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**STANDARD CONTRACT  
GMU-1827-23-03**

This Contract entered on this 20th day of April 2023 (Effective Date) by Ernst & Young US, LLP hereinafter called "Contractor" (located at 2100 East Cary St., Suite 201, Richmond, VA 23223) 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 (the "Services"). 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 do not include all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses 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.

	Labor Category	Base Year Rate
<b>EY Strategy and Transactions</b>		
1	Principal	\$ 715.00
2	Managing Director	\$ 565.00
3	Senior Director	\$ 510.00
4	Director	\$ 450.00
5	Consultant	\$ 408.00
6	Staff Consultant	\$ 355.00
7	Program and Administrative Support	\$ 150.00
<b>EY Consulting</b>		
8	Principal/Executive Director	\$ 515.00
9	Director	\$ 470.00
10	Senior Manager	\$ 345.00
11	Manager	\$ 295.00
12	Senior	\$ 240.00
13	Staff	\$ 185.00
14	Program and Administrative Support	\$ 135.00

**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](mailto: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 10/24/22 (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 other entity.

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 applicable to agreements made, and fully to be performed, therein by residents thereof. Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Contract, shall be resolved as outlined below. All disputes arising under this Contract that cannot be resolved through mediation shall be brought before an appropriate court in the Commonwealth of Virginia.
  - 1. Mediation:
    - a. A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a

mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

b. The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

c. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

- 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: N/A.

- 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, provided, however, that Contractor may assign or novate any of its rights and obligations under this Agreement in whole or in part any entity resulting from, or established as part of, a restructuring, sale or transfer of an EY Firm, in whole or in part, provided further that any such assignment or novation does not materially affect the continuity of the Services. EY shall provide Mason with notice of any such assignment or novation.

- D. REVIEW: The Contractor shall retain all books, records, and other documents relative to the fees and expenses billed

to Mason under this Contract for five (5) years after final payment, or until reviewed by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- E. 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.
- F. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- G. 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.
- H. 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 issued by contractor pursuant to this paragraph shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Contractor may terminate this Agreement immediately if it believes, in good faith, that its professional obligations or requirements related to independence and conflicts matters, promulgated by entities having regulatory authority over it, including, but not limited to, the AICPA, SEC, PCAOB and GAO, require termination.

- I. 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.

- J. 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 within 60 days of when it became aware of the facts giving rise to any such claim. 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*.
- K. COLLECTION AND ATTORNEY'S FEES: N/A.
- L. 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.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- N. CONFLICT OF INTEREST: Contractor represents to Mason that, to the best of its knowledge, 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.
- O. 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. To the extent permitted by applicable law and professional regulation 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.
- P. **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.
- Q. **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, which shall include a cure period of no less than ten (10) business days following notice of the alleged failure, may procure them from other sources and Contractor may be held responsible for any reasonable resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- R. **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.
- S. **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.
- T. **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](mailto: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](mailto:export@gmu.edu).
- U. **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.
- V. **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.
- W. **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.
- X. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any third party claims and resulting damages 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 arose due to the gross negligence, fraud, or willful misconduct of Contractor and 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.
- Y. **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.
- Z. **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.

- AA. **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. This requirement may be satisfied by a blanket additional insured endorsement. 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.

BB. 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 third party claim of infringement of intellectual property rights which may arise under this Contract provided, however, that Contractor shall have no indemnification obligation under this clause to the extent that the infringement arises out of or results from Client Information, use of the deliverables other than as contemplated in this Agreement and the applicable SOW, any modification to the deliverables by anyone other than Contractor, or Contractor's compliance with Client's designs, specifications, requests or instructions in the creation of the deliverables.

1. Unless expressly agreed to the contrary in writing, or required by process of law or regulation, 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. Except as otherwise set forth herein, 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.
3. Contractor may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that it owns or licenses ("Materials") in performing the services. Notwithstanding the foregoing paragraphs or the provision of any deliverables containing such Materials, Contractor retains all intellectual property rights in the Materials (including any improvements or knowledge developed related to those Materials while performing the services), and in any working papers compiled in connection with the services (but not Client information reflected in them). Upon payment for particular services and subject to the other terms of this contract, Mason may use the deliverables relating to those services, as well as any Materials owned by Contractor that are included therein, solely to the extent necessary to use the deliverables.

- CC. 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).
- DD. 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.
- EE. 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. Mason shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representations of Contractor except with Contractor's prior written consent.
- FF. REMEDIES: If either party breaches this Contract, in addition to any other rights or remedies, the non-breaching party may terminate this contract if not cured within thirty (30) days after providing written notice of breach and demand for cure.
- GG. 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%.
- HH. 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/>.
- II. 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.

- JJ. 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.
- KK. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- LL. 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.
- MM. RESERVED
- NN. 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 or regulation. 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 or to comply with applicable law or professional regulations. 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.

OO. 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 practices applicable to the Services, 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.

Promptly upon becoming aware of circumstances that resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate and remediate the incident, and cooperate fully with Mason’s investigation of and response to 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 annual audits of Contractor, at Mason’s expense, to confirm compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits which shall not involve access to or testing of Contractor’s network or applications. Upon reasonable advance notice, 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.

PP. 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. However, Contractor shall be entitled to retain copies of its working papers for the purposes of complying with applicable professional standards. Contractor also may retain University Data stored on secure back-up media or environments in accordance with Contractor’s standard back-up practices provided that such confidential information may not be accessed for ongoing use after the time it was otherwise to have been returned. 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 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, except as otherwise provided herein. Contractor agrees to provide documentation of data destruction to the University upon request.

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.

QQ. 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.

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

SS. MASON RESPONSIBILITIES: Mason is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for Mason's purposes. Mason shall provide (or cause others to provide) to Contractor, promptly, the information, resources and assistance (including access to records, systems, premises and people) that Contractor reasonably requires to perform the Services. To the best of Mason's knowledge, all information provided by Mason or on Mason's behalf ("Mason Information") will be accurate and complete in all material respects. The provision of Mason Information to Contractor will not infringe any copyright or other third-party rights. Contractor will rely on Mason Information made available to Contractor and, unless Contractor expressly agrees otherwise, will have no responsibility to evaluate or verify it. Mason shall be responsible for Mason's personnel's compliance with Mason's obligations under this Contract.

TT. LIMITATION OF LIABILITY:

- a. Mason (and any others for whom Services are provided) may not recover from Contractor, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
- b. Mason (and any others for whom Services are provided) may not recover from Contractor, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Contract or otherwise relating to the Services. This limitation will not apply to losses caused by Contractor's fraud or willful misconduct or to the extent prohibited.
- c. Mason may not make a claim or bring proceedings relating to the Services or otherwise under this Contract against any other EY Firm or Contractor's or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). Mason shall make any claim or bring proceedings only against Contractor. The provisions of this Section TT are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

UU. CONTRACTOR'S REPORTS:

1. Any information, advice, recommendations or other content of any reports, presentations or other communications Supplier provide under this Contract ("Reports"), other than Mason Information (as defined below), are for Mason's internal use only (consistent with the purpose of the particular Services). Mason may not disclose a Report (or any portion or summary of a Report) externally (including to Mason's affiliates) or refer to Contractor or to any other EY Firm in connection with the Services, except:
  - a) to Mason's lawyers (subject to these disclosure restrictions), who may review it only to give Mason advice relating to the Services,
  - b) to the extent, and for the purposes, required by subpoena or similar legal process (of which Mason will promptly notify Contractor),
  - c) to other persons (including Mason's affiliates) with Contractor's prior written consent, who have executed an access letter substantially in the form Contractor prescribes, or
  - d) to the extent it contains Tax Advice, as set forth below

If Mason is permitted to disclose a Report (or a portion thereof) externally. Mason shall not alter, edit, or modify it from the form Contractor provided.

2. Mason may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities. Mason shall inform those to whom Mason discloses Tax Advice that they may not rely on it for any purpose without Contractor's prior written consent.
3. Mason may incorporate into documents that Mason intends to disclose externally Contractor's summaries, calculations or tables based on Mason Information contained in a Report, but not Contractor's recommendations, conclusions or findings. However, Mason must assume sole responsibility for the contents of those documents and not refer to Contractor or any other EY Firm in connection with them. This provision does not affect Mason's ability to circulate Reports internally.
4. Mason may not rely on any draft Report. Supplier shall not be required to update any final Report for circumstances of which Supplier become aware, or events occurring, after its delivery.

**Ernst & Young US, LLP**

DocuSigned by:

*Kasia Lundy*

Signature

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Name: Kasia Lundy

Title: Principal

Date: 4/21/2023

**George Mason University**

DocuSigned by:

*James Russell*

Signature

2F61E096C77E4DC...

Name: James Russell

Title: Purchasing Director

Date: 4/20/2023

## **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 Ernst & Young US, LLP dated 4/20/23. 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 but is limited to any Personally Identifiable Information that is provided or made available to Selected/Firm/Vendor.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information provided or made available to Selected Firm/Vendor 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) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (3) medical or health data; (4) sensitive or confidential business information; (5) trade secrets; (6) data which could create a security (including IT security) risk to the University; and (7) 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. However, Selected Firm/Vendor shall be entitled to retain copies of Sensitive University Data in its working papers for the purposes of complying with applicable professional standards.

### **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 reasonable and direct costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data resulting from Selected Firm/Vendor’s acts or omissions in its performance of the Services, 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 i) a security audit (i.e., SOC 2 or ISO 27001 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 Selected Firm/Vendor, of Selected Firm/Vendor's electronic systems that are used in any way to deliver electronic services under the Contract; and ) formal penetration test, performed by qualified personnel of Selected Firm/Vendor's electronic systems 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..
- 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 upon request. 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

DocuSigned by:

*Kasia Lundy*

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Signature

Kasia Lundy

Name: \_\_\_\_\_

Title: Principal

Date: 4/21/2023

### George Mason University

DocuSigned by:

*James Russell*

2F61E096C77E4DC...

Signature

James Russell

Name: \_\_\_\_\_

Title: Purchasing Director

Date: 4/20/2023



Building a better  
working world

Proposal to serve

# George Mason University

Academic and Business  
Consulting Services

Best and final offer

**February 6, 2023**



Ernst & Young LLP  
1775 Tysons Blvd  
Tysons, VA 22102

Tel: +1 703 747 1000  
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ey.com

Davena Reynolds  
James F. Russell  
George Mason University  
Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030

RE: RFP – Academic and Business Consulting services GMU-1827-23 Best and Final Offer

Dear Ms. Reynolds and Mr. Russell:

Thank you for the opportunity to respond to the best and final offer request for the Academic and Business Consulting Services RFP. We hope our Technical Proposal demonstrated why Ernst & Young (EY) is a strong fit for Mason as the university undertakes exciting new ventures in the future to achieve its vision of innovation, growth, and access and become a leading higher education innovator.

The intent of our fee structure is to demonstrate our continued commitment to developing a long-term relationship with Mason and performing consistently as your trusted advisor. Our fee model is flexible based on the type of work, project size and scope of each work stream requested in the various areas outlined in the RFP. It is our goal to match each work stream to the right resources by experience level to deliver the best value for Mason. As each project is identified, we will discuss our staffing arrangements and rates before any project work is undertaken.

Our philosophy is to provide, from the outset, a fair and competitive fee structure in conjunction with high quality professional services and delivery. Nonetheless, in response to your request, we have reviewed and reduced our rates to demonstrate our commitment to you.

We appreciate the opportunity to serve George Mason University. Please feel free to contact Kasia Lundy at +1 617 692 0379 or [kasia.lundy@parthenon.ey.com](mailto:kasia.lundy@parthenon.ey.com) if you would like additional information or have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Kasia Lundy'. The signature is written in a cursive, flowing style.

Kasia Lundy  
Principal, Parthenon-EY  
Boston, MA

# Best and Final Offer

## Revised Rate card

	Labor Category	Base Year Rate
<b>EY Strategy and Transactions</b>		
1	Principal	\$ 715.00
2	Managing Director	\$ 565.00
3	Senior Director	\$ 510.00
4	Director	\$ 450.00
5	Consultant	\$ 408.00
6	Staff Consultant	\$ 355.00
7	Program and Administrative Support	\$ 150.00
<b>EY Consulting</b>		
8	Principal/Executive Director	\$ 515.00
9	Director	\$ 470.00
10	Senior Manager	\$ 345.00
11	Manager	\$ 295.00
12	Senior	\$ 240.00
13	Staff	\$ 185.00
14	Program and Administrative Support	\$ 135.00

### **EY Strategy and Transactions includes EY-Parthenon and our Transaction and Corporate Finance (TCF) service.**

- ▶ EY-Parthenon includes strategy services, transaction strategy and execution, and turnaround and restructuring strategy.
- ▶ TCF services include Lead Advisory (mergers and acquisitions, capital and debt advisory, and infrastructure advisory), transaction diligence (buy-side and sell-side financial due diligence), and valuation, modeling and economic services and consulting.

### **EY Consulting includes Business Consulting, Technology Consulting, and People Advisory Services:**

- ▶ Business consulting includes business transformation, finance, supply chain and operations, enterprise risk, and technology risk.
- ▶ Technology consulting includes technology transformation, data and analytics, cybersecurity, digital and emerging technology, and technology solution delivery.
- ▶ People advisory services include HR transformation and change management, people mobility, and people experience services.

## **EY | Building a better working world**

**EY exists to build a better working world, helping to create long-term value for clients, people and society and build trust in the capital markets.**

**Enabled by data and technology, diverse EY teams in over 150 countries provide trust through assurance and help clients grow, transform and operate.**

**Working across assurance, consulting, law, strategy, tax and transactions, EY teams ask better questions to find new answers for the complex issues facing our world today.**

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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](mailto:dreyno3@gmu.edu)

**SECONDARY PROCUREMENT OFFICER:** James F Russell, Director, [jrussell@gmu.edu](mailto: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 XIIL.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](http://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](mailto: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 10<sup>th</sup> 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 20<sup>th</sup> 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](mailto: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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Instructions**

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

**Section A**

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

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

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

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

**Subcontract #1**

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

**Subcontract #2**

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

**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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



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

## ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

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

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

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

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

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

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

#### **X. STANDARD TERMS AND CONDITIONS:**

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

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

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

during said period.

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

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

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

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



Building a better  
working world

Proposal to serve

# George Mason University

Academic and Business  
Consulting Services

October 26, 2022

# Summary of redactions

Information to be protected	Section(s)/page number(s)	Reasons for protection of information
Contact information for references	B4 pgs 6-7	For privacy reasons, we do not expose contact information for references
Selected engagement description components	B4 pgs 7-9	Clients applying to this area have provided permission for us to disclose the nature of our relationship to potential future clients but not publicly
EY Approach	B5 pgs 13	EY proprietary sample report



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Ernst & Young LLP (EY US or the Firm) is submitting this proposal. EY US is part of the global organization of member firms (collectively, EY) of Ernst & Young Global Limited, separate legal entities that perform professional services under the EY name worldwide.

# B1. Procedural information

a. Signed cover page and all addenda, signed and completed as required.



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, [drevno3@gmu.edu](mailto:drevno3@gmu.edu)

**SECONDARY PROCUREMENT OFFICER:** James F Russell, Director, [jrussell@gmu.edu](mailto: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.**

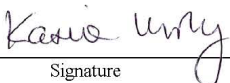
Name and Address of Firm:

Legal Name: Ernst & Young US, LLP

Date: October 26, 2022

DBA:

Address: 2100 East Cary St, Suite 201

By:   
Signature

Richmond, VA 23223

FEL/FIN No. 34-6565596

Name: Kasia Lundy

Fax No. 804-334-6000

Title: Partner / Principal

Email: [kasia.lundy@ey.com](mailto:kasia.lundy@ey.com)

Telephone No. 617-692-0379

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/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.



Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, Va. 22030  
Voice: 703.993.2380 | Fax: 703.993.2389  
<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**

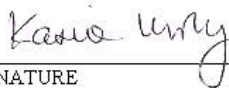
The following changes are hereby incorporated into the aforementioned RFP:

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.

