business Operations: In today's rapidly evolving environment, education institutions must re-imagine their business operations to increase agility and innovation. From strategy through execution, we help you increase efficiency, improve effectiveness, and align resources and investments to ensure long-term sustainability. Our education experts have deep functional expertise across all business operations functions – from finance and human capital to research and student administration. We help redesign business processes and service delivery models and enable them with technology to align with leading practices.



Digital, Technology & Analytics: Institutions seek to optimize service delivery by developing strategies and adopting cloud technologies that drive efficiency and effectiveness across the enterprise. Our experts provide tailored approaches to help you embrace technology-driven change. From designing or advancing strategic plans and delivery models to modernizing technology across the enterprise, we work with leaders through every stage of evolving their information technology capabilities. We have expertise spanning all functional areas, including human capital management, financials, students, and research administration.



Organizational Transformation: Engagement and collaboration among leaders, faculty and staff have never been more important as organizations balance workforce needs, evolve their culture and advance their mission. Our experts work with you to design consumer-centric organizational models, modernize human resource functions and adapt cultures to embrace enterprise stewardship and change. We support you in aligning organizational goals and processes to create a culture that attracts and retains the leaders needed to drive high performance and empower staff to deliver an exceptional student and researcher experience.



Research Enterprise: As the complexity and risk of the research enterprise continue to grow, institutions are accelerating the adoption of more advanced processes and technology solutions to improve efficiency and effectiveness. With our deep research and regulatory expertise and proprietary cloud technology, we help organizations improve service, maximize cost recovery and mitigate risk. We enable organizations to better align their support services with their strategic priorities to advance their research mission.



Student & Alumni Lifecycle: Rapidly shifting competitive forces and student expectations require more advanced and agile support models that optimize the student experience - from recruiting and enrollment through graduation and alumni engagement. Our student-centered strategy and technology experts collaborate with leaders to design and implement innovative solutions that improve the efficiency of your student support services, strengthening relationships with students throughout their educational journeys.

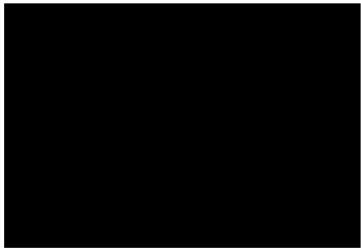
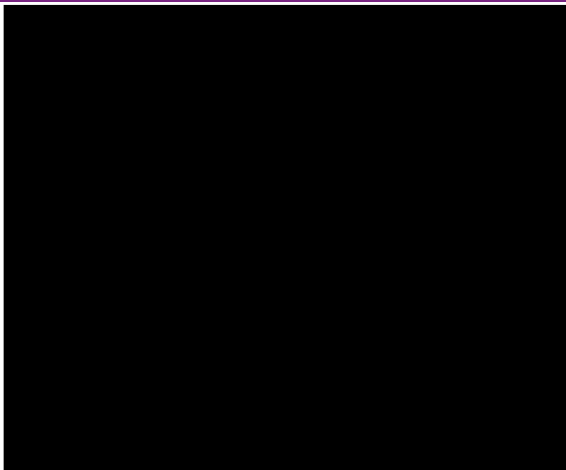

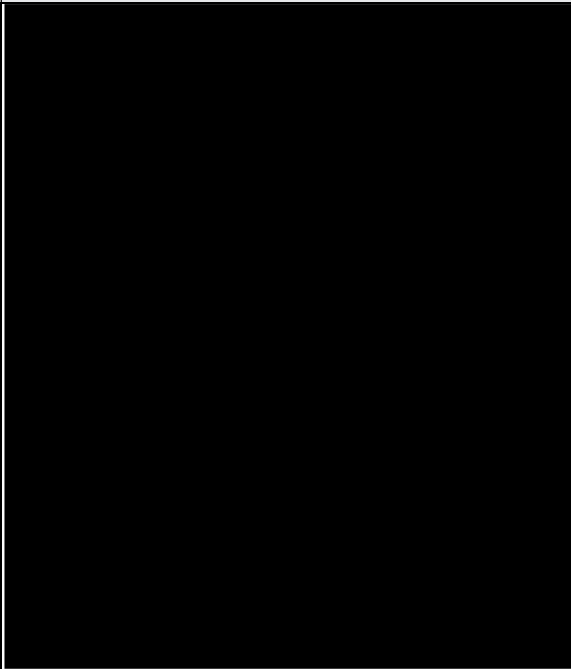
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4. References and Engagements

PROVIDE CONTACT INFORMATION, SUMMARY OF ENGAGEMENT, DOLLAR VALUE, AND PERIOD OF PERFORMANCE FOR EACH REFERENCE PROVIDED RELEVANT TO THE REQUESTED AREAS BELOW.

A. PROVIDE REFERENCES DEMONSTRATING SIGNIFICANT WORK WITH US PUBLIC, FOR-PROFIT, PUBLIC AND/OR INTERNATIONAL UNIVERSITIES.

We have outlined similar engagements, results, and references below. Detailed project summaries can be found in the [Appendix](#). Additional references are available upon request.

Client & Contact	Summary of Engagement	Dollar Value	Period of Performance
		Not provided	June 2020-May 2022
		Not provided	October 2021-May 2022

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Client & Contact	Summary of Engagement	Dollar Value	Period of Performance
		Not provided	2018-2021

For the references above, in being cognizant and respectful of our client’s busy schedules, we generally commit that we will help facilitate the scheduling of any reference calls. We do not participate in the calls, but if you choose to contact any of the references below, we kindly ask you to let our team coordinate an introduction.

B. PROVIDE EVIDENCE OF ABILITY TO ASSEMBLE A RELEVANT TEAM OF EDUCATION EXPERTS QUICKLY; STRONG NETWORK.

Huron’s internal network is comprised of more than 4,600 employees across multiple locations around the globe. With over a thousand consultants dedicated to higher education, Huron is able to provide clients with expertise in any area pertaining to the industry. With the ability to leverage subject matter experts, Huron can quickly assemble a team with deep expertise related to GMU’s needs. You can read more about our experts here:
<https://www.huronconsultinggroup.com/company/experts>

C. REFERENCES FROM GOVERNMENT OR OTHER NON-PROFIT CLIENTS IN AREAS COVERED BY THE SCOPE OF WORK MAY ALSO BE SUBMITTED.

Please see detailed list of references within section A and in the [Appendix](#).

