



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

STANDARD CONTRACT GMU-1827-23-12

This Contract entered on this 10th day of March 2023 (Effective Date) by Brailsford & Dunlavey, Inc. hereinafter called "Contractor" (located at 1140 Connecticut Ave., NW, Suite 400, Washington, DC 20036) and George Mason University hereinafter called "Mason," or "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide consulting services as set forth in the Contract documents. Note: This contract is not a guarantee of work.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. For administrative ease of efficiency each renewal will start March 1 and run through the end of February of each contract year.
- IV. **PRICE SCHEDULE:** The following are all hourly rates. Hourly rates include all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems. This price schedule represents the complete pricing agreement between the parties. No additional contractor charges, markups, reimbursements or fees of any type permitted.

Brailsford & Dunlavey, Inc.	
BAFO Advisory Hourly Rates: Discounted 5%	
Title	Rate
Project Analyst	\$204
Senior Analyst/Assistant Project Manager	\$214
Associate/Project Manager	\$314
Senior Associate/Senior Project Manager	\$352
Director/Regional Vice President	\$413
Executive Director/Vice President	\$456
Senior Vice President	\$532
Executive Vice President	\$575
CEO / President	\$708

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

- IV. **CONTRACT ADMINISTRATION:** Mason will assign an individual to shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- V. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VI. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

- A. This signed Contract;

- B. Data Security Addendum (attached);
- C. Contractor's Best and Final Offer dated 2/6/23 (attached);
- D. RFP No. GMU-1827-23 (attached);
- E. Contractor's proposal dated 10/5/22 (attached).

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

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

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

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

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

IX. STANDARD TERMS AND CONDITIONS:

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

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents 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:** 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:** N/A. Services that may be provided

- under this contract will not contain personally identifiable information.
- 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:**
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:** Both parties 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 either 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.
 - 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.
 - 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:** N/A.
 - 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.

Notwithstanding anything to the contrary contained in this Contract, Contractor shall retain all right, title, and interest in and to all of its Proprietary Models that were pre-existing before the Effective Date and may be used to create work product for Mason pursuant to this Contract. As used herein, "Proprietary Models" shall mean all patents, trademarks, copyrights, trade secrets, registered designs, service marks, trade names, logos, inventions, and all other intellectual property rights relating to proprietary software, analytical models, methods, and techniques that Contractor owns and uses in the course of its business activities, including, without limitation, performing work pursuant to this Contract.

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, 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. 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: N/A.

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.

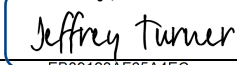
TT. NONSOLICITATION: In consideration of Contractor's agreement to provide services pursuant to this Contract through valued employees who may have specialized knowledge of Contractor's trade secrets, intellectual property, and proprietary methods, Mason covenants and agrees that, during the term of this Contract and for a period of twelve (12) months thereafter, neither Mason nor any of its affiliates or subsidiaries shall, without Contractor's prior written consent: (i) solicit or hire as an employee of Mason, (ii) solicit or retain as an independent contractor to Mason, or (iii) otherwise induce, influence, or encourage to terminate employment with Contractor any current or former employee of Contractor who performed any services for Mason under this Contract while employed by Contractor; provided, however, that this restriction shall not apply to employees of Contractor's formally terminated by Contractor prior to Mason's solicitation or influence thereof or Contractor's current or former employees who respond to a general advertisement for employment placed by Mason.

UU. LIMITATION OF LIABILITY: Neither party shall be liable to the other party for any consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except as may arise from breach of Section CC or as may be necessary to provide indemnification in accordance with Section Y against actions or claims asserted by third parties.

VV. NO PERSONAL LIABILITY: All actions or claims against either Mason or Contractor arising under or relating to this Contract shall be made only against such party as a corporation or other legal entity, and any liability relating thereto shall be enforceable only against the assets of such party.

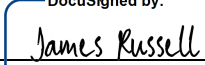
WW. ESTIMATES AND PROJECTIONS: Estimates and projections relating to development budgets, finance, and other aspects of Contractor's analysis, which may be reduced to writing in the services by Contractor pursuant to this Contract, will be based upon reasonable assumptions, information provided to Contractor by Mason or other sources, reasonable analytical techniques, and professional judgment. Actual costs and financial performance, however, will be influenced by market and other external factors. Accordingly, Contractor does not represent or warrant that its estimates and projections will reflect Mason's actual costs and financial performance.

Brailsford & Dunsen, Inc.

Signature 
EB89123AF65A4EC...

Name: Jeffrey Turner

George Mason University

DocuSigned by:
Signature 
2F61E096C77E4DC...

Name: James Russell

Title: Executive Vice President
Date: 3/9/2023

Title: Purchasing Director
Date: 3/10/2023

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

This Addendum supplements the above-referenced Contract between the University and Brailsford & Dunlavey dated 3/10/23. It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Security Breach

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

5. Audits

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

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

Contractor**George Mason University**

DocuSigned by:

Jeffrey Turner

E889123AF05A4EC...

Signature

Jeffrey Turner

Name:

Title: Executive Vice President

Date: 3/9/2023

DocuSigned by:

James Russell

2F64E006C77E4DC...

Signature

James Russell

Name:

Title: Purchasing Director

Date: 3/10/2023

February 6, 2023

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

RE: Best and Final Offer for RFP GMU - 1827- 23

Dear Ms. Reynolds,

Thank you for the notification of Brailsford & Dunlavey's ("B&D") advancement to the best and final offer phase ("BAFO") for RFP GMU-1827-23. We are excited to provide George Mason University ("GMU" or "Mason") with our response to its request for B&D's BAFO and to begin working with Mason on transformative projects.

Headquartered in the DC metropolitan area for 30 years, B&D is advantageously located to enable the full harnessing of the firm's capabilities in support of GMU's strategic initiatives. We pride ourselves on our deep knowledge of the local and regional markets and our longstanding relationship with Mason.

With a growing higher education portfolio of over 850 college and university clients, B&D recognizes today's higher education landscape is a challenging operating environment and resources are constrained. In recognition of this current operating dynamic, our relationship with Mason as a current partner, and in the interest of good faith, B&D proposes reducing our 2023 hourly rates – which we presented in our initial submission – by (5%) five percent and honor the revised rates through 2024. For your review, we have provided the reduced rates in the following table:

Brailsford & Dunlavey, Inc.	
BAFO Advisory Hourly Rates: Discounted 5%	
Title	Rate
Project Analyst	\$204
Senior Analyst/Assistant Project Manager	\$214
Associate/Project Manager	\$314
Senior Associate/Senior Project Manager	\$352
Director/Regional Vice President	\$413
Executive Director/Vice President	\$456
Senior Vice President	\$532
Executive Vice President	\$575
CEO / President	\$708

Thank you for the opportunity to continue partnering with George Mason University, and please feel free to reach out to me at 202-266-3490 or pbrailsford@bdconnect.com to discuss further.

Sincerely,



Paul Brailsford
 CEO



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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

during said period.

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

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

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

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

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

pre-authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. **Employee Background Checks and Qualifications**

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

4. **Security Breach**

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

5. **Audits**

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

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

Selected Firm/Vendor

George Mason University

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____



Academic & Business Consulting Services

GMU-1827-23 / OCTOBER 26, 2022



BRAILSFORD & DUNLAVEY

INSPIRE. EMPOWER. ADVANCE.