Ernst & Young US, LLP  
\_\_\_\_\_  
NAME OF FIRM

Kasia Lundy, Partner / Principal  
\_\_\_\_\_  
NAME (Print or typed)

  
\_\_\_\_\_  
SIGNATURE

October 5, 2022  
\_\_\_\_\_  
DATE



Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, Va. 22030  
Voice: 703.993.2380 | Fax: 703.993.2389  
<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:

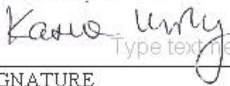
**1. Section XVIII: RFP SCHEDULE: CHANGE dates highlighted below.**

- 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.

Ernst & Young US, LLP  
\_\_\_\_\_  
NAME OF FIRM

Kasia Lundy, Partner / Principa;  
\_\_\_\_\_  
NAME (Print or typed)

  
Type text here  
\_\_\_\_\_  
SIGNATURE

October 26, 2022  
\_\_\_\_\_  
DATE



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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.

Ernst & Young US, LLP

NAME OF FIRM

Kasia Lundy, Partner / Principal

NAME (Print or typed)

*Kasia Lundy*  
Type text here

SIGNATURE

October 26, 2022

DATE



Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, Va. 22030  
Voice: 703.993.2380 | Fax: 703.993.2389  
<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**

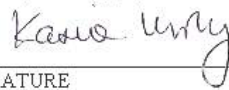
The following changes are hereby incorporated into the aforementioned RFP:

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.

Ernst & Young US, LLP  
\_\_\_\_\_  
NAME OF FIRM

Kasia Lundy, Partner / Principal  
\_\_\_\_\_  
NAME (Print or typed)

  
\_\_\_\_\_  
SIGNATURE

October 15, 2022  
\_\_\_\_\_  
DATE

b. Attachment A – Small Business Subcontracting Plan.

As noted in the executive summary of this proposal, EY is strongly committed to Diversity, Equity and Inclusion within our firm and in our client work. We demonstrate this in many ways, including through our procurement and recruitment and hiring practices. We foster a diverse network of suppliers and partner with a wide range of subcontractors with a variety of diversity designations, including minority-owned business, women-owned business, veteran-owned business, and small business. We routinely rely on these partners to deliver for our clients.

Since this RFP does not outline specific scopes of work, we have not included the names of specific diverse subcontractors here. However, we are open to teaming with small and diverse businesses as demonstrated by our track record across the firm and especially in the Government and Public Sector.



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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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Ernst & Young US, LLP

**Preparer Name:** Kasia Lundy **Date:** October 26, 2022

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

**Instructions**

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

**Section A**

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

Certification Number: N/A Certification Date: N/A

**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: N/A SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

c. Payment preference.

Option#3- Net 30 Payment Terms. EY will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account

## B2. Executive summary

Offerors must submit an executive summary at the beginning of the proposal not to exceed 2 pages.

### **We understand George Mason University's context and strategic goals.**

George Mason University ("Mason") is interested in identifying, assessing and launching "innovative ventures that will support the mission and the strategic plan of the University and the citizens of the Commonwealth of Virginia." These ventures could range from further development of online programming (to expand reach and access nationally and internationally) to delivery of personalized student services (to enhance student experience) to public-private partnerships (e.g., to improve efficiency or generate revenues).

To support these endeavors, Mason is seeking consultants with deep experience in both higher education and private markets, specifically in "market and opportunity assessment, due diligence, operational and financial planning, modeling and launch support for new ventures" as well as higher education research and analytics, organizational assessments, and change management. We are that firm. We provide a full range of advisory, transaction and audit services to corporate, public sector and higher education clients, as described further below.

Of the 17 areas of experience identified in the Statement of Needs in the RFP, we have extensive experience in 15. We will leverage our hands-on experience in the higher education sector, as well as bring relevant insights from other industries, to help you achieve your goals in these areas.

### **Our size, experience and breadth of services position us well to address your needs.**

**Diverse client base enables us to bring leading practices from a multitude of sectors:** Established in 1903, Ernst & Young LLP ("EY US") is a global leader in professional services with over 365,000 people in 728 locations in 150+ countries (including two offices in South Korea, where one of Mason's campuses is located). We also employ

more than 3,000 professionals in Virginia across our Tysons and Richmond offices. Our diverse client base includes colleges and universities, government and not-for-profit entities, major international companies, Fortune 500 companies, and strategic growth companies. Our capabilities span four broad service lines (Strategy and Transactions, Consulting, Tax, and Assurance) that support multiple sectors, including higher education. This experience enables us to bring leading practices from other sectors to higher education, with appropriate sensitivity to differences in educational vs. corporate contexts.

**Dedicated Education practice:** For us, the higher education sector is not an afterthought – it is a strategic area of focus, and we have invested in the sector and in our professionals who serve it accordingly. Unlike most professional services firms of our size, we have a dedicated Education practice that allows us to recruit, develop and retain talented teams, all of whom are interested in and committed to the success of the higher education sector.

In 2014, EY acquired Parthenon, a leading advisor to the higher education sector, serving many of the most prestigious institutions in the US and globally. In the past decade, we have worked with 150 higher education institutions in the US, whose collective enrollments span nearly 3 million students, and we continue to grow our footprint in higher education. Our higher education clients range from large public university systems to large public and private research universities to four-year comprehensive institutions to small liberal arts colleges. Our engagements include, but are not limited to, strategic planning, revenue diversification, online strategy development, new venture assessment and execution, public-private partnership strategy and execution, real estate optimization, operational improvements, large-scale transformations, budget planning and financial modelling, tax planning, risk management, and much more.

We also contribute our time and resources to the advancement of thought leadership in the sector, through research and white papers that we make available to the field. By choosing an EY team, Mason will benefit from professionals immersed in macroeconomic trends creating disruption in the sector and are deeply knowledgeable about the strategies that institutions can deploy to plan, invest, operate and compete effectively in the rapidly changing environment.

**Public-private partnership experience:** We advise public sector and higher education clients on financial, procurement, strategic and public-private partnership (P3) issues for large-scale infrastructure projects. Our support includes all stages of partnership, from project evaluation to procurement, financial close, construction and operations. We assist in devising and comparing financial plans and delivery approaches for projects that involve public, federal or private financing, project revenues and grants, and we also support the implementation of clients' plans.

**Transaction experience:** We also have deep experience supporting clients across the full spectrum of transaction advisory services. On the front end of transactions, we conduct hundreds of due diligences every year, both on the buy side and the sell side, and many of them in the education and higher education space. For example, in the higher education space, we routinely assess the competitive positioning and growth potential of higher education institutions (for-profit and nonprofit), publishing assets, and providers of software and services to higher education. In addition to market and competitive due diligence, we also conduct human capital due diligence and operations and technology due diligence and offer transaction tax advice. On the back end of transactions, we also have significant experience with post-merger integration

**Deep bench of talent we can access within the firm:** The scale of our firm, breadth of services and global network position us to quickly assemble a relevant team of professionals to address Mason's needs across the areas highlighted in the RFP. Our proposed team combines deep experience in higher education and the public sector with our operations, process improvement and risk management acumen, and with the local knowledge and insights provided by our Commonwealth of Virginia account team.

**We are committed to quality in our work and rely on a proven process for delivering client satisfaction.**

Our Service Quality (SQ) Program enables us to tailor EY services for each client's needs, expectations and preferences. Depending on the project, the SQ Program is a real-time, continuous engagement management process designed to enable our teams to not only meet your needs but deliver exceptional client service. In coordination with the SQ Program, our Assessment of Service Quality (ASQ) process is used to measure our client's overall relationship satisfaction and our performance in meeting client expectations. Expectations of Service Quality (ESQ), the first step in the ASQ process, is a discussion between the engagement partner and Mason to understand your expectations before work begins. It is an opportunity to gain a deeper understanding into your goals for any given engagement. By aligning expectations from the start, our team is better informed regarding what is important to you. Our commitment is to execute the ESQ process with you on any engagement for which we are selected.

**We are committed to diversity, equity and inclusion (DEI) within our firm and in our work.**

We live our commitment to DEI every day through our policies and programmatic initiatives. The EY US Executive Committee, the highest EY leadership body in the US, has signed the [EY US Board Diversity Statement](#), underscoring our continued focus on diversity and inclusiveness. This statement focuses on increased accountability for DEI outcomes, which we also underscored through the [EY DEI transparency report: pathways to progress](#) available on the EY website. Our full EY DEI transparency report, *Building a more equitable working world*, is available at this [link](#). As described in the introduction to the report, diversity, equity, and inclusion are central to the EY US identity. From recruiting to internal talent practices, community investments and exceptional client service, diversity, equity and inclusion are critical in helping us achieve the best results for our clients.

**We are committed to Mason and see you as a valued source of professionals for our organization.**

With more than 335 George Mason University alumni, including nearly 20 partners, principals and executive directors who either have worked or are currently working as EY professionals, Mason has had a profound impact in making this firm what we are today.

The school continues to be one of our most consistent sources of diverse talent, with many students deciding to stay within the community, building their careers in the Greater Washington market. Our campus recruiting team works closely with Kaleb Lewis, Director of Career Services in the School of Business, but has also developed long-standing relationships with key student organizations, including Beta Alpha Psi, Accounting Society at Mason, and the Mason Information Systems and Operations Management Organization (MISOMA). Recently, we've enhanced our relationships with Accounting and ISOM faculty and have been able to place several Mason alumni in their classrooms to lecture and present. We look forward to continuing a relationship with Mason that has been rewarding for all involved, and we value the opportunities we've been presented to engage with you and your students in new and dynamic ways.

**Proposal organization**

Section B3 of this response describes our firm's background and general information about EY services. Section B4 provides an overview of select engagements that highlight the breadth and depth of our experience most relevant to Mason's needs.

Section B5 describes our approach to engagements, including general methodologies we have used successfully to serve higher education clients and additional details about our approach to delivering high-quality work. Section B6 includes other information required by Mason in response to the RFP. Finally, the Appendix contains additional detail on relevant project experience as well as biographical information for a representative group of professionals in our firm with extensive higher education experience. Compliance with RFP requirements is summarized below.

Requirement	RFP section reference	Pages
Procedural information	XII.B1a-B1c	i-ix
Executive summary	XII.B2	1-2
General firm background and information	XII.B3	3-5
References and Engagements	XII.B4a-B4c	6-10
Approach	XII.B5	11-19
Litigation and other legal information	XII.B6a-B6d	20-21
Pricing	XII	22

## B3. General firm background and information

Provide a background and a brief history of your firm not to exceed 3 pages.

Ernst & Young LLP ("EY US") and its predecessors have been in business in the US for more than 100 years. The roots of our firm date back to the early 1900s and to the lasting legacies of two visionaries: AC Ernst and Arthur Young. In 1903, AC Ernst opened the first office of Ernst & Ernst in Cleveland, Ohio. On July 1, 1989, Ernst & Whinney merged with Arthur Young to create Ernst & Young. We have been providing organizational improvement and related services dating back to the start of our long history as a firm.

Today, EY is a global leader in professional services worldwide, with over 365,000 people in 700+ locations in 150+ countries. In the Americas alone, we have more than 80,000 professionals located in nearly 200 offices. In Virginia, we employ more than 3,000 professionals across our Tysons and Richmond offices. As a major employer, we are committed to doing our part in building a better working world for our people, for our clients and for our communities.

As a matrix organization, we manage professionals across both service lines and geographies. The graphic below is representative of the broad range of services we deliver to our clients in the US and across the globe.

	Strategy and Transactions	Consulting	Tax	Assurance
Service Lines	<i>We advise our clients on how to manage their capital today to define their competitive position tomorrow. We enable clients to re-imagine ecosystems, reshape portfolios, and reinvent themselves</i>	<i>We help our clients build a better working world by transforming their organizations through the power of people, technology, and innovation</i>	<i>The business world is in a state of flux. We help our clients navigate complexity and risks, make better business decisions, understand global tax policies and laws, and comply with their responsibilities</i>	<i>Our Assurance practice protects and serves the public interest. Our audit services promote transparency, support investor confidence, and drive long-term, sustainable growth</i>
	Strategy consulting	People and workforce	Tax planning	Audit services
	Transaction / M&A strategy and execution	Technology and digital transformation	Tax function operations	Climate change and sustainability services
	Restructuring and turnaround strategy	Cybersecurity	Tax accounting	Financial advisory accounting services
	Public private partnerships	Supply chain and operations	Tax compliance	Forensic and integrity services
	Capital allocation	Risk consulting	Transaction tax	
Geographies	Three geographic areas and 22 regions			
	Americas			
	Europe, Middle East, India and Africa (EMEIA)			
	Asia-Pacific			

We deliver these services across a wide range of industries, including government and public sector (which includes higher education); advanced manufacturing and mobility; consumer products and retail; energy and resources; financial services; health sciences and wellness; private equity; and technology, media and entertainment, and telecommunications. This has enabled us to develop industry-specific experience and insights to better serve our clients.

### The Government & Public Sector (GPS) is a key area of focus for our organization

In keeping with our vision to build a better working world, we have a dedicated GPS network with nearly 20,000 professionals – nearly 2,900 in the US – across more than 110 countries. We work with the leading clients in the sector, including federal, state and local, and other governments worldwide. Our Education, Infrastructure and Public Transportation, and Public Finance Management subsectors service more than 17,000 government sector clients globally. We provide our GPS clients

with a wide range of services, including strategic planning, performance improvement, financial advisory, business process and systems re-engineering, tax services, and audit services.

## Within GPS, we have made a significant investment in Education

Within the public sector, we pay special attention to education. In September 2014, we acquired The Parthenon Group, bringing together the group's extensive strategy capabilities with our global reach and deep worldwide implementation capabilities.

Since its inception in 1991, EY-Parthenon has served as a strategic advisor to the education sector, demonstrating its commitment to the sector by standing up a dedicated Education practice. This has enabled us to create a hub for industry-focused knowledge, anticipate market trends, identify the relevant implications and develop points of view on relevant industry issues to help our education clients succeed in a changing world. Furthermore, having a dedicated Education practice allows us to recruit, develop and retain talented teams that are interested in and committed to the success of the sector. Because education is a significant and dedicated sector for us, we invest time and money to bring the right people to the table for every engagement. Our education clients consistently remark that they appreciate that with us they get the "A" team of individuals from our organization, whose talent and prior knowledge confirm that they can contribute value from the start.

Today, through EY-Parthenon and other service lines, we provide a full range of professional services to all education segments, from early childhood education to K-12 to higher education to lifelong learning and workforce development. We are now the largest advisor to the education sector globally, having completed over 3,000 education projects in 95+ countries over the last decade. We serve a wide range of education clients, from early childhood providers to K-12 school districts and state education agencies to higher education institutions and state departments of higher education to private foundations focused on advancing educational reform.

Within US higher education, we have worked with more than 150 higher education institutions with cumulative enrollments of over 3 million students. As shown in the representative list of clients below, our clients range from large public university systems to public and private research universities to comprehensive four-year institutions to small liberal arts colleges.