5. Approach

SPECIFIC PLANS OR METHODOLOGY TO BE USED TO PERFORM THE SERVICES.

Huron proposes a core team of experts to serve George Mason along with additional colleagues as needed. Recognizing that Huron's experts in research, technology, and healthcare may be engaged with George Mason on separate engagements, the approach outlined herein will consist of Huron's higher education experts in academic and business consulting services.

Huron is a management consulting firm and not a CPA firm. Huron does not provide attest services, audits, or other engagements in accordance with standards established by the AICPA or auditing standards promulgated by the Public Company Accounting Oversight Board ("PCAOB"). Huron will not audit any financial statements or perform attest procedures with respect to information in conjunction with this engagement. Huron's services are not designed, nor should they be relied upon, to identify weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies.

Huron professionals have many years of experience helping clients on financial matters. We have access to hundreds of expert resources within Huron and through our networks. *Please note that while we do not intend to use subcontractors, we have multiple established partners whom we can use to extend our network of experts. Many of these subcontractors are women- or minority-owned and small business-approved vendors.* In response to the RFP, our relevant capabilities are noted below.

1. HIGHER EDUCATION BENCHMARKING AND DATA ANALYSIS

Our Huron team will often deploy a set of distinct benchmarking approaches to position the University in context of its peers, the market, and its internal operations.

- **Peer Benchmarking:** Comparison of operations to consolidated peer group standards. For these analyses, we will work with the Steering Committee to establish a set of GMU's peers to leverage throughout the particular engagement. Typically, peer sets include 6-8 institutions, with a mix of current and aspirational peers.
- **Historical Benchmarking:** Consideration of how operating environments have changed over time. Important aspects to consider when conducting historical benchmarking include historical attempts at similar initiatives or decisions and the effects of variations in operating or environmental conditions.
- **Internal Benchmarking:** Comparisons of similar units/departments within the University. Important aspects to consider when conducting internal benchmarking include variances in costs and levels of service between otherwise similar operations, opportunities for economies of scale, and effects of variations in operating or environmental conditions.
- **Industry Benchmarking:** Our industry benchmarking will incorporate metrics from higher education associations and third-party surveys and reports. This benchmarking is typically functional in nature, as we use industry data for areas such as information technology, facilities, human resources and the like.

Huron treats our benchmarking data as “directional” and will use the data to help calibrate our understanding of GMU’s resource alignment and how that impacts potential optimization opportunities.

Huron also can deploy our proprietary Huron Administrative Activity Study (HAAS). HAAS is used to assess the fragmentation of various roles and functions across the organization, capturing 16 distinct functional areas such as human resources, information technology, and finance/accounting. Staff respond to the survey by allocating the time/effort that they spend on various administrative and operational activities. The purpose of HAAS is to understand and quantify the location and level of investment in activities across the University, independent of staff members’ title or location within the organization. When all responses are taken in aggregate, HAAS provides detailed information about how functions are distributed and fragmented across the organization and unprecedented insight into the cost of delivering current administrative support services.

2. HELPING LARGE PUBLIC AND NON-PROFIT UNIVERSITIES ENTER INTO PUBLIC-PRIVATE PARTNERSHIPS

Huron’s business advisory experts have experience with public-private partnerships (P3) and, within higher education, Huron has worked on P3 engagements, including a parking arrangement for a public university in Tennessee and a student housing project at a public university in Louisiana.

Regarding campus assets, Huron recommends that universities address the following questions: (i) Should the university allocate scarce capital to assets that are not core to the mission? (ii) Given current debt levels, does the university have enough capital to modernize needed infrastructure assets? and (iii) Does the university have the technical expertise to modernize and operate assets required to achieve necessary reliability while also meeting carbon footprint, climate change, and sustainability goals?

Huron supports P3 initiatives through the steps described here:

- Assessing Assets and Alternatives – includes estimating deferred maintenance costs, identifying capital needs, analyzing current and alternative cash flow models, defining future funding requirements, and assessing risks.
- Providing Guidance – includes alignment and buy-in across institutional stakeholders.
- Supporting Decisions– includes facilitating the decision for initiating the P3 process.
- Managing Selection – includes managing the RFP process and the partner selection, which may include selecting investment banks, selecting P3 partners, and negotiating contracts.

3. FINANCIAL ANALYSIS AND BUDGET PLANNING

Huron assists private and public universities through financial assessments, strategic financial planning, budget modeling, administrative operations, and cash management initiatives.

4. LEGAL AND/OR TAX STRUCTURING

Huron Transaction Advisory LLC, Huron's registered broker-dealer affiliate, works with clients to evaluate and advise on strategic alternatives related to capital structures, liquidity enhancement, and capital raising. Huron also assists companies and stakeholders in connection with out-of-court restructurings, bankruptcy proceedings, and other special situations.

5. SETTING UP BUSINESS FUNCTIONS AT A UNIVERSITY, SUCH AS BILLING FOR INSURANCE

Optimizing for sustainability requires institutions to reimagine their processes, technology and organizational design and align investments to achieve transformational change. Huron helps you develop and implement strategies to operate more efficiently and effectively — assessing the use of resources, improving business processes, and deploying technology. Our expertise spans all functional areas, including, but not limited to:

- Auxiliary enterprises
- Facilities
- Finance and accounting
- Human resources
- Information technology
- Procurement
- Research administration
- Student administration

6. ORGANIZATIONAL AND OPERATIONAL ASSESSMENTS AND IMPROVEMENTS

Huron's approach to organizational and operational optimization considers internal and external factors, which may include strategic, reputational, financial, operational, and compliance-based considerations. Fundamentally, our approach is informed by an understanding of five key elements: people, organization structure, business processes, technology, and performance measurement. Huron has performed several organizational and operational analysis and improvement engagements. For example, the University of Pittsburgh engaged Huron to identify opportunities for cost reduction, revenue enhancement, process efficiency, and service improvement across administrative functions. Through that engagement, Huron designed new organizational operational structures including reporting lines to new roles, placement within schools and colleges, and career pathing for business partners and specialists. A redesigned and reimagined award management organization was established to enable research operations to match the University of Pittsburgh's word-class research program and adequately support and attract excellence from PIs. Dedicated, trained, and supported Marketing & Communications staff will reduce spend on freelance operations, increase consistency of brand and messaging, and enable proactive outreach to Pitt's community and network. Following this effort, Pitt is preparing to implement these new operational models.