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PROCEDURAL INFORMATION



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: Brailsford & Dunlavey, Inc.

DBA: Brailsford & Dunlavey

Address: 1140 Connecticut Ave., NW Suite 400
Washington, DC 20036

Date: 10/5/2022

By: 
Signature

FEI/FIN No. 52-1847085

Name: Jeffrey Turner, LEED AP

Fax No. 202-289-6461

Title: Executive Vice President

Email: jturner@bdconnect.com

Telephone No. 202-289-4455

SWaM Certified: Yes: _____ No: X (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/Officer because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

GEORGE MASON UNIVERSITY ACADEMIC & BUSINESS CONSULTING SERVICES



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.

Brailsford & Dunlavey

NAME OF FIRM

Jeffrey Turner, Executive Vice President

NAME (Print or typed)

A handwritten signature in black ink, appearing to read 'Jeffrey P. Turner', written over a horizontal line.

SIGNATURE

10/5/2022

DATE

GEORGE MASON UNIVERSITY ACADEMIC & BUSINESS CONSULTING SERVICES



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.

Brailsford & Dunlavey

NAME OF FIRM

Jeffrey Turner, Executive Vice President

NAME (Print or typed)

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SIGNATURE

10/5/2022

DATE

GEORGE MASON UNIVERSITY ACADEMIC & BUSINESS CONSULTING SERVICES



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. 3:

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.

Brailsford & Dunlavey

NAME OF FIRM

Jeffrey Turner, Executive Vice President

NAME (Print or typed)

A handwritten signature in black ink, appearing to read 'Jeffrey P. Turner', written over a horizontal line.

SIGNATURE

10/13/2022

DATE

GEORGE MASON UNIVERSITY ACADEMIC & BUSINESS CONSULTING SERVICES



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.

Brailsford & Dunlavey

NAME OF FIRM

Jeffrey Turner, Executive Vice President

NAME (Print or typed)

A handwritten signature in black ink, appearing to read 'Jeffrey P. Turner', written over a horizontal line.

SIGNATURE

10/21/2022

DATE

GEORGE MASON UNIVERSITY ACADEMIC & BUSINESS CONSULTING SERVICES



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: Brailsford & Dunlavey, Inc.

Preparer Name: Jeffrey Turner, Executive Vice President **Date:** 10/5/2022

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: N/A Certification Date: _____

Payment Preference

B&D prefers Option 3 - Net 30 Payment Terms.

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EXECUTIVE SUMMARY



BRAILSFORD & DUNLAVEY

Brailsford & Dunlavey, Inc.
1140 Connecticut Ave., NW, Suite 400, Washington, DC 20036
phone 202.289.4455

October 26, 2022

Ms. Davena Reynolds, Senior Buyer
Mr. James F. Russell, Director
Purchasing Department
George Mason University
4400 University Drive
Fairfax, VA 22030

Dear Ms. Reynolds, Mr. Russell, and Selection Committee Members,

Brailsford & Dunlavey (“B&D”) is excited to submit this response to George Mason University for Public Private Partnerships and Operational Planning Advisory Services. B&D recognizes the vital role Mason plays in delivering comprehensive and accessible educational opportunities to the residents of the Commonwealth of Virginia as well as students from beyond its borders. We also recognize, and commend the university, on its aspirations to be a leading higher education innovator in the 21st century.

To launch and manage new initiatives that will take Mason into the future and help achieve its vision of innovation, growth, and access, the university must engage a like-minded and experienced advisor—one that has proven experience working with large multi-campus higher education institutions on comprehensive strategies that redefine experience, ensure financial longevity for years to come, and advance the institution towards its goals. Mason should also desire an advisor that prioritizes the value of defining outcomes through a proven methodology and process, and a partner that is trusted in the industry.

We believe the partner Mason is looking for is B&D. B&D’s depth of knowledge and experience in collaborating with our clients to identify, evaluate, and launch new partnership-oriented ventures and optimize their real estate and operational assets across the enterprise is unmatched. Our team is well-suited to advise Mason for many reasons, including the following:

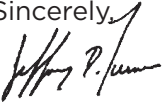
We are the national leader in providing advisory services related to the development, operation, and management of higher education campuses. Since 1993, B&D has advised over 800 colleges and universities across the country, including dozens in the Commonwealth of Virginia and Mid-Atlantic region, with a particular focus on maximizing the market effectiveness, financial performance, and strategic value of our clients’ decisions and resulting investments. As a result, we have extensive experience advising clients on how to optimize the performance of their campus resources, including in-depth market research, analysis of operating performance, and valuation of real estate assets.



We are owner-only, best-in-class higher education advisors. B&D has advised higher education clients on over \$8 billion in revenue-generating real estate assets. Our effectiveness as an advisor has resulted in our firm being recognized by the publication *P3 Bulletin* as a finalist for its “Technical Advisor of the Year” award. In short, we are on the leading edge of the national market data and trends for the industry, which provides our clients the advantage of having a partner who is focused on achieving outcomes that are in their best interest and reflect their strategic priorities.

Our management advisors understand colleges and universities better than anyone. B&D’s advisors have previously served as college and university administrators, including CFOs, student affairs and facilities professionals, construction managers, and architects among others. Additionally, having our corporate headquarters located in Washington, DC ensures that Mason will have timely access to our most experienced advisors.

For these reasons, B&D is uniquely positioned to advise the university and support its confident decision-making. The following pages provide more detail regarding B&D’s appropriateness for the role of advisor in response to the requested information contained in RFP GMU-1827-23. If you have any question, do not hesitate to contact me at jturner@bdconnect.com or 202-255-5893. We look forward to talking with you again soon.

Sincerely,


Jeffrey D. Turner, LEED AP
Executive Vice President

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GENERAL FIRM BACKGROUND
& INFORMATION

BRAILSFORD & DUNLAVEY

Brailsford & Dunlavey leads the planning, development, and management of the places that shape and strengthen our communities. As a trusted partner, we empower colleges & universities to ask the right questions and develop solutions that achieve their bold visions.

About Brailsford & Dunlavey

For nearly 30 years, B&D has been a leader in implementing creative solutions for higher education clients to grow and maximize the value of their physical and operational assets.

With over 1,500 projects completed, our wealth of experience means that we are sought out by any and every type of school, including the ones driving trends and best practices on today's campuses—from innovation districts to campus energy P3s.

We understand the challenging environments in which colleges and universities operate, and we work with our clients to find and deliver clarity on the optimum solution for their institutional complexities—whether planning, developing, monetizing, or operating a campus facility and its programs.

Our advisory toolbox includes a series of analytical and project management activities, ranging from detailed market analysis and financial modeling to development structure consulting and construction oversight.

Given our on-going experience working with other colleges and universities, we will continue to use our predictive analytics, financial analysis, solution design, and operational analysis to systematically understand the initiative's unique opportunity to deliver value to Mason.

Listed among *Engineering News-Record's* "Top 50 Program Management Firms," B&D is a minority-owned business headquartered in Washington, D.C., with additional offices in Atlanta, Austin, Boston, Chicago, Northern California, and Southern California—and features a client base in all 50 states.