Public university systems / Higher education Boards	Public institutions	Private research institutions	Liberal arts institutions
<ul style="list-style-type: none"> <li>▶ Massachusetts Board of Higher Education</li> <li>▶ Pennsylvania State System of Higher Education</li> <li>▶ State University System of Florida</li> <li>▶ Tennessee Higher Education Commission</li> <li>▶ Texas A&amp;M University System</li> <li>▶ University of Colorado System</li> <li>▶ University of California System</li> <li>▶ University of Maine System</li> <li>▶ University of Massachusetts System</li> <li>▶ University of Missouri System</li> <li>▶ University of North Carolina System</li> <li>▶ University System of Georgia</li> <li>▶ University of Texas System</li> </ul>	<ul style="list-style-type: none"> <li>▶ Arizona State University</li> <li>▶ George Mason University</li> <li>▶ Georgia State University</li> <li>▶ Rutgers University</li> <li>▶ UC Berkeley, UC Davis, UC Irvine, UCLA, UC Merced</li> <li>▶ UNC Chapel Hill</li> <li>▶ University of Akron</li> <li>▶ University of Arkansas</li> <li>▶ University of Florida</li> <li>▶ University of Maryland Global Campus</li> <li>▶ Univ. of Massachusetts Amherst</li> <li>▶ University of Memphis</li> <li>▶ University of Oklahoma</li> <li>▶ University of Tennessee Knoxville</li> <li>▶ University of Virginia</li> <li>▶ Virginia Commonwealth University</li> <li>▶ Virginia Tech</li> </ul>	<ul style="list-style-type: none"> <li>▶ American University</li> <li>▶ Boston University</li> <li>▶ Dartmouth College</li> <li>▶ Drexel University</li> <li>▶ Duquesne University</li> <li>▶ Emory University</li> <li>▶ Gallaudet University</li> <li>▶ Harvard University</li> <li>▶ Johns Hopkins University</li> <li>▶ MIT</li> <li>▶ Northeastern University</li> <li>▶ Southern Methodist University</li> <li>▶ Stanford University</li> <li>▶ Tufts University</li> <li>▶ Tulane University</li> <li>▶ University of Chicago</li> <li>▶ University of Notre Dame</li> <li>▶ University of Southern California</li> </ul>	<ul style="list-style-type: none"> <li>▶ Albion College</li> <li>▶ Bentley University</li> <li>▶ Colby Sawyer College</li> <li>▶ Colgate University</li> <li>▶ Emerson College</li> <li>▶ Fairfield University</li> <li>▶ Hendrix College</li> <li>▶ Johnson C. Smith University</li> <li>▶ Marlboro College</li> <li>▶ Middlebury College</li> <li>▶ Spelman College</li> <li>▶ St. Lawrence University</li> <li>▶ Swarthmore College</li> <li>▶ University of Providence</li> <li>▶ UVA Wise</li> <li>▶ Wellesley College</li> <li>▶ Wesleyan University</li> <li>▶ Wheelock College</li> </ul>

Over the course of hundreds of higher education projects, we have helped higher education institutions answer their largest strategic questions, as illustrated in the graphic on the next page. We believe many of these issues would be relevant to Mason given the ambitious vision you have laid out for the university.

How can we grow and thrive organically or in partnership?	How can we drive better outcomes for our students and our state/region?	How can we improve performance and operational efficiency?	How can we optimize our assets?	How might we approach mergers or alliances?
<ul style="list-style-type: none"><li>▶ Strategic planning</li><li>▶ Market assessments</li><li>▶ Feasibility studies</li><li>▶ Benchmarking</li><li>▶ Online strategy</li><li>▶ Pricing strategies</li><li>▶ Revenue diversification</li><li>▶ Public-private partnership process</li></ul>	<ul style="list-style-type: none"><li>▶ Student analytics, including performance dashboards</li><li>▶ Student persistence/retention practices, including use of technologies</li><li>▶ Career services best practices</li><li>▶ Labor market linkages and economic development</li><li>▶ Economic impact studies</li></ul>	<ul style="list-style-type: none"><li>▶ Workforce planning and modeling</li><li>▶ Compensation</li><li>▶ Customer needs assessment</li><li>▶ Business intelligence and analytics</li><li>▶ Performance improvement and cost reduction</li><li>▶ Organizational design</li><li>▶ Operating model design</li><li>▶ Business process re-engineering</li><li>▶ Automation solutions</li></ul>	<ul style="list-style-type: none"><li>▶ Resource allocation</li><li>▶ Budgeting and financial planning</li><li>▶ Liquidity, cash flow forecasting, and reporting</li><li>▶ Debt and liability management</li><li>▶ Capital planning</li><li>▶ Facility utilization</li><li>▶ Real estate portfolio strategy</li><li>▶ Asset monetization</li></ul>	<ul style="list-style-type: none"><li>▶ Target identification and evaluation</li><li>▶ Financial due diligence</li><li>▶ Market/program due diligence</li><li>▶ Operational due diligence</li><li>▶ Merger process facilitation (buy and sell side)</li><li>▶ Merger integration and transformation</li><li>▶ Communication planning</li></ul>
How can we establish and nurture a culture of accountability, transparency, and trust?				
<ul style="list-style-type: none"><li>▶ Governance leading practices</li><li>▶ Management leading practices</li></ul>	<ul style="list-style-type: none"><li>▶ Change management approaches</li><li>▶ Communication plans (e.g., related to initiative rollout)</li></ul>		<ul style="list-style-type: none"><li>▶ Culture and climate surveys</li><li>▶ Culture change implementation</li></ul>	
How can we minimize and mitigate risk?				
How can we optimize our tax situation?		How can we comply with our audit requirements?		

## We also support our clients across a wide range of transaction and partnership needs

We have advised on half of the biggest deals in the Americas. Our offerings across the spectrum of transaction-related needs include, but are not limited to:

- ▶ **Competitive opportunity analysis:** We assess growth opportunities by identifying areas for growth generation, market expansion and synergy capture. We help you develop and implement strategic growth plans by providing in-depth market, competitor and customer insights.
- ▶ **Transaction diligence:** We help you focus on the highest-impact deal drivers, including commercial and strategic priorities, financial and regulatory risk, operations, synergies, and financial statement impact.
- ▶ **Transaction real estate:** We develop capital market strategies for you to acquire and dispose of real estate assets, including advising on fund concepts or sale and leaseback structures.
- ▶ **Operational transaction services:** We advise on operational due diligence (e.g., human capital, technology); assess potential synergies; and assist with integration, restructuring and carving out a business.
- ▶ **Restructuring:** We help you improve liquidity, credit availability and shareholder value when transacting a distressed asset, restructuring, or looking to improve performance or cash management.
- ▶ **Valuation and business modeling:** We develop valuations and fairness opinions to support transactions and help you build business models necessary to make decisions.
- ▶ **Working capital:** We help you improve business processes to release cash trapped in receivables, inventories and payables to pay down debt, fund strategic initiatives or pay dividends.
- ▶ **Infrastructure advisory and capital and debt advisory:** Ernst & Young Infrastructure Advisors LLC (EYIA) is an affiliate of Ernst & Young LLP and a registered municipal advisory. For clients considering new systems, major expansions, significant renewal work and/or P3 initiatives, EYIA can assist in the development of long-term investment plans, as well as agency-wide programs and policy frameworks. EYIA provides advisory support at the earliest stages of analysis, from project evaluation to procurement, financial close, construction and operations involving municipal and other initiatives. EYIA assists clients in devising and comparing financial plans and delivery approaches for projects that involve public, federal or private financing, project revenues and/or grants – and provides support to clients in their implementation of those plans.

## In summary

Because of our deep experience in higher education described above, we fully appreciate the academic, financial, operational and decision-making complexities facing large educational institutions like Mason. Together, EY-Parthenon and the broader EY organization will be able to hit the ground running in your sector. We will draw upon a spectrum of capabilities to help you reach desired levels of performance across functional areas and assist you effectively in identifying and capturing growth, partnership and innovation opportunities.

## B4. 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.

Per the Q&A response document received from Mason, stating that Mason recommends submitting at least three recommendations, we provide five references below. On pages 7-10, we provide additional information on a range of higher education engagements, to illustrate the breadth of our experience and value to Mason.

Reference 1: University of Louisville - Public Private Partnership for Energy System Monetization	
Contact Name and Title	[REDACTED]
Contact Email Address	[REDACTED]
Contact Telephone	[REDACTED]
Engagement Summary	University sought advice on the feasibility and business case associated with the potential modernization and outsourcing of its central plant and utility system to a private, third-party operator. EYIA developed a financial model of the energy system and assessed various scenarios for value realization; assessed potential delivery models, financing, payment structures and procurement approach; tested market for transaction interest and proposed project structure; and developed the RFQ and RFP and other procurement documents in coordination with other advisors.
Period of Performance	2019 - present
Dollar Value	~\$1.3m
Reference 2: University of Virginia - HR Transformation	
Contact Name and Title	[REDACTED]
Contact Email Address	[REDACTED]
Contact Telephone	[REDACTED]
Engagement Summary	The University sought to transform its HR function to create an exceptional work experience, consistent with its reputation of excellence. EY engaged university leadership and HR stakeholders to create a shared vision for future HR service delivery, the business case supporting the change, and the transformation guiding principles. In the second phase, EY facilitated the design of a new HR service delivery model, established the HR technology strategy, defined business requirements, and facilitated the solution and system implementation partner selection process. In a separate engagement, EY worked with UVA to implement CavBot, an intelligent agent designed to answer employee questions and improve the onboarding process for newly hired employees. In the first six months, the agent had nearly 2,000 conversations assisting individuals with their background checks, I-9 completion, and orientation activities. Employees have been delighted with the experience, while the time and energy saved has enabled UVA's HR professionals to engage with employees on more complex and challenging tasks
Period of Performance	2019 - Present
Dollar Value	~\$1-2m
Reference 3: UMass Online - System-wide online strategy	
Contact Name and Title	[REDACTED]
Contact Email Address	[REDACTED]
Contact Telephone	[REDACTED]
Engagement Summary	University sought to develop a cohesive strategy to serving working adults across the UMass System. EY-Parthenon assessed the competitive landscape, analyzed prospective student decision-making preferences and program/format preferences and evaluated a range of expansion strategies ranging from build to partner to buy. Work led to acquisition of Brandman University and creation of UMass Global in 2021.
Period of Performance	2018
Dollar Value	~ \$500,000
Reference 4: Tulane University - Public Private Partnership for Energy System Monetization & Decarbonization	
Contact Name and Title	[REDACTED]
Contact Email Address	[REDACTED]
Contact Telephone	[REDACTED]
Engagement Summary	The university received an unsolicited proposal to monetize and decarbonize its utility system and required an advisor to evaluate, respond to, and execute a deal. EY acted as the university's advisor, project manager, and full-service financial advisor including accounting and tax structuring. EY advised the University on several key areas of success, including budget certainty, risk transfer, credit rating risk, optimal financial structure and tax risks (such as UBIT implications, property tax and IRS sale recognition).

<b>Period of Performance</b>	December 2020 - January 2022
<b>Dollar Value</b>	Confidential at client request
<b>Reference 5: Johns Hopkins University - Multiple Strategy Engagements</b>	
<b>Contact Name and Title</b>	
<b>Contact Email Address</b>	
<b>Contact Telephone</b>	
<b>Engagement Summary</b>	Five distinct projects (1 - university-wide online strategy; 2 - School of Medicine online strategy; 3 - growth strategy for a graduate school within JHU, 4 - career services strategy at the undergraduate level, 5 - non-degree / non-credit offering strategy university-wide).
<b>Period of Performance</b>	2014 - present
<b>Dollar Value</b>	~\$2.5m - \$3m

Below we also provide a sampling of additional client engagements and align them to the areas of focus for Mason.

#### A. Online Strategies

<b>Case study 1: [REDACTED] - Online Strategy</b>	
<b>Business need</b>	System sought strategic and operational support to develop a system-wide online program strategy
<b>EY role</b>	<ul style="list-style-type: none"> <li>Delivered in-depth study of current online learning capabilities benchmarked against industry leading practices</li> <li>Conducted market study to assess demand for online learning in Missouri and surrounding states</li> <li>Developed a detailed operating plan including a high-level organizational structure, go-to-market strategy, and a financial model that approximated the resources needed to achieve the system's growth goals</li> </ul>
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Leveraging internal and external data and through a facilitated process, led stakeholders to consensus on key strategic and operational decision points. Created a detailed implementation plan to assist the system in jumpstarting execution</li> </ul>
<b>GMU needs</b>	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
<b>Case study 2: [REDACTED] - University-wide Online Learning Strategic Planning</b>	
<b>Business need</b>	University sought to grow footprint in online learning while maintaining a high-quality student experience
<b>EY role</b>	<ul style="list-style-type: none"> <li>Assessed the university's current online learning performance (footprint and service levels) relative to peer and aspirational institutions</li> <li>Developed a framework to facilitate prioritization of programmatic options by university and school leadership</li> <li>Evaluated operating model options (pros and cons) to support execution of program strategy</li> </ul>
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Enabled the university to prioritize online growth opportunities and reach agreement on preferred operating model. Work led to establishment of dedicated role within provost's office and deepening of relationship with online program manager</li> </ul>
<b>GMU needs</b>	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
<b>Case study 3: [REDACTED] - Creation of business unit to operate online programs</b>	
<b>Business need</b>	The School needed a sound operational and organizational model to support the launch and growth of online programs
<b>EY role</b>	<ul style="list-style-type: none"> <li>Assessed current capabilities and existing infrastructure supporting online programs</li> <li>Developed recommendations regarding the organizational design needed to enable online growth</li> <li>Designed an operational and organizational model for online learning, including a robust financial model that allowed stakeholders to compare varying program rollout timelines and levels of investment</li> </ul>
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Incorporated leadership, faculty and staff perspectives into recommendations</li> <li>Developed an operational, organizational, and financial model for scaling, including a new business unit for online</li> </ul>
<b>GMU needs</b>	L 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

#### B. Public Private Partnerships

<b>Case study 4: [REDACTED] - Infrastructure planning</b>	
<b>Business need</b>	The UC System needed a plan to develop the facilities required to support a 50% increase in student enrollment at Merced
<b>EY role</b>	<ul style="list-style-type: none"> <li>Advised on potential public and private delivery options for the delivery of a diverse portfolio of facilities with widely varying risk profiles to the university and potential for revenue generation</li> <li>Modelled a wide range of financial scenarios to achieve a financing strategy that met the university's needs</li> <li>Developed campus-wide business and financial planning models</li> <li>Negotiated with potential private partners and stakeholders</li> </ul>
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Plan was fully executed; reached financial close in August 2016, with first facilities scheduled operational in 2018</li> </ul>
<b>GMU needs</b>	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17
<b>Case study 5: [REDACTED] - Strategic &amp; Financial Advisory for Capital Investments</b>	
<b>Business need</b>	The University needed strategic and financial advisory services to develop a new site into a mixed-use campus incorporating a 35,000 seat multi-use stadium, commercial, residential, hospitality and institutional/research and development uses
<b>EY role</b>	<ul style="list-style-type: none"> <li>Performed market demand and absorption analysis for various uses</li> <li>Developed a financial plan for the project based on the forecast market demand in the Mission Valley sub-market</li> <li>Assisted in identifying alternative debt financing structures</li> <li>Refined development program, focusing on the highest and best uses for the site</li> </ul>
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Developed a hybrid real estate and infrastructure P3 project delivery which will be financially self-supporting. The public elements include 1.6 million square feet of office and R&amp;D space, including an innovation district focused on technology incubation, as well as 4,600 residential units</li> </ul>

GMU needs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Case study 6: [REDACTED] Hotel and Conference Center</b>																	
<b>Business need</b>	The University sought strategic and financial advisory services for the development of a new conference center and hotel																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Analysed project feasibility and evaluated potential project delivery and financing structures, including public-private partnership model</li> <li>Provided procurement support, including development of RFP documents, bidder interviews, developing bidder clarification responses, proposal evaluation and negotiation of final documentation</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Project will be delivered with no upfront cost to the University and will include a 220-room hotel and 25,000 square feet of conference space and additional University parking facilities to support anticipated growth</li> </ul>																
GMU needs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