Related to organizational assessments and improvements, Huron and The Chronicle of Higher Education recently partnered on a national survey of higher education leaders, hiring managers, and administrators regarding staffing issues. Among the themes: Leaders said they are finding it harder than ever to attract and retain talent and have more open positions, and they are seeing fewer qualified applicants. Universities are emphasizing increased flexibility in recruitment and relying more on interim roles to fill gaps. The report is available at this link:

<https://www.huronconsultinggroup.com/-/media/Resource%20Media%20Content/Education/The-Staffing-Crisis-in-Higher-Education>

7. HIGHER EDUCATION STRATEGY AND FACILITATION OF NEW PARTNERSHIPS

The current moment higher education institutions find themselves in demands bold thinking, and now, more than ever, university leaders must seek to diversify their revenue base and establish points of distinction in an evolving and crowded market. Moving forward, institutions must consider internal and external realities while prioritizing the activities and investments that add the most value to their diverse stakeholders, including prospective students, faculty, alumni, employers, and the communities they support. Our Academic Affairs team has deep experience and expertise in partnering with institutions to anticipate market challenges and seize opportunities for differentiation and long-term sustainability.

Huron supports higher education institutions in defining their growth ambitions and exploring ways in which these ambitions could be achieved via acquisition, joint ventures, or other types of strategic alliances. Alliances could include partnerships and/or transactions with both traditional colleges and universities as well as for-profit providers and businesses in the higher education space. We serve as a thought partner in the exploration phase by identifying various partnership models for consideration, along with the benefits, risks, and considerations of each model, particularly with respect to mission alignment, potential for driving cost efficiency, enhancing educational impact, and generating new sources of surplus revenue. Huron also assists in later stages of alliances by screening the market for candidate institutions and providing ongoing assistance to institutions as they pursue partnerships, including developing materials to use for case-making and performing due diligence on partner agreements.

8. STRATEGIC COMMUNICATION AND CHANGE MANAGEMENT OF NEW INITIATIVES OR JOINT VENTURES

Huron understands how an integrated and collaborative approach to strategic industry partners has the potential to unlock significant shared-value creation. We work with clients to develop and recommend communication and engagement strategies that are suitable to the client's economic, cultural, and industry context and strategic objectives. We help institutions find ways to overcome challenges and successfully implement change despite their unique operating environments. See more of our expert's perspective at: <https://www.huronconsultinggroup.com/insights/disruptive-change-align-educational-leaders>

9. ACADEMIC LEADERSHIP ASSESSMENT AND COACHING

Retaining and developing top talent has never been more complex. For organizations to own their future, they must differentiate their employer brand while unlocking the power of their workforce by aligning around a common set of goals and values, optimizing the employee experience and engaging their team in new ways. Organizations also need to develop future-ready leaders that can drive meaningful cultural and organizational change. With our combination of strategy, deep expertise, and creativity, Huron can help you enable your team to achieve strategic transformation. Our team of Higher Education experts includes a deep bench of professionals who have served in roles at institutions including as Provosts, Chiefs of Staff, VP's of Enrollment and Student Affairs, and CHRO's. These individuals allow us to provide support and guidance in our client engagements, and to also expand capacity when interim support for longer periods of time is desired.

10. BUSINESS AND FINANCIAL MODELING

Huron has deep experience in the financial management of institutions. Huron has worked with several institutions to maximize, allocate, and leverage financial resources by designing budget models that use incentives to influence behaviors and to focus resource allocations on institutional priorities. For example, within enrollment management, Huron has created a leveraging model that utilizes historical data and predictive modeling to maximize financial aid resources while maintaining targeted enrollment yields.

Huron's financial modeling engagements generally include four phases as described here:

Model Design Identification and Prioritization

This phase serves to identify and confirm the critical design elements for the financial model. Tasks within this phase relate to (i) the objectives for the model; (ii) the scope of the model, such as component units; (iii) budget interfaces; (iv) forecast drivers; (v) data sources; and (vi) preliminary design of model outputs.

Model Development

Huron constructs multi-year financial models and scenario modeling in accordance with the confirmed design aspects.

Financial Model Summary Report and Dashboard

Huron develops a financial model summary report and dashboard that meets the objectives defined for the model.

Technology Tools

With the development of a financial model, Huron works with clients to leverage technology tools to support dynamic and/or distributed planning and modeling capabilities.

11. MARKET ANALYSIS/MARKET DEMAND ANALYSIS

Our team helps colleges and universities design growth plans—sometimes incorporating alternative revenue and management strategies—for their existing portfolios. We serve as a thought partner to our higher education clients at the brainstorming and ideation stage, by evaluating existing assets and capabilities, or gathering research on market and peer activity, and by helping to generate novel ideas to increase revenue and enhance mission-aligned impact. Once a potential growth opportunity has been identified, we assist our clients by researching the opportunity's potential benefits and risks, as well as organizational, operational, financial, academic, reputational, accreditation and other considerations.

Our market research includes use of external data sets such as Lightcast, National Consumer File, and others that allow us to marry together insights gained from our client data to those of external sources. Analysis can take the form of primary or secondary market research surveys, qualitative and quantitative assessment of data and scenario planning models that can create forecasts for GMU to utilize in decision-making.

12. SIGNIFICANT WORK WITH US PUBLIC AND INTERNATIONAL UNIVERSITIES INCLUDING ACCREDITATION OR RESEARCH

Huron has professionals with experience in accreditation considerations. Huron has been engaged to help universities gain necessary accreditations to operate in alignment with institutional strategy. For example, Huron partnered with an international university to set up a new medical school by vetting a pro forma model and creating a roadmap of the financial planning considerations and actions necessary for establishing a new school. The roadmap also outlined key personnel, curriculum, governance, and infrastructure steps for the new university to meet accreditation standards for both in-country accreditation and LCME accreditation.

Huron's research services team has more than 400 consultants dedicated to helping clients optimize sponsored research program management. Our experts specialize in three primary domains of expertise: management consulting, comprehensive software solutions, and research administration outsourcing. For more than 20 years, Huron professionals have successfully worked with universities, cancer centers, academic medical centers, children's hospitals, and other research institutions to provide services and solutions across these domains that improve nearly every facet of research enterprise management. During 2020 alone, Huron partnered with more than 200 clients on over 300 projects related to the research mission.