- a. Are you currently involved in litigation with any party? **No**
- b. List any investigation or action from any state, local, federal or other regulatory body related to your firm in the last three years. **None**
- c. Lawsuits that involved your firm in the last three years. **None**
- d. In the past 10 years has your firm's name changed? **No**

A Summary of Our Team's Experience—By Asset Class and Service

B&D has experience advising on a variety of asset classes. Our approach involves a carefully sequenced series of analyses, judgments, and decisions that support our clients' mission-driven objectives. Additionally, our experience in the full range of development from inception of an idea through opening gives us the ability to advise on the best solutions for Mason.

B&D Experience by Asset Class	Project Continuum			
	Project Definition	Partner Selection/ Solution Identification	Partner Engagement/ Implementation Plan	Implementation Oversight
Asset Types				
Research, Innovation, & Office	✓	✓	✓	✓
Facilities Management	✓	✓	✓	✓
Hospitality / Hotel	✓	✓	✓	✓
Campus Retail	✓	✓	✓	✓
Dining	✓	✓	✓	✓
Affordable Housing	✓	✓	✓	✓
Market Rate Housing	✓	✓	✓	✓
Student Housing	✓	✓	✓	✓
Energy	✓	✓	✓	✓
Athletics and Recreation	✓	✓	✓	✓
Conference Services	✓	✓	✓	✓
Technology	✓	✓	✓	✓
Child Care	✓	✓	✓	✓
Parking & Transportation	✓	✓	✓	✓
Public Safety	✓	✓	✓	✓

B&D also holds IDIQ master contracts with many organizations including Virginia Commonwealth University, Texas State University System, University of Florida, University of Wisconsin System, Dormitory Authority of the State of New York, California State University System, District of Columbia Department of General Services, and the Commonwealth of Kentucky.

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REFERENCES & ENGAGEMENTS

Our proposed team has experience advising higher education clients on a variety of projects, including P3s, operational planning, and change management. A sample of this experience follows.

Louisiana State University

| Baton Rouge, LA

P3 Development Advisory Services

Dates: 2012 - present; Value: \$1M+

CLIENT OPPORTUNITIES

- › Transform the Nicholson Drive corridor—the largest underdeveloped tract of university-owned property adjacent to the campus core—into a mixed-use gateway development and assess the benefits of implementing the project through a public-private partnership
- › Assist in the development of the LSU REFF (Real Estate and Facilities Foundation) to enable the implementation of these projects

B&D APPROACH

- › Led a project definition exercise with university stakeholders and leadership that refined development concepts for each project and produced agreed-upon roles within the potential development structure
- › Managed the process that led to the selection of a private partner and formulated an assessment that reduced risk and drove value for both the public and private partners
- › Assisted LSU in reaching a successful financial close and ultimate groundbreaking for Phases I-III

PROJECT OUTCOMES

- › **\$400M P3 development** LSU partnered with RISE; A Real Estate Company—one of the **largest projects ever constructed** in Baton Rouge

Reference Mr. Patrick Martin
Assistant Vice President, Real Estate, Public
Partnerships, & Compliance
p 225-578-6832 | e pmartin@lsu.edu

“

As an institution we didn't have a knowledgeable leader to guide the process, and that made us quite nervous as we were about to launch such an ambitious P3 project. What Brailsford & Dunlavey provided from the project's beginning were the leadership and technical skills to manage through complex situations, and most importantly, ensure quality results.”

PATRICK MARTIN /

Assistant Vice President, Real Estate, Public
Partnerships, and Compliance, LSU



Rutgers University

| New Brunswick, NJ

Computerized Workorder Management System
Assessment, Procurement, & Implementation
Dates: 2019 - 2020 & 2021 - 2022; Value: \$148,923

CLIENT OPPORTUNITIES

- › Assess current Computerized Workorder Management System (CWMS) to identify opportunities to empower Institutional Planning & Operations’ (IP&O) customers with increased transparency for work order status information, increase technician productivity, reduce the use of shadow systems, and strengthen data reliability and reporting
- › Develop a comprehensive and collaborative approach to procuring and implementing a new CWMS to meet project goals and gain enterprise-wide adoption

B&D APPROACH

- › Initiated interview and data analyses to understand the impact IP&O’s current CWMS operating paradigm has on intradepartmental relationships, business processes, customer satisfaction, and IP&O staff effectiveness
- › Developed a peer institution comparison to provide context for IP&O’s current CWMS operating model, how its management and function compares to other similarly organized universities, and to identify best practices
- › Established decision-making criteria to illustrate the financial, timeframe, personnel, interoperability, and operational impacts of CWMS implementation approaches
- › Developed solution implementation strategy integrating project management and change management techniques to ensure project success

PROJECT OUTCOMES

- › Established **key performance indicators** to measure the impact of a new CWMS on customer satisfaction, operational effectiveness and efficiency, staff accountability, and activity transparency
- › Developed **comprehensive RFP package for a new CWMS incorporating a response framework** enabling apples-to-apples comparison and effective evaluation

Reference

Mr. Henry Velez
Vice President, Business Services
p 848-445-3000 | e henry.x.velez@rutgers.edu

University of South Florida

| Tampa & St. Petersburg, FL

Management Advisory Services
Dates: 2021 (Apr.-Oct.); Value: \$90,590

CLIENT OPPORTUNITIES

- › Assess the market opportunity for on-campus housing at the Tampa and St. Petersburg campuses
- › Develop an implementation strategy that responds appropriately to current and future market conditions to determine the future of its on-campus housing portfolio

B&D APPROACH

- › Established a clear understanding of the housing systems’ occupancy and marketing performance to understand, at the submarket level, how they compare to off-campus housing and national comparable universities
- › Developed a recommended strategy regarding the most effective approach to optimize the occupancy of USF’s Tampa and St. Petersburg on-campus student housing systems with the objective of improving the financial performance of the enterprises
- › Defined the sequence of steps to support the university’s implementation of the recommended occupancy-enhancement strategy, including any necessary adjustments to rental rates, the marketing plan, or other aspects of the current leasing approach to positively impact performance

PROJECT OUTCOMES

- › The highly competitive off-campus housing market poses a threat to the Tampa campus’ housing success, creating an **opportunity to better leverage the existing assets** to create a more competitive and desirable on-campus housing market for long-term success
- › Due to issues in the St. Pete student population and limited brand recognition, recommended **repositioning the campus’ existing on-campus housing** to better respond to the current population while adjusting various policies to unify the residential experience

Reference

Ms. Ana Hernandez
Assistant Vice President,
Housing & Residential Education
p 813-974-4262 | e ahernandez@usf.edu

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New Mexico State University

| Las Cruces, NM

P3 Advisory Services

Dates: 2019 - 2020; Value: \$150,000

CLIENT OPPORTUNITY

- › Limited realization of synergies between campus assets (physical and operational) constrained the efficiency of resource allocation and deployment, leading to inconsistent practices/policies across reporting lines that led to suboptimal student/ user experiences

B&D APPROACH

- › Identified preliminary synergies across assets
- › Conducted a strategic market engagement and procurement process to identify potential partner(s) to maximize value back to the university through innovative solutions impacting revenue generation, service quality, and cost efficiency
- › Implemented a governance structure to manage the third-party agreement to enhance decision-making, manage risk, and guide the partnership through new initiatives

PROJECT OUTCOMES

- › Expose availability of **more than \$1B of market investments** made in campus assets
- › Establish long-term, third-party **resources and expertise to deploy in alignment with NMSU's strategic plan**

Reference

Ms. D'Anne Stuart
Associate Vice President for
Administration & Finance
p 575-646-7793 | **e** dstuart@nmsu.edu