### C. Transactions

<b>Case study 7: Large Private University - Medical Center Acquisition (confidential at client request)</b>																	
<b>Business need</b>	The University was interested in enhancing its medical education and research capabilities through the acquisition of private hospital system																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Review context and current landscape of higher education, academic medical centers, and medical schools</li> <li>Explore paths to acquire or invest in a health system and subsequently create a medical school</li> <li>Conduct financial and operational diligence of target hospital system, including financial modelling and valuation</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Provided client with a single forward-looking strategy to pursue a transaction and begin post-merger integration</li> </ul>																
GMU needs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Case study 8: Private School of Medicine - Partnership with a Health System (confidential at client request)</b>																	
<b>Business need</b>	The School sought to develop a multi-year partnership agreement with a large hospital system to place under-represented minority students in residency training in a private orthopaedic care setting - to support expansion of specialties offered by the medical school and improve diversity in the field																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Developed an agreement framework to manage the operational, financial, and academic elements of the partnership</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Delivered a strategy to execute an agreement and integrate the private care setting in the medical curriculum</li> </ul>																
GMU needs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Case study 9: [REDACTED]</b>																	
<b>Business need</b>	The College had evaluated its financial situation and decided it was time to seek a higher education partner																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Analyzed stand-alone options available to the College and financial implications</li> <li>Facilitated rigorous partner identification and selection process (partner criteria; vetting; shared vision)</li> <li>Assisted the College in evaluating partnership proposals and performed pro-forma modeling of future entity</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Led to signed MOU with Boston University and full merger into the research university July 2018</li> </ul>																
GMU needs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Case study 10: [REDACTED]</b>																	
<b>Business need</b>	The SMFA determined that it needed to enter into a strategic partnership with a larger university to continue the SMFA's vision																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Facilitated a rigorous process with the Museum of Fine Arts (owner), SMFA board and leadership, as well as faculty to assess the pros and cons of potential partnership options</li> <li>Developed a set of criteria against which potential partners could be screened and prioritized; assisted the client in assessed potential partners against the common evaluation framework</li> <li>Supported deeper discussions the MFA, SMFA and prioritized prospective partner to refine shared vision</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Led to the merger of the SMFA into the School of Arts and Sciences at Tufts University</li> </ul>																
GMU needs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Case study 11: [REDACTED]</b>																	
<b>Business need</b>	A small, private liberal arts college in Marlboro, VT was interested in assessing partnership opportunities in light of declining enrollment and increased discounting pressures																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Analyzed the viability of continued independent operations in the context of broader higher education trends</li> <li>Coordinated a rigorous process to identify and assess potential higher education partners among higher education institutions in the United States, including, assessing all potential partners</li> <li>Engaged the community (students, faculty, staff) in the process</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Marlboro College ultimately announced plans to merge into Emerson College in Fall of 2019</li> </ul>																
GMU needs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Case study 12: Multiple other M&amp;A engagements (confidential at client request)</b>																	
<b>Business need</b>	<ul style="list-style-type: none"> <li>"Buy-side": Acquisition strategy for institutions seeking to expand or diversify or meet other institutional goals; diligence of acquisition targets</li> <li>"Sell-side": Assessment of organization's "merger readiness"; identification of potential partners; outreach to and assessment of prospective partners</li> </ul>																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Market and financial due diligence of prospective targets</li> <li>Acquisition strategy development</li> <li>Identification of prospective partners based on agreed upon criteria</li> <li>Evaluation of prospective partner based on agreed upon evaluation framework</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Organizations / leadership have built internal capacity and have more rigorous approaches to evaluating potential new ventures and partnership opportunities</li> </ul>																
GMU needs	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

## D. Large Scale Transformation: Organizational Design, Operational Improvements, Analytics

<b>Case study 13:</b>	<b>HR transformation</b>																
<b>Business need</b>	<ul style="list-style-type: none"> <li>The university sought to transform its HR function to create a consistent and exceptional work experience, commensurate with its reputation of excellence</li> </ul>																
<b>EY role</b>	<ul style="list-style-type: none"> <li>In the first phase, engaged university leadership and HR stakeholders to create a shared vision for future HR service delivery, the business case supporting the change, and the transformation guiding principles</li> <li>In the second phase, facilitated the co-design of a new HR service delivery model</li> <li>In the third phase, established the HR technology strategy, defined business requirements, and facilitated the solution and system implementation partner selection process</li> <li>In a subsequent engagement, EY implemented CavBot, an intelligent agent designed to answer employee questions and improve the onboarding process for newly hired employees - improving customer service and reducing University personnel cost</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Demonstrated the investment required, the breakeven timing, and the annual cost savings of 15% that can be redirected to more mission-critical priorities. Employed RAPID decision-making framework to enable the University to make greater than 95% of all key decisions on or ahead of schedule</li> </ul>																
<b>GMU needs</b>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Case study 14:</b>	<b>HR Service Center</b>																
<b>Business need</b>	<ul style="list-style-type: none"> <li>The university sought to transform how it delivered HR services, to improve responsiveness and efficiency</li> </ul>																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Developed the service center framework and comprehensive roadmap, including design of the operating model, workload analysis staffing plan, facilities plan, case management system implementation and KPIs, development of service portfolios and phasing strategy of service portfolios</li> <li>Developed a comprehensive change management, communications, readiness, and adoption strategy and plan to enable employees to successfully transition to adopting the service center upon go-live</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Designed and delivered the service center's culture (mission, values, defining specific behaviors for each value) in partnership with service center leadership and employees</li> </ul>																
<b>GMU needs</b>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
<b>Case study 15:</b>	<b>Administrative &amp; Academic Shared Services Planning</b>																
<b>Business need</b>	Amid ongoing financial pressure, the system sought to assess options for increased sharing across the system that would enable revenue generation and cost containment																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Analyzed data to identify and prioritize initiatives from a set of 13 System-defined potential opportunities, identifying four priority areas</li> <li>Analyzed the four prioritized initiatives in depth to establish a rationale, collecting stakeholder feedback and conducting external research, including an external market survey of potential online students and peer benchmarking</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Helped the system office develop a business case and implementation plan for each prioritized initiative. Two of the initiatives were implemented. Laid the groundwork for additional consolidation (mergers of three pairs of universities)</li> </ul>																
<b>GMU needs</b>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

## E. Research Operations

<b>Case study 16:</b>	<b>Clinical Research Infrastructure Redesign</b>																
<b>Business need</b>	Redesign of the current clinical research infrastructure to make it more efficient and effective																
<b>EY role</b>	<ul style="list-style-type: none"> <li>Understand the overall clinical research organizational goals</li> <li>Conducted a detailed assessment of the entire clinical research infrastructure (strategy, people, process (pre-award and post-award), technology and governance)</li> <li>Facilitate strategic planning process around clinical research with senior multi-disciplinary faculty members</li> <li>Create an operating and organizational model for the future state infrastructure</li> <li>Develop a detailed implementation plan with an inclusive governance model and associated workstreams (Communications, Technology, Talent, Business/Finance process and space)</li> </ul>																
<b>Value delivered</b>	<ul style="list-style-type: none"> <li>Streamlined processes, systems with appropriate built-in controls and regulatory compliance</li> <li>Comprehensive organization change (over 100 stakeholders involved) built for the future supporting all clinical research activities across different schools (e.g., Medicine, Nursing, Pharmacy, etc.)</li> <li>Identified cost optimization opportunities across the clinical research enterprise</li> <li>Implemented industry leading standardized practices and processes</li> <li>Delivered organizational structure and staffing change recommendations with plan to outline new roles and functions</li> </ul>																
<b>GMU needs</b>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

**b. Provide evidence of ability to assemble a relevant team of education experts quickly; strong network.**

The table below provides a sample of our subject matter resources to illustrate depth of our bench and ability to quickly tap in our network and bring the best of EY to our engagements in higher education. Resumes are provided in the Appendix.

Name	Position	Areas of experience															
Account Team																	
George Attalla	Coordinating Partner																17
Pam Kelly	Client Relationship Manager																17
Strategy and Transactions																	
Kasia Lundy	Principal, Higher Education	1		3		5	6	7	8		10	11	12	13		15	17
Haven Ladd	Principal, Higher Education	1		3		5	6	7	8		10	11	12	13		15	17
Mallory Caldwell	Principal, Healthcare & Transactions	1						7			10			13		15	17
Adam Sorensen	Principal, Healthcare & Transactions	1						7			10			13		15	17
Adam Chepenik	Principal, Restructuring	1		3							10						17
EY Infrastructure Advisors (public private partnerships)																	
Steven Auton-Smith	Principal	1	2					7			10	11	12	13	14		17
Nicole Doheny	Principal	1	2					7			10	11	12	13	14		17
Tuyen Mai	Principal	1	2					7			10	11	12	13	14		17
Consulting - People, Operations, Technology, Risk																	
Amr Ahmed	Principal, Cyber	1					6										17
Danny Ferron	Principal, People Advisory	1				5	6		8		10		12				17
Sean Jackson	Managing Director, Technology	1				5	6		8		10		12				17
Salman Shah	Principal, Research	1					6				10		12				17
Ram Venkatraman	Managing Director, People Advisory	1				5	6		8				12				17
Chris Ward	Principal, People Advisory	1					6		8				12				17
Tasha Youngblood Brown	Managing Director, Risk	1					6						12				17
Tax Services and Economic Development Opportunities																	
Amy Holloway	Principal, Economic Development	1						7				11					17
Bob Lammey	Partner, Tax	1			4												17
Andrew Phillips	Principal, Economic Development	1										11					17
Steve Tozier	Managing Director, Tax	1			4												17

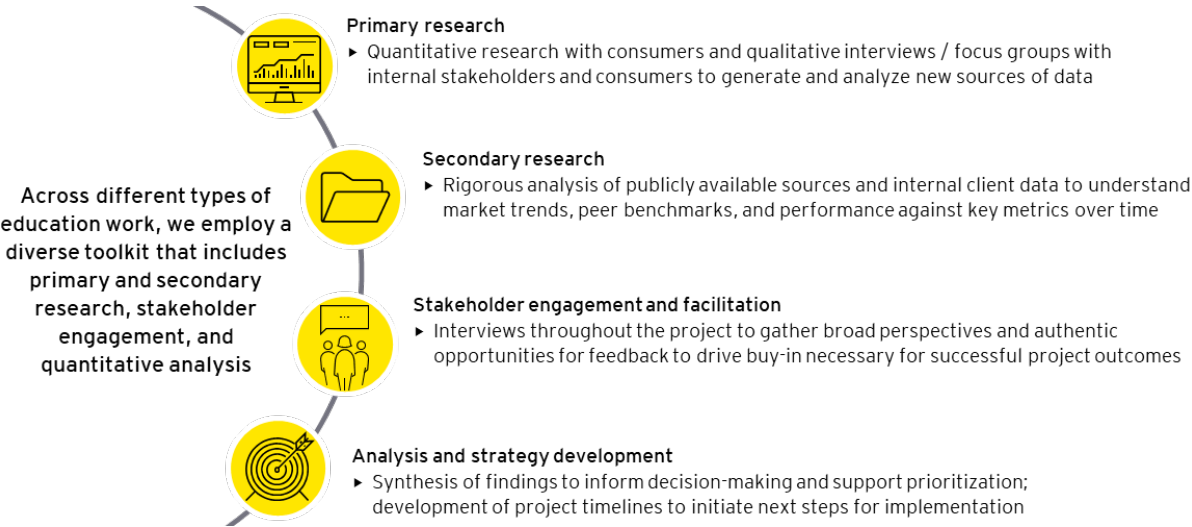
**George Mason Areas of Need**

- Higher education benchmarking and data analysis
- Helping large public and non-profit universities enter into public-private partnerships
- Financial analysis and budget planning
- Legal and/or tax structuring
- Setting up business functions at a university, such as billing for insurance
- Organization and operational assessments and improvements
- Higher education strategy and facilitation of new partnerships
- Strategic communication and change management of new initiatives or joint ventures
- Academic Leadership assessment and coaching
- Business and financial modeling
- Market analysis/Market demand analysis
- Significant work with US public and international universities including accreditation or research
- Demonstrated unique and proprietary knowledge regarding private for profit/not-for-profit companies/universities serving university market
- Extensive capital markets experience in higher education including both equity and debt issuances
- Extensive transactional experience, including mergers and acquisitions, in higher education
- Extensive experience in developing and growing DEI initiatives in higher education
- Agility and reach - ability to assemble a relevant team of education experts quickly; strong network

# B5. Approach

**Specific plans or methodology to be used to perform the services.**

Across different types of education work, we employ a diverse toolkit that includes primary and secondary research, stakeholder engagement, and quantitative analysis, as illustrated in the graphic below.

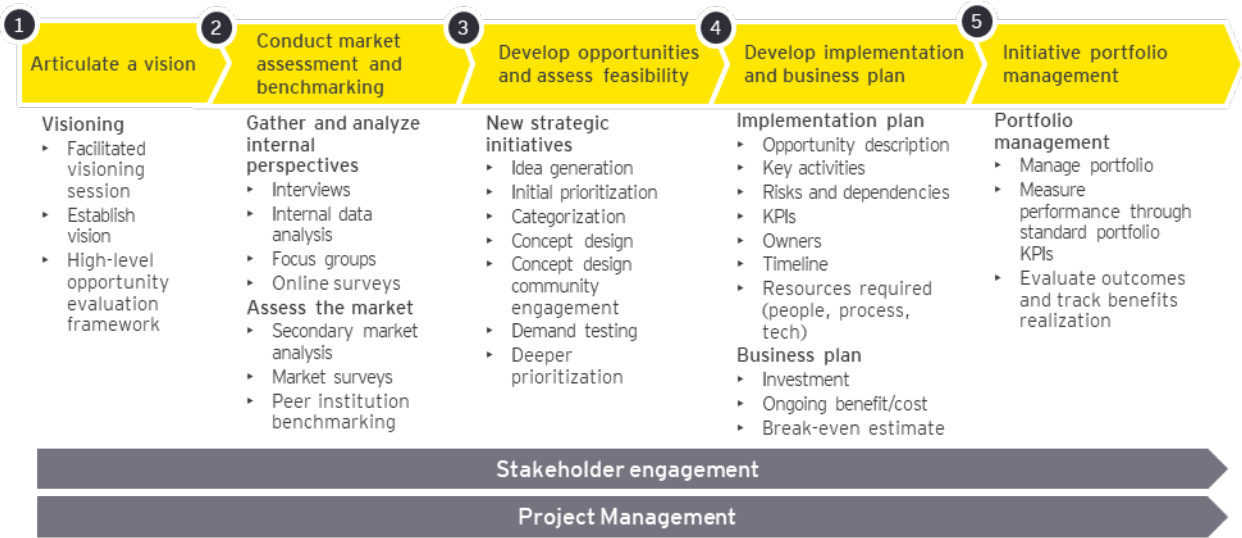


We rely on proven methodologies to deliver value to our clients, while maintaining enough flexibility in the project plan to include methodological nuances that reflect the context of a particular higher education institution. Since this RFP does not include specific task orders / scope of work, we would like to illustrate our approach by describing how we might work with you on three different categories of projects:

- Category 1: Growth strategy / revenue-generation projects
- Category 2: Partnership or M&A strategy and execution projects
- Category 3: Organizational / operational improvement or transformation projects

**Category 1: Growth strategy / revenue-generation projects**

These projects generally follow the arc depicted in the graphic below.