13. DEMONSTRATED UNIQUE AND PROPRIETARY KNOWLEDGE REGARDING PRIVATE FOR PROFIT/NOT-FOR PROFIT COMPANIES/UNIVERSITIES SERVING THE UNIVERSITY MARKET

Huron has professionals with experience in for-profit universities and who currently apply that understanding to our efforts. As of recently, Huron worked with a for-profit provider of postsecondary career education programs to explore a potential acquisition and/or merger with

another for-profit educational services firm. Our work with these organizations and the knowledge of our professional staff provide us with real-life understanding of how these organizations operate, their financial objectives and goals, and how they engage with and compete against public higher education institutions.

14. EXTENSIVE CAPITAL MARKETS EXPERIENCE IN HIGHER EDUCATION INCLUDING BOTH EQUITY AND DEBT ISSUANCES

Huron's broker-dealer affiliate, Huron Transaction Advisory LLC (member of NASD and SIPC), employs consultants with experience in investment banking and university treasury. Our professionals have advised businesses on the optimal terms of restructuring of existing debt obligations and/or equity interests. We have experience executing exchange offers, debt-for-equity swaps, and Chapter 11 plans of reorganization.

15. EXTENSIVE TRANSACTIONAL EXPERIENCE, INCLUDING MERGERS AND ACQUISITIONS, IN HIGHER EDUCATION; PLEASE PROVIDE SAMPLE DEAL LIST

Huron brings extensive capital advisory expertise to companies and their stakeholders in mergers and acquisitions (buy- and sell-side), private placements of debt and equity, balance sheet restructurings, and related litigation assistance. Our investment banking professionals have experience across a broad range of industries, and our capital advisory practice leverages the expertise of Huron's other consulting practices to provide an efficient, comprehensive approach to serving our clients' advisory requirements.

Laura Marcero serves as a managing director in Huron's business advisory practice, which conducts hundreds of engagements each year and was named a Turnaround Award Winner by The M&A Advisor. Robert is a principal in Huron's strategy and operations practice and, prior to joining Huron, he served as the assistant vice chancellor for treasury at Vanderbilt, where he oversaw all debt financing transactions for the university and medical center.

Laura and Robert performed due diligence and advised Purdue University regarding the transaction structure for its 2017 acquisition of the for-profit Kaplan University. In 2020, Huron was engaged by the University of Tennessee System for its acquisition of Martin Methodist College (see publicly available report here: <http://tennessee.edu/wp-content/uploads/2020/12/Huron-UT-System-MMC-Due-Diligence-Report-Dec-01-2020.pdf>). And more recently, Huron was engaged by Bloomfield College in advance of its planned merger with Montclair State University (see commentary here: <https://www.huronconsultinggroup.com/insights/bloomfield-college-keeps-mission>).

16. EXTENSIVE EXPERIENCE IN DEVELOPING AND GROWING DEI INITIATIVES IN HIGHER EDUCATION

Huron has a demonstrated commitment to promoting diversity, equity, and inclusion in higher education. Established a few years ago, Huron's Social Alliance Program brings services and solutions to resource-constrained institutions as they prepare students to thrive after graduation. Huron's Social Alliance Program demonstrates our corporate commitment to being part of the solution to address the need for broader educational access. More information about Huron's work in this area, including case studies, is available at this link:

<https://www.huronconsultinggroup.com/expertise/strategy-innovation-education/huron-social-alliance>

17. AGILITY AND REACH – ABILITY TO ASSEMBLE A RELEVANT TEAM OF EDUCATION EXPERTS QUICKLY; STRONG NETWORK

Huron's internal network is comprised of more than 4,600 employees across multiple locations around the globe. With hundreds of consultants dedicated to higher education, Huron is able to provide clients with expertise in any area pertaining to the industry. With the ability to leverage subject matter experts, Huron can quickly assemble a team with deep expertise related to GMU's needs. You can read more about our experts here:

<https://www.huronconsultinggroup.com/company/experts>

6. Additional Information

IN YOUR PROPOSAL RESPONSE PLEASE ADDRESS THE FOLLOWING:

A. ARE YOU AND/OR YOUR SUBCONTRACTOR CURRENTLY INVOLVED IN LITIGATION WITH ANY PARTY?

Huron is not party to any litigation which would affect its performance under this agreement. Details regarding all pending material litigation can be found in our 10-K filing with the Securities and Exchange Commission, which can be found on our website under the Investor Relations page. Information on resolved material proceedings can be found in our 10-Qs on file with the SEC, which can be found on our website under the Investor Relations page.

B. PLEASE LIST ANY INVESTIGATION OR ACTION FROM ANY STATE, LOCAL, FEDERAL OR OTHER REGULATORY BODY (OSHA, IRS, DOL, ETC.) RELATED TO YOUR FIRM OR ANY SUBCONTRACTOR IN THE LAST THREE YEARS.

Not applicable.

C. PLEASE LIST ALL LAWSUITS THAT INVOLVED YOUR FIRM OR ANY SUBCONTRACTOR IN THE LAST THREE YEARS.

Huron has not been party to any litigation which would affect its performance under this agreement. Details regarding all pending material litigation can be found in our 10-K filing with the Securities and Exchange Commission, which can be found on our website under the Investor Relations page. Information on resolved material proceedings can be found in our 10-Qs on file with the SEC, which can be found on our website under the Investor Relations page.

D. IN THE PAST TEN (10) YEARS HAS YOUR FIRM'S NAME CHANGED? IF SO PLEASE PROVIDE A REASON FOR THE CHANGE.

No, Huron's name has not changed in the past 10 years.

Cost of Services

PLEASE PROVIDE HOURLY RATES. RATES MAY BE A BLENDED HOURLY RATE OR BROKEN DOWN BY LEVEL OF EXPERTISE (PARTNER, SENIOR EXECUTIVE, JUNIOR EXECUTIVE, ETC.) HOURLY RATES MUST INCLUDE ALL TRAVEL-RELATED EXPENSES TO THE FAIRFAX CAMPUS AND OVERHEAD COSTS. TRAVEL EXPENSES TO OTHER LOCATIONS MAY BE BILLED AT COST, IN ACCORDANCE WITH COMMONWEALTH OF VIRGINIA TRAVEL PER DIEMS.