University of Central Florida

| Orlando, FL

Housing Operations & Management Plan

Dates: 2020 - 2021; Value: \$52,660

CLIENT OPPORTUNITIES

- › Respond to a mandate by the Board of Trustees to address an unsustainable financial trajectory for the housing system without raising costs to students
- › Assess the potential for a P3 student housing manager to reduce costs and provide value compared to an internal strategy

B&D APPROACH

- › Conducted detailed financial analysis of UCF's housing portfolio, including assets owned by the university, multiple Direct Support Organizations, and independent non-profit organizations to identify opportunities to optimize the management of housing assets
- › Carried out an extensive and customized benchmarking effort against peer university housing systems and private-sector service providers to understand where UCF's operations provided value and where greater efficiency could be achieved
- › Worked with university stakeholders to develop an implementation plan for achieving identified cost savings and maintaining reduced expenses going forward, including an updated interdepartmental Memorandum of Understanding governing housing operations

PROJECT OUTCOMES

- › Identified **over \$2M in operating savings** that will enable housing to reinvest in its facilities and support additional university initiatives going forward without negatively impacting the student experience
- › Determined that in UCF's case, a **strategy to reduce expenses and modify the interdepartmental budgeting process for housing would result in better financial and student outcomes** than contracting for housing management by a third-party provider

Reference

Mr. Gerald Hector
Senior Vice President for Administration
and Finance
p 407-823-2387 | **e** gerald.hector@ucf.edu

University of Houston

| Houston, TX

Auxiliary Operations Advisory Services

Dates: 2019 - 2020; Value: \$125,000

CLIENT OPPORTUNITIES

- › Develop a strategic decision-making process to guide growth and evolution of auxiliary services system-wide, spanning four universities and nine campuses
- › Adapt services to meet unique needs of students, faculty, and staff at each university while taking steps toward financial sustainability across the enterprise

B&D APPROACH

- › Reviewed existing conditions and assessed utilization, satisfaction, and financial performance of each asset
- › Guided the creation of a strategic decision-making framework based on institutional values
- › Performed audit of contract management and fiscal administration practices
- › Conducted a competitive context analysis to understand service capabilities in relation to peer intuitions
- › Developed assessment system to weigh each asset’s performance against mission centrality

PROJECT OUTCOMES

- › Created a new set of **guiding principles for auxiliaries management, a framework for future decision-making, and an outline of initial steps** that should be taken at the System and university levels to reach targeted financial and operational goals

Reference

Dr. Emily Messa
Associate Vice Chancellor / Associate Vice President for Administration
p 832-842-8184 | e eamessa@uh.edu

Tennessee Tech University

| Cookeville, TN

Housing Operations Assessment

Dates: 2020 - 2021; Value: \$139,305

CLIENT OPPORTUNITIES

- › Assess housing’s operations and propose recommendations to support housing’s capacity to drive value in alignment with the university’s strategic objectives
- › Focus on the student experience and the role of the residential experience in student recruitment, retention, and persistence through graduation

B&D APPROACH

- › Guided the creation of a strategic decision-making framework for the project based on institutional values
- › Conducted detailed assessment of organizational structure, culture, staffing levels and capabilities, business processes and systems, and performance metrics to identify operational improvement opportunities
- › Analyzed housing’s budget development and management processes to identify resource allocation misalignment and opportunities to improve financial planning
- › Surveyed institutional peers to identify best practices for staffing, organizing housing operations, and compensating staff

PROJECT OUTCOMES

- › Realignment of housing organization structure to **improve accountability and clarify roles and responsibilities** and improve operational effectiveness
- › Leveraged the broader scale of auxiliaries to implement a **shared services model** to provide uniform deployment of IT, financial reporting and planning, and facilities management services to improve transparency and the resident experience

Reference

Ms. Kerri Demeri, CASP
Former Director of Auxiliaries
Current Director of Auxiliaries at Florida Poly
p 863-874-8560 | e kdemeri@floridapoly.edu

5

APPROACH

As the largest public higher education university in Virginia, we recognize that Mason is building institutional capabilities to launch and manage new initiatives that will take the university into the future and help achieve its vision of innovation, growth, and access. To support this objective, our focus will be on helping the university “get its campus assets right.” This means ensuring that future real estate and operational initiatives best respond to the relevant market conditions and result in transformational outcomes that advance Mason’s strategic priorities..

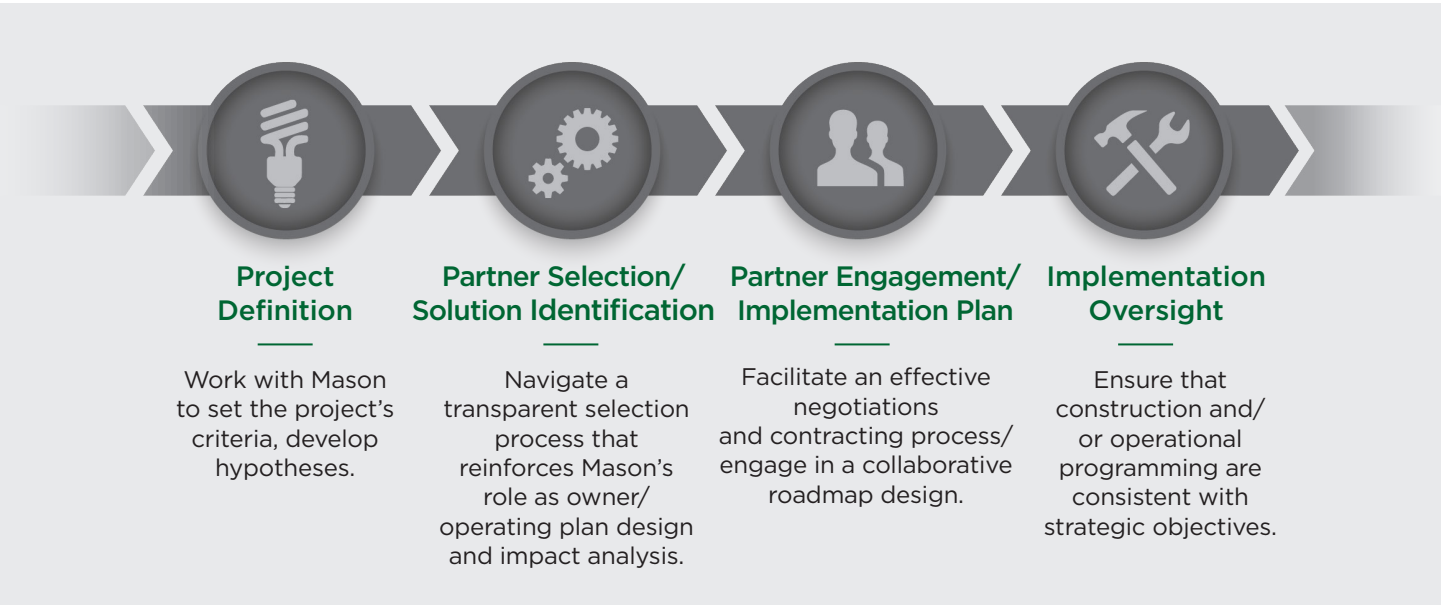
In response to the scope items outlined in the RFP, B&D proposes to provide advisory services **focused on two (2) areas of support: Public-Private Partnership Advisory and Operational Planning Advisory**. It is easy for us to imagine specific questions or topics that will require a blend of services between these two areas (and potentially others)—many times, the optimal answer requires an integration of thought and expertise across multiple disciplines. B&D’s unparalleled experience and industry-leading methodologies in each of the areas outlined below uniquely positions our firm to support Mason in a manner that cannot be matched by the competition. Through each engagement, the university should expect its interactions with B&D to result in:

- › Clarity regarding the success criteria and project goals for the engagement;
- › Industry-leading research and market analysis;
- › Creative, outcome-focused solutions; and,
- › Clearly communicated and compelling plans of action.