- 1. Articulate a vision (1-3 weeks)** – Critical to identifying new initiatives is establishing a strong, joint understanding of the strategic objectives and vision across stakeholders. We would work with Mason at the start of the project to understand and articulate the strategic objectives of each individual member of the steering committee and/or various stakeholders, often through a facilitated visioning session. This provides a road map of potential hypotheses to test and areas of focus for the

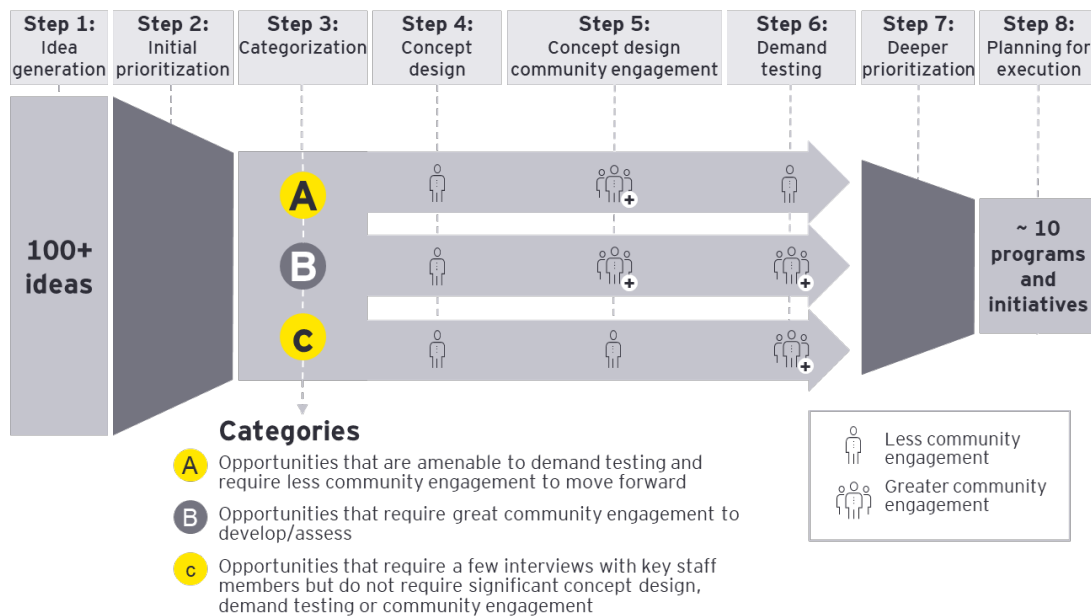
remainder of the project. We often also articulate a framework for evaluating new opportunities at this time. This can be done in parallel with the start of our activities to gather and analyze internal perspectives below.

## 2. Conduct market assessment and benchmarking (3-8 weeks):

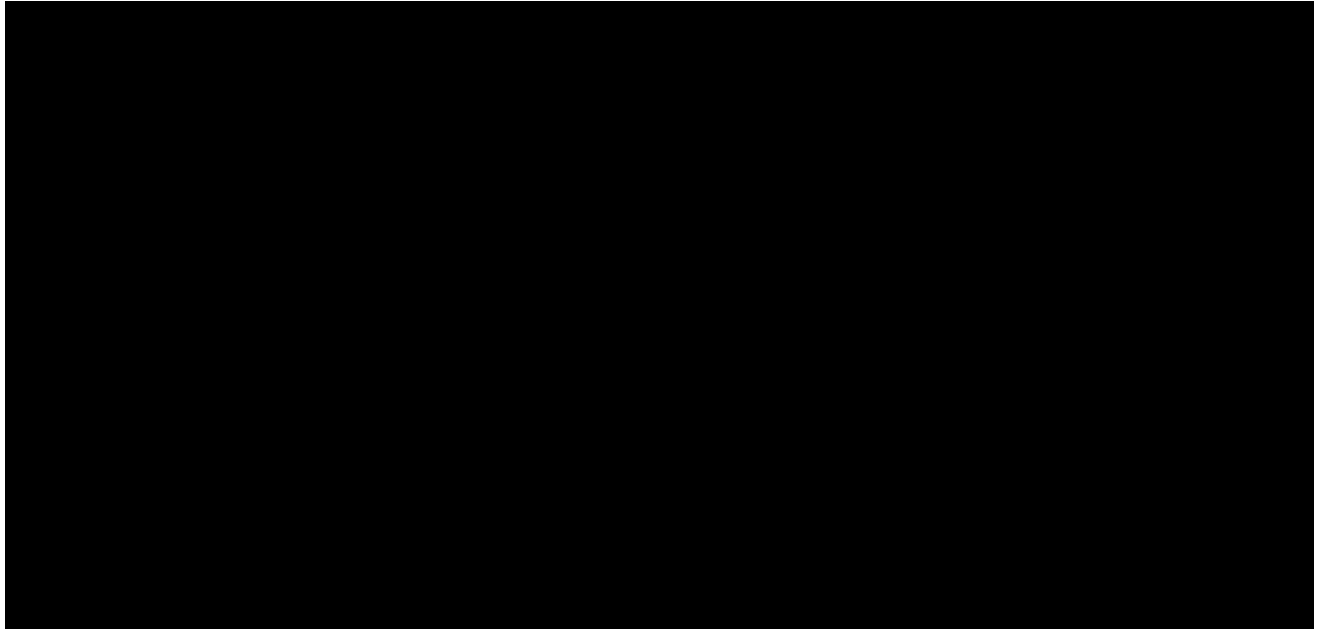
- ▶ **Gather and analyze internal perspectives** – It is critical to gather and coherently synthesize internal data and perspectives across the valuable, multifaceted community stakeholders that make up Mason. Then, we can create a plan that engages the community, motivates people to action, and ultimately benefits from a true commitment to implementation. The length of this activity is driven by (1) the time it takes to receive internal data, (2) the number of stakeholders, and (3) the type of engagement desired by the System or individual campuses. Depending on the project, we can take a light touch of interviewing a few key constituents, a medium touch that includes an online survey supplemented with in-person or virtual focus groups, or a high touch that, in addition to interviews, focus groups and surveys, also includes large-format input and presentation sessions (e.g., town hall-type meetings across campuses and individual schools/units on campuses).
- ▶ **Assess the market** – The goal of this phase is to understand the state of the market and key trends, as well as leading practices implemented by innovators in the market. This phase is the most essential part of a project like this and contains three primary areas of analysis. The length of this phase is driven by the complexity of the areas of analysis outlined below.
  - ▶ **Secondary market analysis** – We can leverage secondary data to define the System's market more clearly, understand the trends in the System's market and among key competitors, and assess the System's performance relative to the market. We can also use secondary research to compare the outcomes of the System's students (on a number of dimensions including persistence, retention and graduation) with those of peers.
  - ▶ **Surveys of prospective, current and past students in the market** – These types of surveys involve students both at the institution as well as at peers or competitors. Data obtained from these surveys can be very illuminating for institutions, as it brings in knowledge from a set of students that institutions seldom interact with in the normal course of business.
  - ▶ **Peer institution benchmarking interviews** – These interviews shed light on what peers are doing to evolve within the market and capture share.

## 3. Develop opportunities and assess feasibility (3-12 weeks):

- ▶ **New strategic initiatives** – Our approach leverages seven steps to arrive at a set of new programs or initiatives as part of a comprehensive strategic planning process to uncover new and innovative ideas that move the needle on the direction of the System. The length of this process depends on the number of opportunity areas under exploration as well as the number of stakeholders and their level of engagement. The chart below presents a hypothetical funnel of opportunities to show how they move through the exploration process.



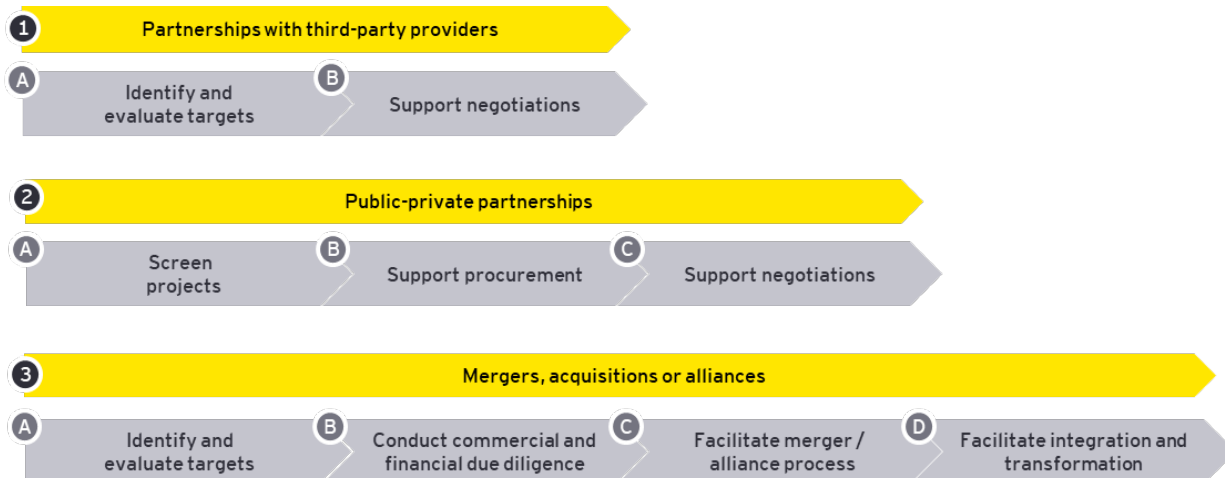
4. **Develop implementation and business plan (4-8 weeks)** – The time to develop an implementation plan depends on the level of detail and the level of stakeholder involvement. Some plans are high-level, with indicative ranges of benefit, large timeline ranges, and key activities that are evaluated by a smaller planning committee. Other plans include additional detail required for design in the implementation phase and leverage input across the stakeholders who will ultimately be responsible for execution. It is important for the implementation plan to accomplish what you need, namely that it (1) makes a case for the opportunity sufficient for decision-makers to provide the go-ahead and (2) inspires ownership over the plan among the team members responsible for execution. See below for an example of an implementation project charter that might be associated with this phase.



5. **Initiative portfolio management (IPM)** – Having a repeatable process to prioritize, plan and execute in alignment with the strategic road map is essential to overcome challenges such as inconsistent metrics and prioritization criteria as well as lack of traceability and control of execution that drastically hinders realized benefits. The IPM framework focuses on enhancing benefits from initiatives via a robust benefits tracking process. The major benefits of this agile portfolio management approach are enhanced governance, visibility of portfolio performance and transparency of decision-making. The components of a portfolio are not necessarily interdependent or even related, but they would be managed together as a group to achieve Mason's strategic objectives. IPM solutions are integrated from end to end, leveraging analytics, technology, process design, behavior change and governance to help people and organizations make better investment decisions. IPM's agile approach helps exert better control over strategic portfolios and realize value at all stages of the investment initiative life cycle.

## Category 2: Partnership or M&A strategy and execution projects

Partnerships could include any of the following types of relationships: (1) Partnerships with third-party providers, e.g., industry partnerships and outsourcing relationships; (2) Public-private partnerships; and (3) Mergers and acquisitions, and Other kinds of alliances (joint ventures, alliances based on MOU



1. **Partnerships with third-party providers:** Outsourcing arrangements can typically be established in under 6 months, depending on the service requested and the point in time in the year that the process is begun. Industry partnerships, like the curating of a large gift, can take longer. However, our work of identifying a potential partner and defining a business case and negotiation approach can be completed within 10 to 16 weeks.
  - A. **Identify and evaluate targets** – In this phase, we work with your team to clearly articulate your strategic objectives when considering an industry partner or outsourcing arrangement. We identify your requirements and key priorities for this potential arrangement. We then identify a list of potential partners that could meet your requirements and help to craft an outreach process and document that allows Mason to identify potentially interested partners.
  - B. **Support negotiations** – We evaluate initial responses and advise our clients on the terms of the potential outsourcing or partnership arrangement, given our experience in structuring partnerships that are in the best interest of the client and its constituents.
2. **Public-private partnerships:** The time horizon for the initial screening process for potential partnerships will depend greatly on the number of initiatives being considered. However, it typically takes 3 to 4 months to screen initiatives and develop a business case to take into procurement. The procurement of a partner to help deliver the initiative can take 12 to 18 months depending on the complexity of the initiative.
  - A. **Screen projects** – This identifies when a project may be suitable for implementation through a public-private partnership, determines if the project can be structured such that it avoids fatal flaws and delivers on project goals, and identifies potential benefits and trade-offs of a selected public-private partnership approach for a project:
    - ▶ **Preliminary screening** – Our evaluation of specific projects and opportunities begins with preliminary screening efforts for areas in focus for Mason before embarking on more detailed analyses to identify key trade-offs of using partnership approaches versus conventional delivery methods. Mason's staff and other stakeholders will have the best understanding of the nature of its existing assets and business needs. We would typically interview University stakeholders to draw upon their skills and perspectives in generating the list of potential projects and partnerships and how they interrelate:
      - ▶ In some instances, we may consider the screening on a linked basis as there may be synergies both in respect of the nature of the underlying goals and University assets but also in the market for potential partners. As an example, we found, with the Merced 2020 project for the University of California, that the delivery of student housing had geographical and service delivery synergies with some student union activities such as dining, lounge and non-sports recreation. UC Merced was able to bundle these activities as part of the same project, realizing efficiencies in cost and schedule.
      - ▶ Early screening of a major project or strategic goal will likely be based primarily on qualitative assessments of its nature, "ripeness" and general feasibility which we will present on the basis of pros and cons of each potential delivery option. For example, is the project a sufficiently high priority, are there regulatory, environmental or permit constraints, are there obvious funding streams that support or prevent advancement as a partnership?
    - ▶ **Due diligence** – As each potential initiative undergoes due diligence, there should be a growing indication that there are potential benefits from a partnership for Mason's overall program and/or the project itself. The due diligence would consider questions like can major project risks be covered by the private sector and/or mitigated, can responsibilities be clearly defined, and can labor-related requirements be clearly defined with the appropriate risk allocation?
    - ▶ **Comparative analysis** – After identifying the most promising initiatives and/or the most viable partnership approaches possible for each project, we will perform more detailed comparative analysis, including financial modeling, sensitivity analysis and market testing of revenue forecasts (when applicable), economic assumptions and technical risks. Concurrently, we would work with Mason to determine the impact of different project delivery methods on other work program priorities, funding (affordability) and debt capacity. Financial modeling is a core service for EY, and we have developed comprehensive financial models for higher education clients that place the project cash flows for partnership projects in the context of a system's or campus's overall budget forecasts
  - B. **Support procurement** – After a range of initiatives has been identified for potential partnerships, we can support Mason in developing an efficient and effective procurement methodology that is tailored to meet the needs of each initiative. Typically, the key activities in this phase, for each project, could include:
    - ▶ **Project information memorandum (PIM)** – Development of a PIM can enable Mason to consolidate strategic, academic, technical, financial and commercial information into a single document to be issued as a prospectus to potential partners. This document can also be used as a way of exposing draft project documents (e.g., leases, contracts and requests for proposals) to the market for discussion and comment. We have experience developing such documents and coordinating the input from various specialist advisors to maximize acceptance by the market.

- ▶ **Industry forum** – As an official launch to the procurement process and method of attracting market interest in a project, Mason may wish to convene a kickoff event that is open to the public. Mason can provide general information to a wide audience and convene smaller meetings with interested firms to solicit more detailed in-person feedback as an extension of the market outreach process. Our team can assist Mason with the event planning, marketing and coordination process and provide contact details for potential contractor and lender invitees and industry press. We would also support in developing presentation slides and other information, as well as participate in smaller firm-specific meetings, if any.
- ▶ **Procurement activities** – Procurement of a private partner typically involves a two-step process in which the public owner (1) uses an RFQ to narrow the field of potential bidders to a short list of the most highly qualified teams of firms (usually 3 to 4 teams) and (2) uses a RFP to invite the short-listed teams to submit detailed technical and financial proposals, from which the owner will select the project's partner. We have extensive experience with structuring and executing all types of partnership procurements and envisions supporting with the following:
  - ▶ **General procurement support** – Assist with any revisions to the procurement schedule that may be required as a result of incorporating private financing into the initiative and prepare presentations, briefing memos, talking points or other general or issue-specific information that Mason may require from time to time regarding the project's financial elements
  - ▶ **Development of procurement documents** – In collaboration with Mason's legal and technical advisors, develop the RFQ and RFP, including the evaluation criteria and methodology for selecting the short list and the preferred bidder and financial proposal requirements (if committed financing is required at the bid stage), and help the System's legal advisors draft the commercial and financial sections of any contract and lease documents
  - ▶ **Specialized advice** – Depending on the unique characteristics of each initiative, we bring leading advisors from EY's broad network to focus on tax, insurance and other potentially relevant sectors to advise Mason, typically specialized tax advice, insurance advisory or real estate valuation services.

C. **Support negotiations** – When a partner has been identified by Mason, our team can support Mason in responding to the bidder's questions and requests for revisions and clarifications to the RFQ and RFP documents by helping manage the Q&A process and drafting responses to commercial and financial questions and requests. Further, we will attend one-on-one meetings with bidders and assist Mason in responding to financial issues raised these meetings. As bidders request specific revisions to the RFP regarding the project risk allocation or commercial or financial terms, we can provide ongoing diligence and information on comparable projects and market practice.