To best support the efforts at George Mason, our team proposes the following rate card structure.

Higher Education Management Consulting Rates	
Staff Description	Hourly Rate
Managing Director	\$ 530
Principal	\$ 425
Senior Director	\$ 425
Director	\$ 385
Senior Manager	\$ 345
Manager	\$ 345
Senior Associate	\$ 270
Associate	\$ 260
Senior Analyst	\$ 210
Analyst	\$ 210

The hourly rates set forth in this proposal are inclusive of travel. Huron is willing to discuss adjustments to the rates on a project-by-project basis when travel is not required.

The rates above are for Huron's Higher Education professionals who are qualified for the items described in the Approach section. Additional services requiring Huron Transaction Advisory LLC and/or Huron Business Advisory professionals--as described for items 2, 4, 14, and 15 in the Approach section above--may require different hourly rates to be negotiated on a project-by-project basis.

The hourly rates above will apply during the period beginning on the Effective Date and continuing through and including December 31, 2023. Thereafter, Huron shall increase the rates on an annual basis, with the new rates becoming effective on January 1 of each year during the term of this engagement, by the greater of three percent (3%) or the percentage increase in the Consumer Price Index from the U.S. Bureau of Labor Statistics ("CPI") for the immediately previous year. In addition to the foregoing and notwithstanding anything to the contrary, the rates are subject to adjustment to reflect any promotion earned by a Huron team member as of the effective date of such promotion, as applicable.

Huron Exceptions to Attachment B - Sample Contract

Below we have provided exceptions to George Mason University's Sample Contract as referenced in Attachment B to GMU RFP 1927-23. We will negotiate in good faith to arrive at mutually agreeable terms if we are selected for this engagement.

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

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

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

The ~~Contractor will notify the~~ University in writing of any such entities accessing this Contract. ~~may request the~~ Contractor will 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:

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

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

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

L. COLLECTION AND ATTORNEY'S FEES: ~~The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past due amounts under this Contract (Intentionally omitted.)~~

P. CONTINUITY OF SERVICES: (Intentionally omitted)

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

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

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

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: (Intentionally omitted)~~

A. ~~notify Mason (by sending an email to export@gmu.edu), and~~

B. ~~receive written authorization for shipment from Mason's Director of Export Controls.~~

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

~~2. **Dual Use Items:** If the Contractor is providing any dual use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.~~

- V. **FORCE MAJEURE:** ~~Mason-Each party~~ shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of ~~Mason~~~~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.
- W. **~~FUTURE GOODS AND SERVICES:~~** ~~Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions. (Intentionally omitted)~~
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the ~~sole~~-negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. To the fullest extent permitted under Virginia law, neither party will be liable to the other party for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, Contractor's liability relating to the contract will in no event exceed an amount equal to two (2) times the fees (excluding taxes and expenses) it receives from Mason for the portion of services giving rise to such liability.
- CC. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
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 results of the Services specified as deliverables in this Contract (the "Deliverables") in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

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

3. Notwithstanding anything to the contrary, Contractor will retain exclusive ownership of and all intellectual property rights in all (i) its know-how, concepts, techniques, methods, methodologies, ideas, templates, software, interfaces, utilities and tools that existed prior to the performance of the applicable engagement under this Contract, and all updates, modifications, improvements, enhancements and derivative works of the same created or developed during the course of performance of Services ("Contractor Property"), and (ii) ideas, concepts, techniques, know-how and incidental developments discovered, created or developed by Contractor during the performance of Services that are of general application. To the extent that the Deliverables incorporate Contractor Property, Contractor gives Mason a non-exclusive, non-transferable (except to Mason's permitted assigns), perpetual, royalty-free, worldwide right to use such Contractor Property for Mason's internal business purposes solely in connection with such Deliverables. Nothing in this Contract will be construed to grant Mason, its assigns or any third party any right to separate Contractor Property from the Deliverable into which it is incorporated, or to market or commercially exploit such Contractor Property on a stand-alone basis, or to otherwise sublicense or grant any other party any rights to use, copy or otherwise exploit, or create derivative works from, Contractor Property, except as expressly provided herein.

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

HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions and price schedule of this Contract, and at a reasonable time except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately (normally 30-60-90 days) prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the ~~lesser of the~~ Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available ~~or 2%~~.
2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the ~~lesser of the~~ Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available ~~or 2%~~.

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

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of

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

1. ~~Immediately upon~~ Within three (3) business days of becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University. Notwithstanding the foregoing, in the event that it is not commercially reasonable for Contractor to return or destroy University Data or Contractor is required to hold University Data as a part of the Contractor record retention policies (e.g. backup systems), Contractor will continue to protect University Data in accordance with the terms of this Contract.

If applicable to the Services, 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. If applicable to the Services, 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. As applicable, Contractor will use commercially reasonable efforts to work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

Huron Exceptions to Attachment C - Data Security

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

Below we have provided exceptions to George Mason University's Attachment C – Data Security Addendum for inclusion in GMU 1827-3. We will negotiate in good faith to arrive at mutually agreeable terms if we are selected for this engagement.

1. Definitions

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

- 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, in each event to the extent caused by the breach of the terms of the Contract and/or this Addendum by Selected Firm/Vendor.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

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

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3. Employee Background Checks and Qualifications