The information below is intended to summarize our advisory capabilities to address the key questions established by Mason’s RFP for academic and business consulting, and our commitment to deliver advice through a flexible, yet rigorous, series of analyses that maximizes the value of the university’s investment. As we do for all of our engagements, our firm looks forward to customizing a work plan for each identified initiative that advances the established project outcomes and supports the university’s broader strategic objectives. **Specifically, the following section clarifies how each of B&D’s two proposed areas of expertise addresses the services in the Scope of Work and the methodologies we employ to perform those services, and thus enabling the university to move forward in the manner that it desires.**

Proposed Approach

To maximize the value of our clients’ investments we have developed a proven four-phase process—**Project Definition, Partner Selection/ Solution Identification, Partner Engagement/Implementation Plan,** and **Implementation Oversight**—that works because it is driven by specific client-focused outcomes that are agreed upon at the outset of every initiative.



The approach that follows details how our proposed two areas of focus fit within the phases above.

FOCUS AREA 1: PUBLIC-PRIVATE PARTNERSHIP ADVISORY SERVICES

- 2. Helping large public and non-profit universities enter into public-private partnerships – decision criteria (deal structures)
- 7. Higher education strategy and facilitation of new partnerships (execution of RFP process and contract negotiations)
- 10. Business and financial modeling
- 11. Market analysis/market demand analysis
- 14. Extensive capital markets experience in higher education including both equity and debt issuances
- 17. Agility and reach—ability to assemble a relevant team of education experts quickly; strong network—developers, contractors, and operators

Project Definition

PROJECT VISION & DUE DILIGENCE

A clear definition of Mason's goals ensures that strategic vision remains the centerpiece of any project. B&D's Strategic Asset Value Analysis ("SAV") is a proprietary process to develop a decision-making framework with the project's key administrators and stakeholders through a series of questions about how the project must support the university's mission in order to maximize the value of the effort.

PLANNING & PROJECT OUTCOMES

A thorough understanding of market conditions will empower Mason to become the strongest owner possible. We analyze market depth and capital, and operational financial and service output, to enable university stakeholders to weigh options against a desired risk profile to make informed decisions and develop a plan that best fits their goals.

DETAILED MARKET ANALYSIS

B&D evaluates current market conditions related to the desired target market's needs. This often includes evaluating the on and off campus real estate and operating assets. This also entails quantifying the local offerings, their costs, amenities, and any other plans for future development and expansion to understand potential capture rates on a specific opportunity. B&D will also engage the market to gauge interest in the project from a development and/or operational perspective focusing on potential partners who have demonstrated success in delivering similar projects and operations in alignment with Mason's goals.

FINANCIAL ANALYSIS

In order to confirm the recommended approach for implementing the targeted project(s), obtaining an understanding of the university's financial position and organizational structure is necessary. B&D will work with Mason to develop a system-wide financial model that analyzes current and (projected) future performance to understand financial obligations, anticipated capital reinvestment or deferred maintenance projects, operating

GEORGE MASON UNIVERSITY ACADEMIC & BUSINESS CONSULTING SERVICES

expenses, and overall cash flow. Understanding this information is critical to determining the amount of risk that exists, which then allows Mason to identify and communicate (through any future solicitation) the amount of financial risk that should be transferred to a prospective development/operating partner.

VALUE FOR MONEY ANALYSIS

To inform decisions regarding prospective development and operating opportunities, B&D conducts a comprehensive development structuring, or “Value for Money” (VFM) Analysis. Mason stakeholders will be engaged to define the university’s desired risk tolerance as it relates to specific components of the development process and operating the asset(s). Such risks include project credit and balance sheet risk, delivery risk, and cash flow risk, operational staffing and expertise, and student experience among others. Stemming from that conversation, B&D develops a number of financial structuring scenarios that align with the desired risk tolerance and illustrates the potential trade-offs associated with pursuing different development and operating structures. This process defines Mason’s development and operating structure priorities and how they can be most effectively applied to the project’s implementation. This effort is integrated with the broader financial analysis to allow for integrated scenario testing for implementing the project with various financing structures.

TRANSACTION STRUCTURES

B&D advises the university on the advantages and disadvantages of various development and operating structures for a potential project. We assess the availability of potential funding sources and how they can be optimized to support the project, as well as the short- and long-term implications of various structures on the university’s financial position, staffing levels, and student experience. As part of the development activities, our team advises on delivery options ranging from design-build, design-build-finance, design-build-finance-maintain, design-build-finance-operate-maintain, or full concession. Determining the appropriate operating structure includes evaluating the current operating paradigm, its ability to achieve the project’s desired outcomes, and determining roles and responsibilities between the operator and the university based on risk profile.

Partner Selection**DEVELOPMENT OF RFP & PARTNER/PROJECT TEAM SELECTION**

Our team’s support of Mason’s procurement process, generally, would include the following activities:

- › Assist in Drafting the RFQ and RFP Documents
- › Support Development of Design and Operating Guidelines
- › Assist with a Pre-bid Meeting
- › Respond to Questions from Potential Bidders
- › Hold Work Sessions, if applicable
- › Develop Appropriate Addenda
- › Collect Responses from Bidders
- › Analyze Bids and Provide Summary Sheets for Mason
- › Assist with the Interviews and Final Selection

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The complexity of proposals is often overlooked during a solicitation process, and responses may be returned as apples, oranges, and bananas, creating a frustrating and unproductive environment where a true apples-to-apples comparison cannot be achieved. What makes B&D unique is that we focus our solicitation approach on normalizing the variables to create clarity and consistency between proposers. Our approach would allow evaluation of each potential teaming structure based on Mason's key financial, operational, and strategic objectives identified during the project definition phase.

Partner Engagement

NEGOTIATIONS & CONTRACTING

With an understanding of Mason's core values and how they should be applied to the project, our team is ideally suited to review, negotiate, and revise structuring and deal terms to protect the university's interests. Advocating for the university and being a consistent voice at every step of the negotiation and contracting process, B&D will help Mason maximize its financial interests and campus community objectives by:

- › Assisting in establishing advantageous contractual terms and supporting Mason's counsel in the drafting of any engagement or transaction documents, including memorandums of understanding (MOUs), letters of intent (LOI), land development agreements (LDAs), joint venture (JV) documents, pre-development agreements, operating agreements, management agreements, ground leases, or any other contractual documents associated with each project.
- › Providing guidance on elements such as payment structures, revenue sharing provisions, development and expansion obligations, site condition provisions, contractor warranties, default and termination provisions, liquidated damages, and development and/or operational performance requirements that will form the basis of balanced risk sharing under any agreement for each project.
- › Working collaboratively with counsel in crafting the optimal business terms for the university, taking into account that the types of agreements that will be required for the project are subject to the financial structure that is selected.
- › Managing a shadow financial model throughout the process to ensure that as levers are pulled throughout negotiations, Mason has a clear understanding of the final deal structure.
- › Reconciling the model through the establishment of the Guaranteed Maximum Price (GMP), operating costs, and ultimate execution of appropriate financial closing agreements.
- › Placing emphasis on ensuring that arrangements or agreements between Mason and a partner(s) are in the best interest of the university and consistent with the strategic drivers established at the outset of the process.