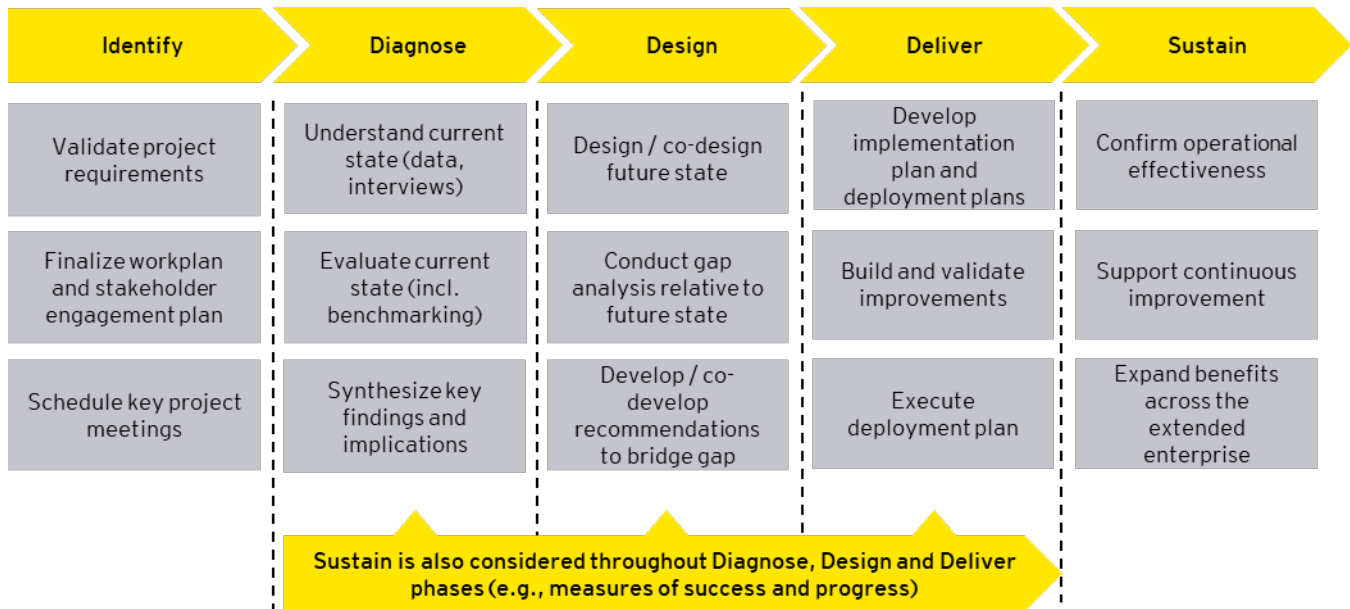
3. **Mergers, acquisitions or alliances:** The time horizon for a potential merger can vary widely, with short to long pauses in between stages depending on the appetite and urgency of both parties to move forward. While some mergers have happened from initial target identification to merger close in less than one year, the process is typically longer. The front end of the process is often driven by the institutional and leadership commitment to the idea of merger, something that we help to accelerate as part of our project. The back end of the process is often driven by regulatory requirements.

- A. **Identify and evaluate targets** – In this phase, we work with you and your leadership team to clearly articulate your strategic objectives when considering a merger or alliance. Based on these objectives, we conduct research to identify a long list of potential targets that could meet the criteria. We then help to manage a process of conducting outreach to potential targets and conduct more comprehensive research on those who are interested in pursuing further conversations. We conduct this process both on the buy and sell sides.
- B. **Conduct financial and commercial due diligence** – An institution typically seeks to make a strong case for the merger that can be leveraged when communicating the rationale to internal and external stakeholders, including students and parents, staff and faculty, your own board, regulators, accreditors, and the broader public. Institutions also typically prefer to resolve any issues that could be potential "deal breakers" prior to signing a memorandum of understanding (MOU) or announcing an intention to merge. This process of high-level financial and/or commercial due diligence allows major issues to be uncovered and discussed in a timely manner, without getting too into the weeds of all the details of implementation.
- C. **Facilitate merger process** – The timeline for this process is highly variable depending on the appetite for speed of the potential partner institutions. We assist in establishing a process to keep a strong cadence to move the conversations forward. Ultimately, the goal is to sign an MOU and announce an intent to merge at the end of this phase.
- D. **Facilitate integration and transformation** – During this phase, we help you to set up and run a process to effectively handle all of the details required to integrate upon closing of the merger. This process typically involves academic and administrative counterparts across both institutions and is facilitated most smoothly through a dedicated project management team and supported by strong project governance. The effectiveness of this process often is the determinant of whether the goals of the merger and synergies are realized, and also facilitates cultural integration of the two entities

### Category 3: Operational / Organizational Improvement or Transformation Projects

We have a proven approach that is the basis for all of our tailored approaches in the area of organizational design and transformation, and operational performance and process improvement. While each client context and specific project situation is unique, our methodology has several common steps that utilize industry-leading practices, techniques, tools and templates that directly align with industry delivery standards. In general, our approach to providing these types of services involves the following steps:

- ▶ **Identify** – Identifying and validating the requirements of the organization to enhance processes
- ▶ **Diagnose** – Diagnosing the current state organization and/or processes to prioritize recommendations
- ▶ **Design** – Designing exceptional future state organization and/or processes
- ▶ **Deliver** – Delivering an implementation road map and deployment plan
- ▶ **Sustain** – Sustaining operational excellence through continuous improvement and key performance indicator (KPI) monitoring



Generally speaking, the Identify and Diagnose phases together can take 6 to 14 weeks to complete. The length is dependent on factors such as: (1) number of functional areas in scope; (2) level of process detail or organizational detail (e.g., role level or individual position level); (3) number campuses/units in scope; (4) level of stakeholder involvement (generally the more stakeholders who need to be consulted and informed about the process, the lengthier the process).

The Design process can range from 3 months to 6 months depending on the number of initiatives being considered, the level or process or organizational detail, the desired level of collaboration with key stakeholders (in co-designing the solutions), and whether you are assessing and redesigning a function at a campus level or considering a university-wide change or a brand new function.

The Deliver phase can range from 1-2 months (e.g., if limited primarily to development of robust implementation plans, governance and project management structures) to a multi-year effort, depending on the scale/scope of the entire initiative.

### Project Management and Change Management

Project management in higher education is much more than simply tracking to timely completion. While that aspect is critical, it is also critical to effectively involve the array of stakeholders in the appropriate way at the appropriate times throughout the project. Successful adoption of recommendations at the end of a project depends on setting up the project to be well managed from day one.

Whether the project involves a team of 4 or 40, we can flex our project management services to meet your needs. When a project is of a smaller scale, such that dedicated project management resources are not required, the entire team is aware of building in strong project management from the outset. Conversely, on larger projects, we can activate a full suite of dedicated, professional project management capabilities. We are able to flex up or down based on the requirements of the project, cognizant of only providing those project management services that will be required to drive a smooth and successful project.

For the purpose of communicating our full range of potential project management capabilities, we are using the following pages to describe our most robust project management approach. Actual services and approach would depend on the specific project.

### Program management office (PMO)

The PMO approach typically leverages two types of services. One, project management, is generally used in its more robust form on larger initiatives where the project organization is critical. The other, change management, is critical on nearly every project in higher education. When taken together, project management and stakeholder and change management can be managed by a program management office. The PMO:

- ▶ Identifies key activities, risks and issues of the project while driving the integration efforts across the work streams
- ▶ Gathers, interprets and documents the task and resource dependencies across work streams and coordinates and manages those dependencies (generally including several common activities across the work streams, based on our experience, that will benefit from consistent processes, tools and controls)
- ▶ Integrates and coordinates key stakeholders across the System to capture business requirements

### Project management services

Our project management methods, approaches, tools, content and practice are aligned with the Project Management Institute's (PMI's) Project Management Body of Knowledge (PMBOK) guide, the PMI's The Standard for Portfolio Management – Third Edition, and the Software Engineering Institute's (SEI's) Capability Maturity Model Integration (CMMI), and can be tailored to fit the needs of each individual project.

As part of our framework, we have established a common, standards-based project management approach supported by leading program/ project management approaches, processes, accelerators and tools. The following table describes the components of project management that we potentially leverage.

Service	Description
Schedule/project plan management	<ul style="list-style-type: none"> <li>▶ Develop, maintain, track, monitor and analyze milestones, schedules and work plans on a weekly basis, updating the master program schedule to coincide with the program status tracking and reporting cycle</li> <li>▶ Identify any new tasks, including task names, dependencies, resource assignments, work effort and duration, changes in resource assignments, of interdependencies and constraints, actual start/ finish dates</li> <li>▶ Identify any late tasks and mitigation tactics</li> </ul>
Scope management	<ul style="list-style-type: none"> <li>▶ Work collaboratively to review statement of work (SOW); confirm, define and baseline scope; and establish work product tracking as well as establish and gain approval for change and change approval process</li> </ul>
Project financial management	<ul style="list-style-type: none"> <li>▶ Budget, analyze, track, report and manage project costs</li> <li>▶ Conduct scheduled reviews with designated System representatives to review project economics</li> <li>▶ Manage invoices and reporting</li> </ul>
Document management	<ul style="list-style-type: none"> <li>▶ Archive, share and track all project documentation and follow appropriate processes for level of assigned risk/ security for documentation type and by following PMBOK, EY US and System guidelines</li> </ul>
Requirements management	<ul style="list-style-type: none"> <li>▶ Document, analyze, trace, prioritize and agree on requirements and delivery approach</li> <li>▶ As a continuous process throughout the project, develop/review business requirements documentation (BRD), maintain requirements tractability matrix (RTM), establish/control change and communicate to relevant stakeholders to deliver goals</li> </ul>
Status reporting	<ul style="list-style-type: none"> <li>▶ As part of the status reporting process, compile weekly project status reporting package; the weekly project status report will hold the following information: Project executive overview; Progress against key milestones and work products; Key project activities (accomplishments, planned activities for next period, tasks scheduled but not completed, etc.), Project issues/key decisions; Project risks and risk status; Late tasks and remediation plans; and Pending/new change requests</li> </ul>
Project risk and issue management	<ul style="list-style-type: none"> <li>▶ Align with Mason on risk management plan and process</li> <li>▶ Align with or establish integrated meeting cadence and risk/issue log and process to review, identify, communication, document, mitigate, resolve and closerisk/issues</li> <li>▶ Maintain a project risk register to help manage and track each identified project risk</li> <li>▶ Communicate risks weekly via project status reports and review on a regular basis to determine whether they have occurred or are still valid</li> <li>▶ Prioritize risks according to degree of impact and probability of occurrence so that the most impactful and probable risks are addressed first</li> <li>▶ Review issue and the related key decision management as a structured day-to-day process that requires participation from all</li> <li>▶ Develop, track, and manage a risk, actions, issues, decision (RAID) log that will reside on your collaboration site and have alerts to make people aware items assigned to them</li> </ul>




Service	Description
Benefits realization	<ul style="list-style-type: none"> <li>Confirm target setting strategy based on approved business cases and assign improvement targets to identified benefit owners</li> <li>Establish a benefits tracking and governance process to support benefits realization and focus program efforts</li> <li>Monitor changes, report the realization of benefits, and hand over benefits tracking to business owners</li> </ul>
Project governance	<ul style="list-style-type: none"> <li>Work with Mason to identify roles and responsibilities needed for implementation of new initiatives</li> <li>Establish executive, steering and advisory committees across academic, administrative and health units, as well as a decision escalation framework to help enable timely mitigation/resolution of any risk, issue and decision</li> </ul>

## Change management

While traditional change programs are managed as a discrete process, the EY approach infuses change management thinking into all aspects of the work. From the construction of project teams to the collection of data and information to design of working sessions and co-design of potential processes, every interaction with System leaders, faculty and staff is an opportunity to either gain or lose support.

We adopt a customer-centric approach that includes expectations, objectives and voice in defining project needs and identifying and recommending potential approaches. In the higher education environment, we find that this inclusive and deliberate style is often the difference between realizing the desired outcomes and simply completing a project.

We take a focused, rigorous approach to evaluating the success of change management efforts with stakeholders. Our approach evaluates change across the dimensions of the hands, head and heart:

	What	How	Key outcome	Evaluating change management
<b>Hands</b> <b>"Are you prepared?"</b> 	<ul style="list-style-type: none"> <li>Informed</li> <li>Demonstrated, right behaviors</li> <li>Upskilled, proficient, productive</li> </ul>	<ul style="list-style-type: none"> <li>Meetings and working sessions</li> <li>Digital enablement tools</li> <li>Communications</li> </ul>	<ul style="list-style-type: none"> <li>Increased productivity and higher quality</li> <li>Increased effectiveness</li> <li>Better stakeholder experience</li> </ul>	<ul style="list-style-type: none"> <li>Meeting attendance and level of engagement</li> <li>Stakeholder satisfaction level</li> </ul>
<b>Head</b> <b>"Do you have an agile mindset?"</b> 	<ul style="list-style-type: none"> <li>Inquisitive and focused</li> <li>Cross-functional team collaboration</li> <li>Empowered</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholders "in the field" leading the way</li> <li>Culture considerations</li> <li>Change network</li> </ul>	<ul style="list-style-type: none"> <li>Greater insight</li> <li>Increased idea sharing</li> <li>Stakeholder ownership of the opportunities identified</li> </ul>	<ul style="list-style-type: none"> <li>KPI and metrics</li> <li>Number of ideas, opportunities and input provided</li> </ul>
<b>Heart</b> <b>"Are you engaged?"</b> 	<ul style="list-style-type: none"> <li>Purpose buy-in</li> <li>"What is in it for us?"</li> <li>Valued and connected stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>Leadership visibility</li> <li>Stakeholder recognition</li> <li>Purpose-aligned implementation plans,</li> <li>Stakeholder engagement</li> </ul>	<ul style="list-style-type: none"> <li>Generate trust among the organization</li> <li>Ownership of opportunities</li> <li>Improved engagement scores</li> <li>Willingness to go "above and beyond"</li> </ul>	<ul style="list-style-type: none"> <li>Leadership survey and feedback results, both downward and upward</li> <li>Engagement metrics</li> </ul>

Today's institutions of higher education consist of an incredibly diverse and complex workforce. Each school and administrative unit has a culture and way of communicating at a local level that must be understood by the project team. Audience segmentation and local change planning are vital building blocks of any sound change approach. This complexity means that a single message must get shaped to resonate with a variety of audiences and matched with change tactics that are appropriate at all levels of the organization. For example, the tactics and language you use with faculty members are very different than delivering a similar update to a staff member in the finance function of the same school.

## B6. Litigation, investigation, lawsuits and firm name

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In your proposal response please address the following:

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

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The US firm, as is true of all major professional services firms, is involved in litigation in the normal course of our professional activities. We believe the mere filing of a suit against a firm provides no meaningful indication of the quality of work, since the complaint represents merely the unproven allegations of a plaintiff. The outcome, moreover, may not bear a meaningful relationship to quality. We believe that the quality of the US firm's work meets the highest standards of the profession. We are proud of our record. It supports our assessment that litigation has not reflected adversely upon the quality of our professional work, nor has it ever impaired our ability to serve our clients. We are not aware of any matter that would impact our ability to serve our clients or provide the services requested in this proposal.

**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.**

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We are subject, from time to time, to inquiries by the Securities Exchange Commission (SEC), the Public Company Accounting Oversight Board (PCAOB), state regulatory bodies or professional organizations. Many of these inquiries are not public. We are not aware of any inquiries that would have a material impact on our firm's ability to perform the services you are requesting.

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

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Ernst & Young LLP maintains a comprehensive professional indemnity insurance program that is continually monitored and modified so as to provide the firm with coverage considered appropriate in the current operating environment.