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

4. Security Breach

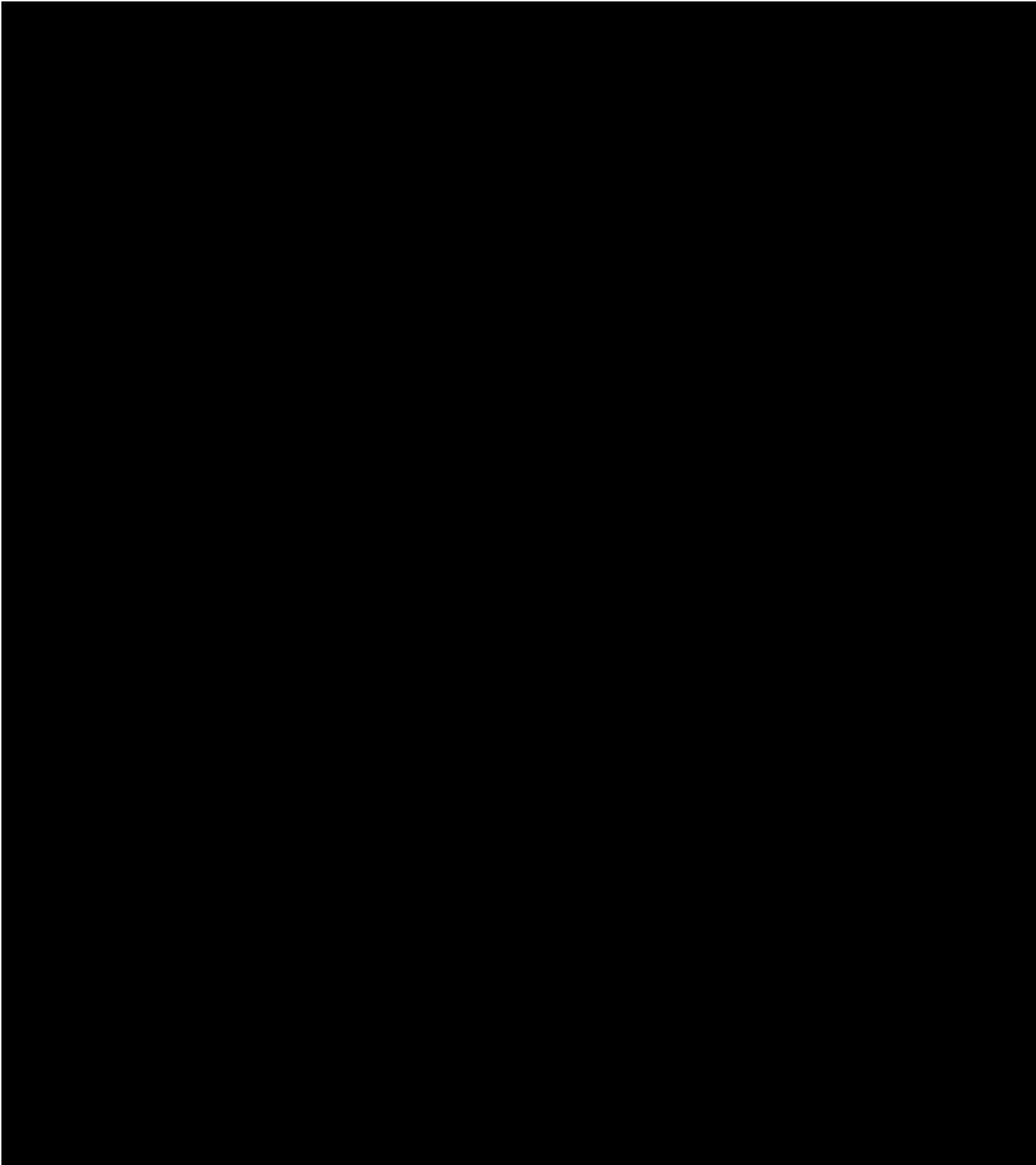
- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data, ~~including but not limited to for (i)~~ providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; ~~(ii)~~ 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 ~~(iii)~~ the payment of ~~legal fees~~, audit costs, fines, and other fees imposed by regulatory agencies ~~or contracting partners~~ as a result of the Security Breach.