DESIGN OVERSIGHT

As part of partnership engagement and negotiation, the team could also lead a collaborative design process to generate a GMP and simultaneously develop and finalize all applicable agreements and financing documents.

Implementation Oversight

PROJECT VISION & DUE DILIGENCE

As the owner’s representative, B&D would ensure that the design and construction activities are consistent with the strategic objectives to maximize the value of its investment. Our team works closely with the selected development partners, design and engineering professionals, other consultants, and construction managers to ensure that the organization’s vision and interests remain at the forefront of all project decision making. We closely monitor the implementation activities listed below and make regular reports to ensure that the organization is completely in control of the development process.

- › Budget
- › Schedule
- › Financing Requirements
- › Mobilization
- › Communication
- › Value Engineering
- › Quality Control
- › Field Reports
- › Change Orders
- › Requisition Review
- › Inspections
- › Completion
- › Commissioning
- › Post-Occupancy Issue Resolution
- › Operational Transition Plan
- › Key Performance Indicators

FOCUS AREA 2: OPERATIONAL PLANNING ADVISORY SERVICES

1. Higher education benchmarking and data analysis
3. Financial analysis and budget planning
6. Organizational and operational assessments and improvements
8. Strategic communication and change management of new initiatives or joint ventures
18. Business process mapping, automation and change management consulting

Project Definition

PROJECT INITIATION

Getting the plan right requires a detailed understanding of the operational asset. We will accomplish this through facility tours and interviews with key stakeholders. B&D will synthesize new information gleaned from tours, interviews, and data collection to understand existing policies and objectives related to campus life, student experience, enrollment and recruitment, academic priorities, financial framework, and Mason’s brand identity. The discussions will also focus on the role that the operational asset must play in fostering the relationship between the university, its students, faculty / staff experience, town-gown relationships, and regional context.

DOCUMENTATION AND DATA REQUEST

To establish an initial foundation of an auditable baseline of operational performance from which the plan will build, B&D will submit an initial document and data request that will include facilities inventory, deferred maintenance and CIP reports, contracts, software systems, job descriptions, organizational charts, financials, customer surveys and other data/information. Relevant information pertaining to cost and revenue history will also be collected.

STRATEGIC ASSET VALUE (“SAV”) ANALYSIS – “CRITERIA SETTING”

For Mason’s operational assets to support achieving institutional goals, the criteria and objectives for the operational asset(s) success must be defined according to the university’s own values and culture. To that end, and similar to the public-private partnership process highlighted above, B&D will facilitate an SAV work session with key project stakeholders and university administrators to identify the strategic objectives of the operational asset(s) from their perspectives. The session will establish how to align Mason’s culture, mission, and vision with plans for the operational asset(s). B&D will work with Mason’s administrators to confirm how strategic outcomes align or differ and synthesize the criteria into a decision-making framework. By placing institutional mission at the forefront of any decision, B&D offers a process that will create an implementable plan that creates an operating paradigm for the operational asset(s) in alignment with institutional goals.

Solution Identification

TARGETED OPERATIONAL ANALYSIS

B&D will conduct a targeted analysis of Mason’s operational asset(s). The areas of focus of the assessment will be organizational structure, organizational culture, systems/tools/processes/protocols, human capital, and setting / applying standards. The findings will be used to identify improvement opportunities.

FINANCIAL ANALYSIS

B&D will develop financial models that reflect the operational asset’s current performance and operational objectives. The financial model will enable Mason to project future conditions and weigh options against a desired risk profile to select an operating paradigm that best achieves Mason’s goals.

PEER ANALYSIS

B&D will leverage its higher education network to provide Mason with a benchmarking analysis to compare its operational asset’s operating paradigm with its peers. The analysis will use a case study format focusing on identifying best practices and comparative operational data within the context of the strategic drivers for the plan. B&D and Mason will collaboratively select the institutions for the analysis.

MARKET ANALYSIS

Because Mason must get the plan right in the minds of the campus community, B&D will conduct a series of focus groups and develop an Internet-based survey to understand what students, faculty and staff desire. The findings will be used to evaluate preferences, services, delivery formats, costs and other critical factors related to the operational asset. The focus groups and survey will be used to discover, test, and confirm plan recommendations.

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To mitigate risk, Mason must also have a thorough understanding of external market conditions that can impact the operational asset's performance. B&D will evaluate current market conditions related to the operational asset through web searches, third-party reports, and phone interviews. This will include quantifying local service offerings, costs, and locations.

Implementation Plan

RECOMMENDATIONS DEVELOPMENT

The analyses, research, and findings from the Solutions Identification Phase will allow B&D to develop a set of recommendations that include service delivery enhancements, new operating structures, effective staffing models, market-driven pricing modifications, system optimization improvements, and policy and procedure enhancements. The recommendations will be incorporated into the operational asset's financial model to understand their financial impact. Additionally, the recommendations will respond directly to the criteria established in the Project Definition Phase to ensure the operational asset's new operating paradigm aligns with the university's strategic priorities, to ensure long-term financial viability by:

- › capturing additional revenue and reducing unnecessary expenses,
- › realizing operational efficiencies,
- › fostering a culture of continuous improvement,
- › identifying core activities that are better suited to be performed by an external partner, and
- › increasing standardization by applying clear and consolidated processes / protocols / policies, and improve the campus community experience.

KEY PERFORMANCE INDICATOR (KPI) IDENTIFICATION

B&D will translate the various analyses into concise KPIs for the operational asset to ensure that Mason's performance expectations are transparent, clear, and predictable. This will mitigate the risk of misalignment with long-term goals.

IMPLEMENTATION ROAD MAP

To optimize the value of Mason's investment, the recommendations for implementation must be sequenced to create "early wins" to increase buy-in from key stakeholders, and to allow ample time to socialize longer term recommendations requiring significant resources and broader campus input. Utilizing key stakeholder interviews from the Project Definition Phase and the analyses from the Solution Identification Phase, B&D will develop a comprehensive implementation roadmap for the project.

STRATEGIC COMMUNICATION PLAN

B&D will develop a strategic communications plan to assist Mason's leadership in communicating the process undertaken that has resulted in important decisions about how best to proceed in the operational asset's delivery of services. The communications plan will focus on articulating the criteria established and applied to all decision-making processes, and analyses conducted. This will be critical in proactively managing risks associated with internal and external perceptions, resistance to change, and fear of the unknown.

B&D will recommend to Mason how best to engage internal staff and campus stakeholders in anticipation of and during the transition towards an improved delivery model.

CHANGE MANAGEMENT

B&D believes in the power of effective change management to ensure project recommendations are implemented and new behavior required to achieve the goals of the operational asset is internalized by key stakeholders. Our team will critically integrate change management activities throughout the project to continuously prioritize the outcome of project adoption. Critical activities include identifying current pain points and desired success criteria, conducting stakeholder mapping & analysis, developing communication plans, and tailoring additional activities to respond to the key concerns and barriers to change identified amongst key stakeholder groups.