As is true of all other national accounting firms, we participate from time to time in SEC and PCAOB inquiries; however, we are not aware of any such inquiry that would have an impact on the ability of the firm to continue serving its clients. With the foregoing in mind, we are prepared to discuss with you in more detail a few matters relating to EY's provision of professional services that recently have been noted in the press.

- ▶ **Marrone Bio:** In June 2016, the Firm was named as a defendant in a class action brought on behalf of stockholders of Marrone Bio Innovations, Inc. ("MBI"). The complaint, as amended, alleged a single claim against EY based on alleged false statements in MBI's registration statement filed in connection with a secondary stock offering by MBI in June 2014. Plaintiffs alleged that EY's audit of MBI's financial statements for year-end 2013 was not conducted in accordance with professional standards. EY vigorously denied the allegations against it and intended to demonstrate through fact and expert discovery that it complied with all applicable standards in conducting its audit. In January 2019, the parties entered into a settlement agreement to resolve the matter. The settlement was approved by the Court in July 2019.
- ▶ **Overseas Shipbuilding Group:** In 2013, the Firm was named as a defendant in a class action brought relating to Overseas Shipbuilding Group ("OSG"). The complaint, as amended, alleged a single claim against EY based on alleged false statements in connection with OSG's sale of debt securities in 2010, which included EY's audit opinion on OSG's financial statements for year-end 2008. The Court granted summary judgment in favor of EY in June 2015.
- ▶ **Lehman:** Ernst & Young LLP served as Lehman's independent auditor from 1994 until its bankruptcy in September 2008. Our last audit opinion was for Lehman's fiscal year ended November 30, 2007. As mortgage defaults and associated losses in mortgage and real estate portfolios increased through 2008, Lehman (as well as other major financial institutions) suffered a significant loss of confidence among investors and counter parties. Lehman filed for bankruptcy protection on September 15, 2008. Ernst & Young LLP was named as a defendant in a number of civil lawsuits relating to Lehman's failure, including a civil complaint filed by the Attorney General of the State of New York (NYAG). In April 2015, Ernst & Young LLP entered into a settlement resolving the claims brought by the NYAG. Ernst & Young LLP believes that its work on the Lehman audit complied fully with professional standards. Lehman's bankruptcy resulted from the financial crisis and the company's investment decisions. Lehman's failure was completely unrelated to its financial reporting.

- ▶ Madoff-related Litigation - Ernst & Young LLP was named as a defendant in a number of lawsuits relating to funds audited by Ernst & Young LLP which invested with Bernard Madoff. All but one of those cases were dismissed either by the plaintiffs themselves or by the court. The one remaining case ended in a jury verdict in November 2015, in which the jury rejected the vast majority of plaintiffs' claims but awarded plaintiffs approximately \$10 million for allegedly misrepresenting that EY conducted GAAS audits. EY was not the auditor of any Madoff entity; it was among the many auditors of funds that chose to use Madoff as their investment advisor. While we regret the investors' losses, we believe no audit of a Madoff-advised fund could have detected this Ponzi scheme, and we continue to believe EY was not responsible for any of these investors' losses.
- ▶ HealthSouth - In January 2004, Ernst & Young LLP was named as a defendant in class action litigation entitled In Re HealthSouth Corp. 2002 Securities Litigation, filed in United States District Court for the Northern District of Alabama. This litigation matter included lawsuits filed by classes of stockholders and bondholders. Other defendants included HealthSouth, the former Chairman and CEO of HealthSouth, an underwriter of HealthSouth's debt offerings, and certain of the underwriter's officials. All of these claims have been settled. A separate derivative litigation, brought on behalf of HealthSouth, asserts claims which include fraud, breach of contract, and negligent audit work. The arbitration panel that heard this matter dismissed all of HealthSouth's claims in December 2012. HealthSouth thereafter filed a motion in Alabama state court seeking to overturn the arbitration panel's ruling. The state court denied the motion. HealthSouth appealed that ruling to the Alabama Supreme Court, and in June 2014, the Alabama Supreme Court affirmed.
- ▶ Tax Shelter Partnership Litigation - The Firm was also subject to litigation matters related to various tax shelter transaction services offered between 1999 and 2002, which were resolved through confidential mediation and/or arbitration proceedings. The Firm also was the subject of a grand jury investigation by the United States Attorney for the Southern District of New York regarding the same tax shelter transactions as are involved in the civil litigation. EY resolved the matter in February 2013 by entering into a Non Prosecution Agreement. The group with primary responsibility for the marketing of those tax shelter transaction services was disbanded in early 2003, and Ernst & Young LLP discontinued its individual tax shelter practice. The NPA expressly recognized that the wrongdoing by a small group of professionals represented a deviation from the more than 100-year history of ethical and professional conduct by Ernst & Young LLP and its partners.

The Firm is also subject to a number of other litigation matters, regulatory proceedings and governmental investigations in the ordinary course of business, many of which are handled through confidential proceedings.

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

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The firm's name has not changed in the last ten years.

# Pricing proposal

Per Section 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.

Our philosophy is to provide quality service for a fair and competitive fee structure

The intent of our fee structure is to demonstrate our continued commitment to developing a long-term relationship with Mason and performing consistently as your trusted advisor. Our fee model is flexible based on the type of work, project size and scope of each work stream requested in the various areas outlined in the RFP. It is our goal to match each work stream to the right resources by experience level to deliver the best value for Mason. As each project is identified, we will discuss our staffing arrangements and rates before any project work is undertaken.

The table below provides the range of rates for the primary professional levels that we believe would be required to cover the various areas outlined in the RFP.

	Labor Category	Base Year Rate
<b>EY Strategy and Transactions</b>		
1	Principal	\$ 725.00
2	Managing Director	\$ 575.00
3	Senior Director	\$ 520.00
4	Director	\$ 450.00
5	Consultant	\$ 408.00
6	Staff Consultant	\$ 355.00
7	Program and Administrative Support	\$ 150.00
<b>EY Consulting</b>		
8	Principal/Executive Director	\$ 525.00
9	Director	\$ 475.00
10	Senior Manager	\$ 350.00
11	Manager	\$ 295.00
12	Senior	\$ 240.00
13	Staff	\$ 185.00
14	Program and Administrative Support	\$ 135.00

**EY Strategy and Transactions** includes EY-Parthenon and our Transaction and Corporate Finance (TCF) service.

- ▶ EY-Parthenon includes strategy services, transaction strategy and execution, and turnaround and restructuring strategy.
- ▶ TCF services include Lead Advisory (mergers and acquisitions, capital and debt advisory, and infrastructure advisory), transaction diligence (buy-side and sell-side financial due diligence), and valuation, modeling and economic services and consulting.

**EY Consulting** includes Business Consulting, Technology Consulting, and People Advisory Services:

- ▶ Business consulting includes business transformation, finance, supply chain and operations, enterprise risk, and technology risk.
- ▶ Technology consulting includes technology transformation, data and analytics, cybersecurity, digital and emerging technology, and technology solution delivery.
- ▶ People advisory services include HR transformation and change management, people mobility, and people experience services.

# Appendix A: Exceptions to contract templates



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**RFP Section IV. Final Contract - Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response.**

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We have reviewed the terms contained in the RFP, including the Sample Contract. We note that in previous engagements, EY and George Mason University, have agreed that EY should provide services under the Existing contract number GMU-1442-17-02. In the event EY is chosen to provide the services, we would suggest that the parties leverage that approach for the services contemplated under the RFP here as well. Using that approach, the parties can focus their discussions on the terms and conditions of the specific services rather than on standard boilerplate language.

## Appendix B: Team biographies



## Strategy and Transactions



### Kasia Lundy

*Principal, EY-Parthenon  
Higher Education Lead  
Boston, Massachusetts  
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### Profile

Kasia leads EY-Parthenon's Higher Education practice and has been with the firm for almost 20 years. She also worked directly in higher education as Chief of Staff to three Harvard University presidents (2003-2009). In this role, she oversaw the operations of seven units reporting to the President's Office and drove strategic initiatives university-wide on behalf of the president and provost.

Since rejoining EY-Parthenon in 2009, Kasia has focused on education sector engagements in higher education. Her higher education engagements have included strategic planning, governance and organization structure design, revenue generating strategies (online strategies, program development, alternative revenues), academic outcome improvement strategies, operational efficiency improvement strategies, and M&A / partnership strategies.

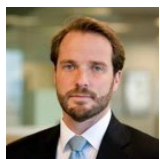
Kasia's higher education clients have included university systems (e.g., PASSHE, Texas A&M University System, University of Massachusetts, University of Colorado, University of Missouri, University System of Georgia), public research institutions (e.g., George Mason University, UMass Amherst, University of Virginia), private research universities (e.g., Drexel, Emory, Johns Hopkins, USC), and liberal arts colleges. Kasia has also led a number of partnership engagements (e.g., BU/Wheelock; Tufts/SMFA; Emerson/Marlboro)

### Selected project experience relevant to George Mason's Needs

- ▶ 2020-2021 – Advised George Mason University on rollout of COVID-19 policies and programs (e.g., testing), assisted with modeling of financial implications, and provided project management support. Developed deep understanding of how Mason is organized and how it operates as a result of this cross-functional work.
- ▶ 2018-2021 – Advised higher education clients (flagship university in a public system in the Southeast, public university system in the Northeast, business school at top tier private research university in the Southwest) on strategies to increase online/hybrid enrollment (program choices, infrastructure requirements, build vs. buy vs. partner decisions).
- ▶ 2017-2021 – Led several successful merger processes (between smaller, niche schools and large research universities). The work involved developing and managing a process to identify strategic partners, facilitating strategic discussions involving the board, college leadership and administration, and drafting the structure and terms to bring the two institutions together.
- ▶ 2018-2021 – Led organizational redesign engagements for several large public institutions. E.g., worked with the senior leadership of a top tier research university to redesign the reporting structures across three key offices (president's office, provost's office, and EVP office). Activities include benchmarking peer institutions, gathering input from internal constituents, analyzing gaps and recommending a future state design.
- ▶ 2017-2022 – Supported a number of liberal arts colleges as well as a large public university in developing a comprehensive financial sustainability strategy, including revenue-generating and cost containment opportunities, as well as partnership opportunities. Build implementation plans to execute the opportunities; plans were implemented.
- ▶ 2017 – Facilitated strategic planning process with the board of regents of a large state university system to help develop a strategic plan for the system.
- ▶ 2016 – Analyzed information technology support operational effectiveness through customer feedback (academic and administrative units). Kasia assessed governance and decision-making processes, evaluated information technology support spending relative to peer institutions/systems, and recommended changes to the overall operating model.
- ▶ 2015 – Facilitated a design process with diverse group of academic and administrative stakeholders to generate alternative revenue concepts, assessed revenue potential and viability of prioritized opportunities, and led institution to consensus on priority areas.

### Technical training and education

- ▶ June 2000 – Master of Business Administration, Harvard Business School
- ▶ June 1995 – Bachelor of Arts in Economics, Harvard University


**Haven Ladd**
*Principal, EY-Parthenon*

Boston, Massachusetts

+1 617 617 478 7055

[haven.ladd@parthenon.ey.com](mailto:haven.ladd@parthenon.ey.com)
**Profile**

Haven Ladd is a Partner in EY-Parthenon's Strategy practice, with a focus on the US education market. Since joining EY-Parthenon in 1997, Haven has advised management teams of companies and institutions across the education and corporate markets.

Haven's work focuses on the intersection of growth and outcomes in a variety of market settings, including public K-12 districts and higher education institutions and systems. Functionally, his experience includes accountability, performance management, financial planning, organizational design, operations, and strategic planning. Haven has led multi-year projects touching all aspects of data use in some of the nation's largest and most challenged urban school districts, including Chicago Public Schools, Detroit Public Schools, Newark Public Schools, and many others. Over the last 10 years, Haven has worked with the leadership teams and boards of over two dozen higher education institutions.

Haven is a frequent speaker and writer about education strategy and has led the strategy and execution of numerous mergers and alliances among education institutions.

He serves on the board of the Boston Collegiate Charter School as Treasurer and Chair of the Finance Committee, and Chairs the Board of the Landing School, an independent college in Arundel, Maine.

**Selected project experience relevant to George Mason's Needs**

- ▶ 2017-2022 - Led transformation strategic planning efforts for colleges and universities which included developing a comprehensive financial sustainability strategies, including revenue-generating and cost containment opportunities, as well as partnership opportunities. Many of these included building implementation plans to execute the opportunities and assisting with implementation.
- ▶ 2020-2021 - Led a planning and design project to double the fundraising capabilities of a leading R1 university. This included a broad-scale, issues-based major gifts program and a reimagined the small-dollar fundraising effort, resulting in 3X increase in productivity 12 months later.
- ▶ 2018-2021 - Advised multiple state university systems on strategies to increase online/hybrid enrolment (program choices, infrastructure requirements, build vs. buy vs. partner decisions). These efforts expanded the addressable market for these universities and accelerated growth and net revenue generation.
- ▶ 2017-2022 - Led several successful merger processes (between smaller, niche schools and large research universities). The work involved developing and managing a process to identify strategic partners, facilitating strategic discussions involving the board, college leadership and administration, and drafting the structure and terms to bring the two institutions together.
- ▶ 2021-2022 - Facilitated the development of the re-design of a state's public higher education funding strategy, including institutional aid formula re-development and substantially re-designed financial aid approaches. This was a public process with state-wide stakeholder engagement.

**Technical training and education**

- ▶ Master of Business Administration, Tuck School of Business, with distinction
- ▶ Bachelor of Arts, Harvard University

**Mallory Caldwell***Principal, EY-Parthenon*

Houston, Texas

+1 832 721 3734

[mallory.caldwell@parthenon.ey.com](mailto:mallory.caldwell@parthenon.ey.com)
<mailto:adam.sorensen@parthenon.ey.com>
**Profile**

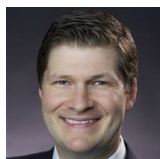
Mallory Caldwell is EY's US Health Sector Leader, Americas Strategy and Transactions Leader for the Health Sciences and Wellness industry market, and a Principal in EY's Strategy and Transactions practice, where he leads EY-Parthenon's US Healthcare practice. Based in EY's Houston office, Mallory brings 25 years of experience in a variety of strategic, operational, and transactional business matters.

**Selected project experience relevant to George Mason's Needs**

- ▶ Provided strategic and operational leadership over numerous value-creation initiatives in healthcare, including growth, geographic and service-line extension, operational transformation (quality and efficiency), capital projects and network development.
- ▶ Executed hundreds of projects including strategy/market assessment, joint venture/alliance planning, operational diligence, synergy definition and capture, pro forma development, operational planning and management, and merger integration.
- ▶ Developed and implemented multiple strategic alliances to extend reach and impact of centers of excellence and to establish regional coordination of care for patients.
- ▶ Developed acquisition strategies and provided negotiation support for multiple provider system integrations, including development of post-merger enterprise strategy, identification of synergies, and prioritization of operational requirements.
- ▶ Led integration of two global pharmaceutical companies, with focus on post-merger operating model, organization design and leadership structure, realization of people synergies, and organizational change management.
- ▶ Prior to EY, Mallory was Senior Vice President at a leading academic medical system where he had operational responsibility for Surgery and the Hospital-Based Services as well as leadership responsibility for Strategy and Corporate Governance.

**Technical training and education**

- ▶ Juris Doctor, University of Virginia School of Law
- ▶ Bachelor of Accountancy, University of Mississippi

**Adam Sorensen***Principal, EY-Parthenon*

New York, New York

+1 917 757 9829

[adam.sorensen@parthenon.ey.com](mailto:adam.sorensen@parthenon.ey.com)**Profile**

Adam is a Principal in EY-Parthenon's Strategy and Transactions Health practice with over 18 years advising leaders of providers, payors and private equity firms in evaluating vertical and horizontal transactions and capturing value via synergy identification, integration management and operating model strategy and design

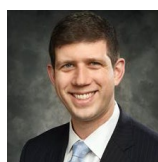
Adam's experience includes numerous health care transactions from across the M&A lifecycle: strategy/market assessment, acquisition/partner targeting, joint venture planning, operational diligence, synergy definition and capture, financial pro forma development, integration planning and management, Day 1 readiness and post-merger integration.