5. Audits

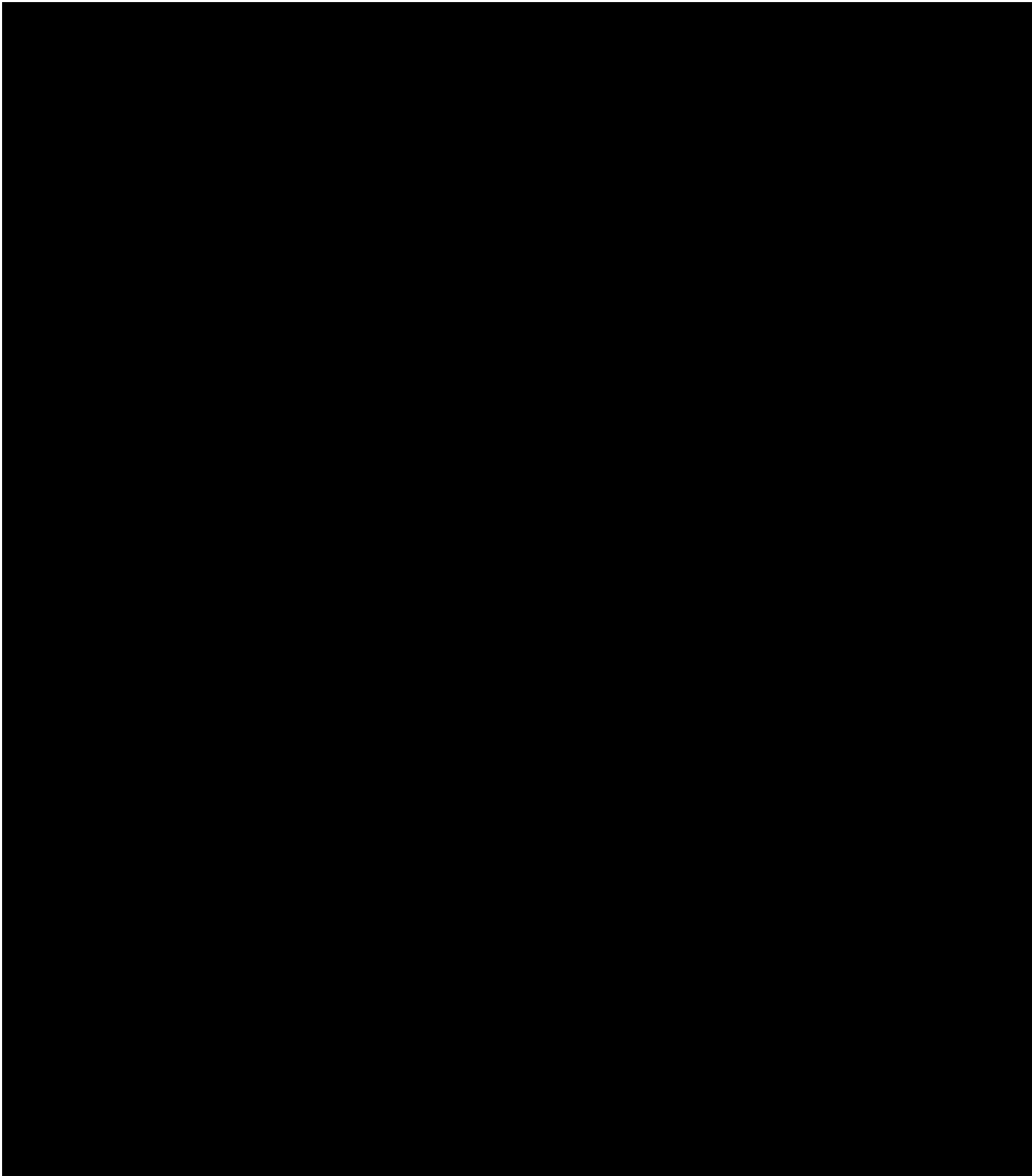
- a. ~~Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract. (Intentionally omitted)~~
- 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. (Intentionally omitted)~~
- c. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the Contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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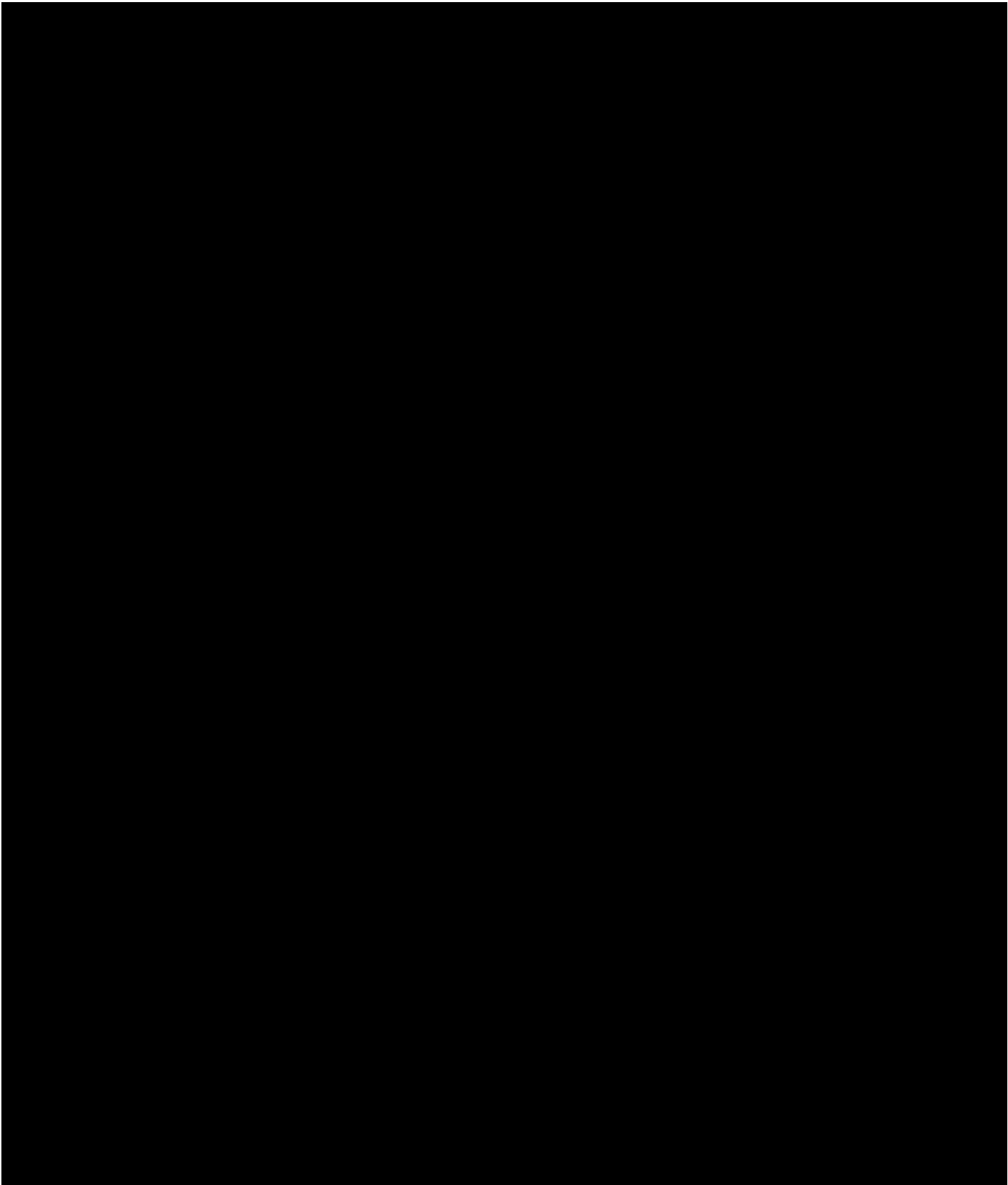
APPENDIX: Project References