Implementation Oversight

FEEDBACK LOOP

As a follow-up to the Implementation Phase, B&D will develop key stakeholder and campus community communication processes to capture opportunities to adjust the new business processes, service delivery formats, and pricing to optimize the operational assets performance.

IMPLEMENTATION ROAD MAP

As socialization of longer-term recommendations evolve and more information becomes available to inform implementation decisions, B&D will work with Mason to prioritize the order in which recommendations are implemented and identify the required enabling resources.

Hourly Rates

Cost of Services / Hourly Rates

Per the RFP’s request, we have provided our table of hourly rates (right).

Pricing for specific scopes of work will be developed as requested by Mason and based on the submitted hourly rates by staff member.

B&D HOURLY RATES	
Project Analyst	\$215
Senior Analyst / Assistant Project Manager	\$225
Associate / Project Manager	\$330
Senior Associate / Senior Project Manager	\$370
Director / Regional Vice President	\$435
Executive Director / Vice President	\$480
Senior Vice President	\$560
Executive Vice President	\$605
CEO / President	\$745

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EXCEPTIONS TO THE CONTRACT

Exceptions to the Sample Contract

B&D has reviewed the Terms and Conditions in the Sample Contract. Once given a notice of intent to award we would like to have some further discussions specific to the following terms noted below.

1. Section N. Confidentiality of Personally Identifiable Information - request to delete, PII not applicable
2. Section U. Force Majeure - request language to be mutual
3. Section Z. Information Technology Access Act - request to delete, not applicable
4. Section BB. Intellectual Property - propose adding the following to this section:
 “Notwithstanding anything to the contrary contained in this Contract, Contractor shall retain all right, title, and interest in and to all of its Proprietary Models that were pre-existing before the Effective Date and may be used to create work product for Mason pursuant to this Contract. As used herein, “Proprietary Models” shall mean all patents, trademarks, copyrights, trade secrets, registered designs, service marks, trade names, logos, inventions, and all other intellectual property rights relating to proprietary software, analytical models, methods, and techniques that Contractor owns and uses in the course of its business activities, including, without limitation, performing work pursuant to this Contract.”
5. Section HH. Reporting of Crimes, Accidents, Fires and Other Emergencies - propose to delete, not applicable for the services provided
6. Section NN. University Data: delete sub-clause “f.”
7. Section PP. University Data Upon Termination or Expiration - delete this section, B&D agrees to protect information, but a return or destroy obligation greatly impedes our ability to continue work at Mason upon completion of the project.
8. Inclusion of a mutually acceptable terms for non-solicitation, limitation of liability, personal liability, estimates and projections, and dispute resolution.

SS. Nonsolicitation. In consideration of Contractor’s agreement to provide services pursuant to this Contract through valued employees who may have specialized knowledge of Contractor’s trade secrets, intellectual property, and proprietary methods, Mason covenants and agrees that, during the term of this Contract and for a period of twelve (12) months thereafter, neither Mason nor any of its affiliates or subsidiaries shall, without Contractor’s prior written consent: (i) solicit or hire as an employee of Mason, (ii) solicit or retain as an independent contractor to Mason, or (iii) otherwise induce, influence, or encourage to terminate employment with Contractor any current or former employee of Contractor who performed

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any services for Mason under this Contract while employed by Contractor; provided, however, that this restriction shall not apply to employees of Contractor's formally terminated by Contractor prior to Mason's solicitation or influence thereof or Contractor's current or former employees who respond to a general advertisement for employment placed by Mason.

TT. Limitation of Liability. Neither party shall be liable to the other party for any consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except as may arise from breach of Section BB or as may be necessary to provide indemnification in accordance with Section X against actions or claims asserted by third parties.

UU. No Personal Liability. All actions or claims against either Mason or Contractor arising under or relating to this Contract shall be made only against such party as a corporation or other legal entity, and any liability relating thereto shall be enforceable only against the assets of such party.

VV. Estimates and Projections. Estimates and projections relating to development budgets, finance, and other aspects of Contractor's analysis, which may be reduced to writing in the services by Contractor pursuant to this Contract, will be based upon reasonable assumptions, information provided to Contractor by Mason or other sources, reasonable analytical techniques, and professional judgment. Actual costs and financial performance, however, will be influenced by market and other external factors. Accordingly, Contractor does not represent or warrant that its estimates and projections will reflect Mason's actual costs and financial performance.

WW. Dispute Resolution.

1. The parties shall attempt to settle any dispute, disagreement, or claim arising out of, or in any way related to, this Contract through good faith consultations between appropriate representatives of each party. Subject to the provisions of Subsection WW.2 below, any dispute, disagreement, or claim that is not resolved to the parties' mutual satisfaction within thirty (30) days (or such longer period as may be mutually agreed at the time) from the date either party invokes this provision through written notice to the other party, shall be resolved through binding arbitration in [insert city and state] in accordance with the rules and procedures of the American Arbitration Association ("AAA"), as amended by this Agreement. The parties shall share the costs of arbitration, including the fees and expenses of the arbitrator, equally unless the arbitration award provides otherwise. Each party shall bear the legal fees and expenses incurred in preparing and presenting its own case. The arbitrator's authority to grant relief shall be subject to the provisions of this Contract, the United States Arbitration Act ("USAA"), and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

2. Nothing in this Contract shall be construed to prevent either party from moving a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other emergency relief to restrain the other party from releasing work product, or Proprietary Models to a third party, or seeking to transfer intellectual property rights thereto, in contravention of Section BB above. Each party shall be entitled to assert damage claims in such proceedings.

3. Nothing in this Section WW shall be construed to limit or otherwise affect Mason's right to terminate this Contract pursuant to the provisions of Section I of this Contract.

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APPENDIX - RESUMES



Paul Brailsford

CEO

PROFESSIONAL BACKGROUND AND HIGHLIGHTS

- › Co-founder of Brailsford & Dunlavey with 35+ years of experience
- › Nationally recognized advisor for innovative applications of market and financial analyses for the development of higher education facilities
- › Special focus on higher education institutional strategy and operational efficiency
- › Widely-published author, workshop leader, and speaker at national conferences and symposia
- › Mentor and innovator, dedicated to building the firm and maintaining its commitment to diversity, relationship building, and excellence in client service

SELECT PROJECT EXPERIENCE

George Mason University

- › Student Housing Advisory Services
- › Athletic and Recreation Master Plan
- › Student Union Planning

University of the District of Columbia

- › Strategic Framework Plan

George Washington University

- › Student Housing Advisory Services
- › Residential Dining Advisory Services

Bradley University

- › Campus Framework Plan

New Mexico State University

- › Comprehensive Facilities and Auxiliary P3 Advisory Services

Louisiana State University

- › Campus Edge Development Analysis, Monetization Analysis, and P3 Development Advisory

Houston Baptist University

- › Mixed-Use P3 Development Advisory Services

Jacksonville State University

- › Development Advisory Services and Program Management

Marshall University

- › Analysis and Program Management

University of Pittsburgh

- › Development Advisory Support Services

Virginia Commonwealth University

- › West Hospital P3 Development Advisory Services



B.A. Economics, University of Maryland at College Park



The Urban Land Institute

The International Economic Development Council



NoCRSA State Workshop — Presenter “The Power of Purpose”

Bisnow — “Absolutely Terrific”