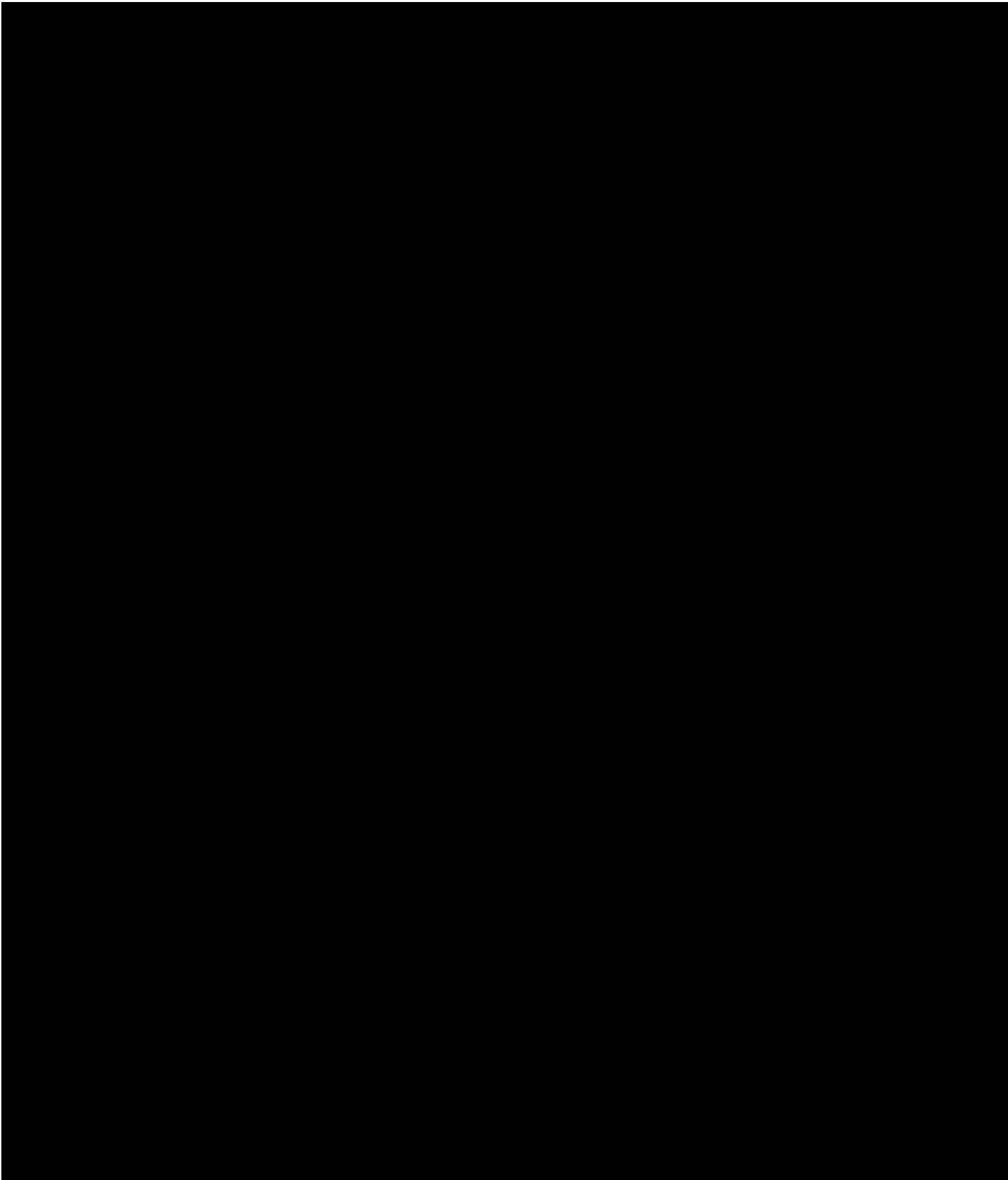
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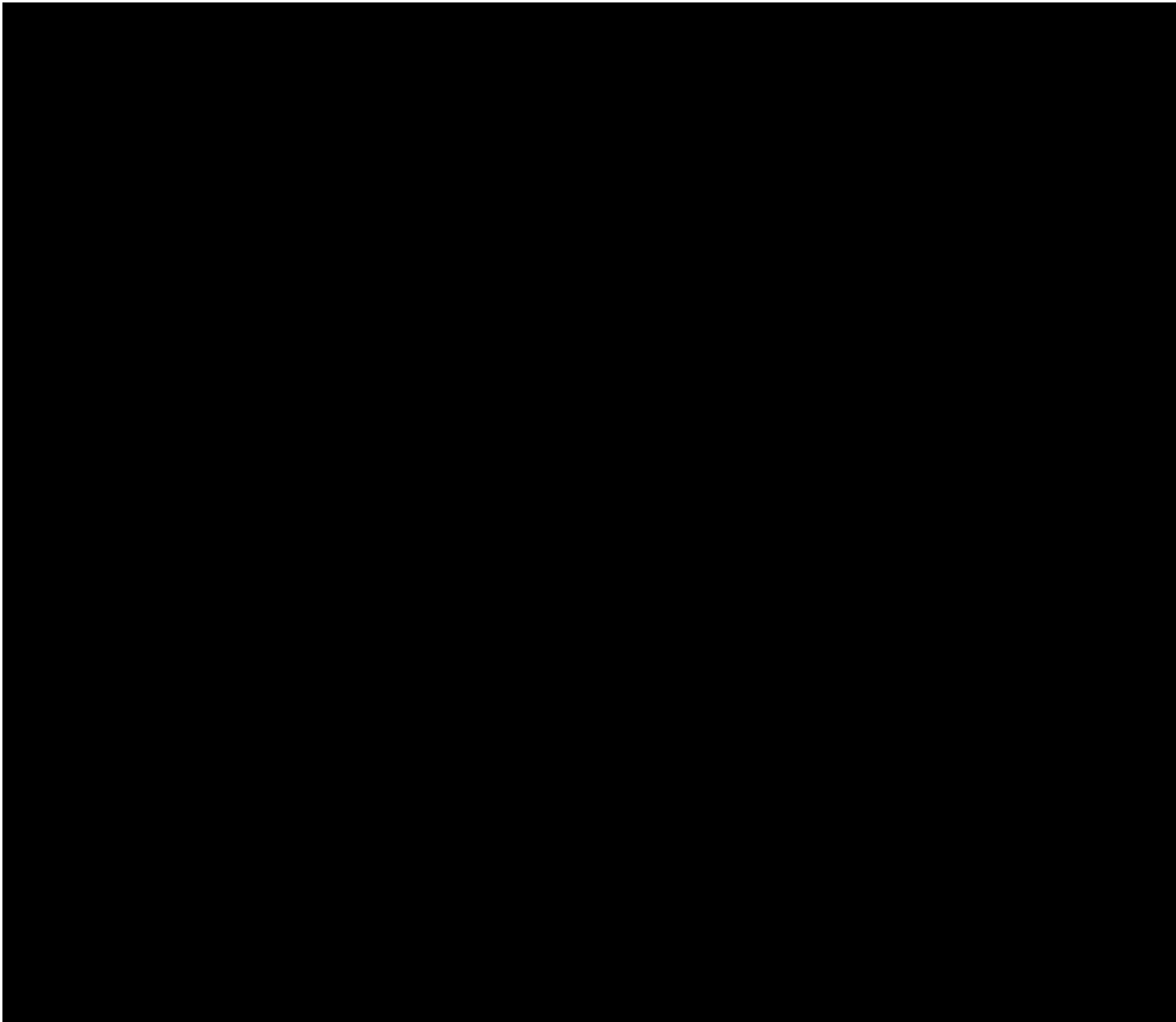
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