Interface Student Housing Real Estate Conference — Presenter “An Industry Overview”

National Press Club Event, sponsored by DCBIA — Presenter “The University Tower as a Tower of Strength”



Jeffrey Turner, LEED AP

EXECUTIVE VICE PRESIDENT

PROFESSIONAL BACKGROUND AND HIGHLIGHTS

- › Co-leader of Brailsford & Dunlavey's higher education and public-private partnership practice groups
- › Diversified background in higher education planning, program management, and public-private partnerships
- › Has led over 600 higher education projects across the country
- › Highly sophisticated engineer of complex financial models that test the performance of facilities under a wide array of market conditions
- › Author and speaker on a wide variety of industry topics, ranging from non-traditional funding methods to the state of the higher education public-private partnership industry



M.B.A., Johns Hopkins University

M.S. Real Estate,
Johns Hopkins University

B.B.A. Finance,
The George Washington University



Leadership in Energy &
Environmental Design (LEED)
Accredited Professional

Adjunct Professor, School of
Professional Studies in Business and
Education, Johns Hopkins University



2021 — Keynote Opener "P3 State of
the Industry"

2021 — Presenter "Innovation
District P3s - The New "Town Gown"
Partnerships"

2021 — Presenter "Student Housing:
Finding the Silver Lining"

2020 — Presenter "P3 Trends and
On-Campus Housing Update"

2020 — Presenter "P3 State of the
Industry Report: A Predictable 2019,
a Very Unpredictable 2020"

2020 — Presenter "Return to
Campus: Scenario Planning for
Varying Institution Types"

2020 — Article "Bucknell Invests
in Downtown Lewisburg: A Q&A
Assessing the Effort 10 Years In"

2017 — Presenter "Alternative
Methods for Financing & Delivering
Student Housing"

SELECT PROJECT EXPERIENCE

George Mason University

- › Student Housing Advisory Services
- › Workforce Housing Development
Advisory & Program Management
Services
- › Athletic and Recreation
Master Plan
- › Student Union Planning

The College of William & Mary

- › P3 Development Advisory Services

Bucknell University

- › Campus Edge Development
Advisory Services

University of West Florida

- › University Park Development
Advisor, Detailed Programming,
Implementation Support, FF&E
Support, and Design/Build
Selection Support

Virginia Commonwealth University

- › Campus Development Advisory
Services
- › West Hospital Development
Advisory Services

George Washington University

- › Advisory Services

California State University, Dominguez Hills

- › P3 Development Advisory Services

California State University, Fullerton

- › Mixed-use and Student Housing
Development Advisory Services

Montana State University

- › P3 Evaluation

New Mexico State University

- › Development Advisory Services

Orange Coast College

- › P3 Development Advisor

Southern Oregon University

- › P3 Evaluation, Student Housing
Assessment, and Financial Analysis

University of California, Berkeley

- › P3 Advisory Services

St. Frances College

- › Development Advisory Support
Services



James Vigil

DIRECTOR

PROFESSIONAL BACKGROUND AND HIGHLIGHTS

- › 30 years of experience in higher education administration, including finance, auxiliaries, facilities, information technology, and public safety
- › Consulting portfolio includes business transformation services for streamlining organizational structures, resource optimization, and new net revenue generation
- › Identifies and executes opportunities to optimize resources for administrative and auxiliary services units, which have consistently resulted in identified savings and new net revenue generation of over 5% annually of unrestricted operating budgets
- › Presents at conferences for the National Association of College and University Business Officers and Academic Impressions' Public Private Partnership Institutes
- › Former Vice President for Administration and Interim Chief Financial Officer at Shepherd University (led 300-bed P3 project)



M.A. Corporate Communications,
West Virginia University

B.A. Business Administration,
University of St. Thomas

SELECT PROJECT EXPERIENCE

Rutgers University

- › Auxiliary Services Operational Assessment
- › Parking Plan
- › Computerized Work Order Management System Assessment, Procurement, and Implementation
- › Capital Project and Project Management System Implementation

University of Houston

- › Campus Business and Vision Development Advisory Services

Corning Community College

- › Housing Operator Procurement

Fairleigh Dickinson University

- › Housing Operator and Developer Procurement

Old Dominion University

- › Development Advisory Services

Tulane University

- › Campus Retail Planning

Tennessee Tech University

- › Student Housing Operational Assessment

California State University, Monterey Bay

- › Housing Operational Assessment

University of Delaware

- › Facilities' Planning and Project Delivery Group Operational Assessment
- › Policy and Procedure Manual Development for Planning and Project Delivery Group

University of Toledo

- › Housing Operator and Developer Procurement

University of Maine

- › Childcare Operational Assessment

University of North Carolina

- › Property Manager Solicitation Services



Jennifer Frank

SENIOR ASSOCIATE

PROFESSIONAL BACKGROUND AND HIGHLIGHTS

- › 20+ years of experience in higher education administration, including housing, residential life, student life, technology administration, and governing board membership
- › 9 years of experience in software implementation, including training, business process analysis, integrations, and agile and waterfall methodologies
- › Consulting portfolio includes business transformation services for optimizing occupancy management practices and technology resource optimization
- › Identifies and executes opportunities to integrate strategy, process, information, and technology to increase effectiveness, reduce costs, and improve profits; drives the successful delivery of complex projects and ensures product adoption
- › Presents at the Association of College and University Housing Officers – International and Business Operations conferences

SELECT PROJECT EXPERIENCE

Rutgers University

- › Computerized Work Order Management System Assessment, Procurement, and Implementation
- › Capital Project and Project Management System Implementation

Fairleigh Dickinson University

- › P3 Housing Advisory Services
- › Housing Operator and Developer Procurement

University of Houston

- › Parking and Transportation Advisory Services

M.Ed. Higher Education,
Harvard University

S.B. Biology/Minor in Writing,
Massachusetts Institute
of Technology



Ellery Ammons

ASSOCIATE

PROFESSIONAL BACKGROUND AND HIGHLIGHTS

- › Advisor on various comprehensive planning efforts for B&D's mid-atlantic region's higher education clients
- › Developer of strategic planning frameworks, sophisticated financial models, agile project management tools, and various performance management and change management efforts
- › Expertise in strategy and management consulting and urban planning principles
- › Previous experience at a global management consulting firm includes developing and implementing strategic planning frameworks, introducing performance management tools (e.g., OKRs, KPIs), and spearheading change management and strategic communication initiatives to strengthen organizational transformations
- › Passionate about adopting a people-first approach when designing places and processes to forge strategically aligned organizations and highly optimized systems



B.A. Urban Studies & Political
Science, Rhodes College



Certification in Design Thinking,
Darden Executive Education Program

SELECT PROJECT EXPERIENCE

Rutgers University

- › Computerized Work Order Management System Assessment, Procurement, and Implementation, Change Management Plan Development and Execution
- › Capital Project and Project Management System Implementation, Change Management Plan Development and Execution

University of the District of Columbia

- › Comprehensive Facilities Planning
- › Campus Programmatic Reorganization
- › Budget Planning, Market Demand Analysis, and Continuous Implementation of Organizational & Operational Improvements

Wentworth Institute of Technology

- › Real Estate / P3 Advisory and Campus Master Plan Program Management

Boston University

- › Student Housing Master Plan Advisory Services

University of New Hampshire

- › Housing Master Plan Update



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