**Selected project experience relevant to George Mason's Needs**

- ▶ Joint Venture planning for partnership between leading regional mission-focused health system and national healthcare services provider for back office and patient care enabling capabilities
- ▶ Operating model strategy, design and implementation for national health system aiming to reduce cost and improve quality via centralization, outsourcing and offshoring initiatives
- ▶ Operational diligence and synergy validation for large health plan-provider Joint Venture transaction, including detailed market analysis and implication of local market limitations on operating model design
- ▶ Operating model framework for a global healthcare organization looking to scale and integrate back office capability while supporting international health plan and care delivery growth; integration playbook to support future global M&A
- ▶ Comprehensive sell-side support for carve-out and merger of regional University-owned health system in combination with large regional not-for-profit health system and large national for-profit health system
- ▶ \$3B merger of 3 Academic health systems into payor organization. Integration design, planning and execution for most clinical and functional areas of operations. \$180M in synergies achieved.
- ▶ Numerous synergy analyses for academic health systems and community health system mergers & acquisitions representing in-market and out-of-market deals; includes cost reduction, revenue enhancement, cash acceleration & capital avoidance opportunities
- ▶ Buy side acquisition of national health system carve-out; included due diligence, regulatory approval, functional blueprinting, contracts reassignment, financial modeling, IT TSAs, synergies, board approvals and Day 1 readiness
- ▶ Carve-out and activation of \$500M safety net academic medical center as stand-alone from health sciences University while parent was merged into separate higher education institution. Three separations and two integrations occurring simultaneously. Current state / future state blueprinting of all hospital people/process/technology, financial model development, Year 1 capex requirements, supply chain / payor contracts reassignment, regulatory compliance, IT system separation, TSA development and costing.

**Technical training and education**

- ▶ BA, Princeton University
- ▶ MPH, Columbia University


**Adam Chepenik**
*Principal, EY-Parthenon*

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**Profile**

Adam Chepenik is a Principal at Ernst & Young LLP with more than 17 years of combined restructuring and public-sector experience, including six years at the U.S. Treasury Department where he served as a Deputy Director.

At Ernst & Young, Adam is overseeing the expansion of EY's public sector restructuring practice. In that role, Adam advises sovereign, sub-sovereign, state, and local governments in financial distress, on the development of multi-year fiscal planning, structural reforms, cash flow and budget forecasts, creditor negotiations, labor contracts, legacy retiree obligations, pension reforms, and other in-court and out-of-court restructuring needs.

Prior to his current role, Adam worked at the U.S. Treasury Department. At Treasury, Adam advised senior White House and Treasury officials in the development of public policy pertaining to distressed municipalities, infrastructure finance, and public pensions. He also played a key role in the development of the federal government's response to Puerto Rico's financial crisis including extensive technical assistance to Congress in the drafting of the Puerto Rico Oversight, Management and Economic Stability Act (PROMESA).

Prior to his position at Treasury, Adam worked in the Blackstone Group's Restructuring and Reorganization Advisory business where he advised state governments and corporate executives on a wide array of topics including liquidity forecasting, valuation analysis, capital structure optimization, bankruptcy, acquisitions and divestitures.

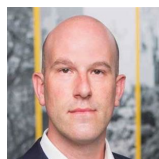
**Selected project experience relevant to George Mason's Needs**

- ▶ Financial Oversight & Management Board of Puerto Rico - Provided financial, budget, liquidity, pension, and other advice to the Board. Developed multi-year fiscal plans and forecasts, traced cash balances, and identified revenue and expense initiatives. Also supported government transformation efforts, creditor mediation, and debt analysis.
- ▶ Government of Puerto Rico - Helped coordinate federal agency efforts and provided extensive assistance to Congress in the drafting of Puerto Rico Oversight, Management & Economic Stability Act.
- ▶ Government of U.S. Virgin Islands - Provided detailed cash flow and long-term revenue and expense forecasting advice. Advised on disaster loan recovery efforts and operational restructuring needs.
- ▶ State of New Jersey - Advised on methods to monetize State owned assets, including real estate, to fund pensions and other policy priorities.
- ▶ State of Kansas - Evaluated long-term structural reform opportunities for the State. Designed quantitative model to evaluate cost savings and track implementation of reforms.
- ▶ City of Baltimore - Assisted with the development of fiscal reform initiatives, financial modeling needs, and tax credit analysis.
- ▶ Harry & David - Analyzed pension restructuring and funding strategies, including PBGC risks. Evaluated investor recoveries, rates of return and liquidity if Debtor retained the pension.
- ▶ Washington Mutual - Valued net operating losses. Using regression and volatility analysis, estimated loan loss reserves and potential business performance. Drafted expert testimony.
- ▶ Colombian Wireline Telecommunications Company - Designed a quantitative cross-border currency model to evaluate various corporate restructuring alternatives, including debt-for-equity swaps, derivative transactions, and business plan sensitivities.
- ▶ Washington, DC Real Estate Developer - Facilitated out-of-court restructuring of the company's real estate portfolio to keep it solvent and avoid filing for a Chapter 11 bankruptcy.

**Technical training and education**

- ▶ MBA, Harvard Business School
- ▶ Masters, Public Administration, Harvard University John F. Kennedy School of Government
- ▶ Bachelor Degrees, Finance, Economics, Mngt. Statistics, Summa Cum Laude, University of Maryland
- ▶ Chartered Financial Analyst
- ▶ Bond Buyer Rising Star

## EY Infrastructure Advisory (public private partnerships)



### Stephen Auton-Smith

Senior Managing Director, EY Infrastructure Advisors

New York, NY

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Stephen.autonsmith@ey.com

### Profile

Stephen leads Ernst & Young Infrastructure Advisors' energy and environmental infrastructure business and has more than 20 years of experience in advising owners and developers on infrastructure projects in the energy and water sectors. He has a strong track record in procurement, financial and commercial structuring, utility procurement strategies, and project finance both in the US and globally. Stephen is engagement lead on EYIA's university utility P3 projects and more widely advises both governments and corporates on strategy and transactions associated with climate change adaptation and mitigation. He coordinates delivery of a range of EY services to support strategic energy management across a range of sectors.

### Selected project experience relevant to George Mason's Needs

- ▶ Low carbon microgrid transformation project - University of California Berkley
- ▶ Low carbon transformation strategy and roadmap - UCLA
- ▶ Energy P3 / monetization / decarbonization and resilience transaction - Tulane University, LA
- ▶ Energy P3 / monetization transaction - University of Louisville
- ▶ Energy P3 / monetization transaction - Duquesne University
- ▶ Energy P3 / monetization feasibility study - Iowa State University
- ▶ Energy P3 / monetization feasibility study - Meharry Medical College
- ▶ Energy P3 / monetization feasibility study - LaSalle University
- ▶ Energy P3 / monetization feasibility study - University of Illinois @ Urbana Champaign
- ▶ Low carbon transformation energy P3 feasibility study - Vanderbilt University
- ▶ Low carbon transformation energy P3 feasibility study - Oberlin College, Ohio
- ▶ Energy P3 transaction - Dormitory Authority of the State of New York
- ▶ Energy P3 / feasibility study - Penn State University
- ▶ Energy P3 / feasibility study - Kent State University
- ▶ Energy Services Performance Contracting program, DASNY

### Technical training and education

- ▶ BA Economics - Christ's College, University of Oxford
- ▶ Series 50 and Series 54 Qualified Municipal Advisor Principal
- ▶ Association of Corporate Treasurers
- ▶ Accountant of England and Wales


**Tuyen Mai**

Senior Managing Director, EY  
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**Profile**

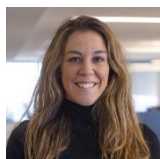
Tuyen Mai is a Senior Managing Director with EY Infrastructure Advisors, LLC, an affiliate of Ernst & Young LLP. Serving as EY's West region infrastructure advisory lead, Tuyen brings approximately 20 years of experience developing and consulting on large-scale capital and redevelopment projects, from transportation to municipal facilities and urban redevelopment. He advises universities and state and local governments on strategic planning and delivery of infrastructure, focusing on public-private partnerships (P3), municipal finance, and major procurements and complex transactions. He previously served as a project manager on international road and airport private developments for Egis, a major European infrastructure engineering and operations group.

**Selected project experience relevant to George Mason's Needs**

- ▶ San Diego State University - Real Estate and Financial Advisory Services, Mission Valley Campus Expansion: Faced with a lack of available academic and research space, the client was looking to acquire and develop a 150+ acre site into a mixed-use campus incorporating a 35,000-seat multi-use stadium, commercial, residential, hospitality and institutional/research & development uses over the next 20 years. Served as engagement leader overseeing evaluation of the expansion phasing strategy based on forecast market demand, and analysis of financial affordability given university's need to support the expansion project without recourse to general funds. EY also prepared an economic impact assessment report for SDSU during the Measure G campaign
- ▶ University of California, Merced 2020 Project (UC): Served as project manager of the \$1.5+b project to expand facilities to support a 50% increase in the current student population by 2020. This project is unique in the United States as it is being procured as a performance based DBFOM deal encompassing academic buildings, social and event space, student housing, dining and quality of life improvements.
- ▶ University of California, Davis – Aggie Square Innovation District P3: Team lead in the fast-track due diligence for UC Davis and UC Office of the President effort analyzing the liquidity and sufficiency of financial guarantees and commercial ground lease terms negotiated with a REIT-backed P3 Developer for a 20-acre, 1.1 million SF mixed-use innovation district consisting of laboratories, classrooms, research space, retail and student housing, to be located on the Sacramento campus.
- ▶ University of California, San Diego – Science and Research Park P3 - Team lead in a fast-track analysis of numerous statements of qualifications submitted in response to a Master Developer RFQ for the development of a 850,000SF biotech research and office development park anchored around existing UCSD facilities. Analysis of financial statements and related materials focused on developer's creditworthiness for development, construction and investment responsibilities.
- ▶ University of Colorado, Boulder – Hotel & Conference Center Project: Engagement leader on the structuring of a public-private partnership transaction for the delivery of a campus hotel and conference center. Oversaw expedited due diligence of a negotiated deal and re-procurement of a new P3 developer. Provided strategic and financial analysis of key commercial and financial terms and supporting negotiation of long-term ground lease.
- ▶ University of Washington – Engagement lead on the feasibility and P3 delivery options analysis for the development of the University District Station Building, comparing DBFM pros and cons vs. ground lease and University direct financing for an office development project with partial UW occupancy.

**Technical training and education**

- ▶ MS – Project and Structured Finance, University of Paris
- ▶ Graduate Civil Engineer - Applied Mathematics and Transportation Economics – Ecole Nationale des Ponts et Chaussées, France
- ▶ Series 50 Qualified Municipal Advisor Representative
- ▶ Series 54 Qualified Municipal Advisor Principal
- ▶ Design-Build Institute of America - P3 Subcommittee



## **Nicole Doheny**

*Senior Managing Director, EY Infrastructure Advisors*  
 Denver, Colorado  
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 nicole.doheny@ey.com

### **Profile**

Nicole has experience providing infrastructure investment banking and advisory services to both public and private sector clients around public-private partnerships in the social, water and transportation infrastructure sectors. With experience serving in advisory and financing capacities, she has been involved in initial transaction development through documentation and achievement of commercial and financial close and has a detailed understanding of key commercial, financial and policy issues underlying transaction design and execution.

### **Selected project experience relevant to George Mason's Needs**

- ▶ Empire State Development (ESD)/Moynihan Station Development Corporation (MSDC) – Empire Station Complex: Serves as advisor to ESD/MSDC in the redevelopment of the James A. Farley Post Office Building into Moynihan Train Hall, which will serve as a new station for Amtrak and LIRR in New York City and for the redevelopment of Penn Station. The project's two main components are the conversion to a world class rail station for Amtrak and LIRR and the development of associated on- and off-site real estate in order to help fund the train hall and associate public infrastructure improvements. EYIA is assisting in financial plan development, analysis of potential delivery options and financing and value capture strategies, and negotiations with potential partners and stakeholders.
- ▶ Regents of the University of California, University of California, Merced (UCM) – 2020 Project: Serves as advisor on the \$1.0b+ project to expand facilities to support a 50% increase in the current student population by 2020. This project is unique in the United States as it is being procured as a performance-based design, build, finance, operation and maintenance deal encompassing academic buildings, social and event space, student housing, dining and quality of life improvements. EYIA is assisting in financial plan development, analysis of potential private delivery options, procurement advice, and negotiations with potential partners and stakeholders.
- ▶ Colorado Department of Transportation (CDOT) and High Performance Transportation Enterprise (HPTe) – Statewide P3 Financial Advisor: Provides program and project-level strategic financial planning and Value for Money (VfM) analysis support for several major toll highway and transit projects, including the I-70 West Mountain Corridor, the C-470 managed lanes, the North I-25 managed lanes and the Advanced Guideway System Study. Helped develop a statewide VfM framework for the analysis and development of Colorado managed lanes P3s.
- ▶ The Port Authority of New York & New Jersey (PANYNJ) – Goethals Bridge Replacement Project: Provided financial analysis support on the \$1.1 billion project to replace the existing 83-year-old Goethals Bridge in New York through a public-private partnership.
- ▶ San Diego Regional Association of Governments (SANDAG) – Acquisition of SR-125: Analyzed distressed roadway's operating performance and evaluated acquisition opportunity for SANDAG; built financial model and performed valuation of highway facility under private ownership; negotiated with private lenders and Transportation Infrastructure Finance and Innovation Act to agree on transaction price and structure; created cash flow projections for highway under public ownership, analyzed long-term budgetary impact of acquisition and helped secure required public approvals.
- ▶ Denver Transit Partners – FasTracks Eagle P3 Project: Participated as a member of winning bidding consortium and the execution of the private debt financing for the project; contributed to the development of all financial documentation, including the offering memorandum; worked directly with owner's financial advisor to develop a system to maintain transparency throughout the financing process.
- ▶ Poseidon Resources – Carlsbad Desalination Project: Served on financial advisory team to private developer Poseidon Resources on \$1 billion seawater desalination plant; advised on project contract development, including construction and water purchase agreements; interfaced with rating agencies and potential debt and equity providers; prepared a detailed assessment of project technology and construction components and an assessment of the regional water and electricity markets; prepared application for tax-exempt private activity bonds and secured allocation.

### **Technical training and education**

- ▶ June 2013 – Master of Business Administration, Harvard Business School
- ▶ June 2007 – Bachelor of Science, Stanford University

## Consulting – People, Operations, Technology, Risk



### **Amr Ahmed**

*Managing Director, EY*

New York, New York

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### **Profile**

Amr Ahmed is a Managing Director in EY's Technology Consulting practice. He leads EY's Infrastructure and Service Resiliency Practice in the US. Amr and his team support EY clients' IT infrastructure technology transformation journeys around business and technical resiliency including crisis management, business continuity, business and operation recovery and workforce continuity; cloud and infrastructure modernization, including strategy, technical architecture and business/technical workforce enablement services; and network services including zero trust architecture, network transport engineering and user/customer connectivity.

### **Selected project experience relevant to George Mason's Needs**

- ▶ Managed multiple business and technical resiliency programs and strategy engagements include program governance, crisis command center, business continuity and disaster recovery planning. These projects involved program operating model, crisis management command center, resiliency strategy and business case, business impact and critical path and recovery priorities, incident response, communication planning, dependency mapping, and integrated ransomware recovery run-books.
- ▶ Led multiple infrastructure technology modernization, and resiliency, cloud strategy and architecture engagements to transform global organizations infrastructure to service/application-centric infrastructure architecture. Implementation of these efforts led directly to the successful cost-effective solution and enhanced services/applications delivery, operations and overall service agility.
- ▶ Led IT infrastructure strategy sourcing engagements (e.g., cloud, colocation, managed services) and technology cost benefit analysis; assessing all infrastructure cost-effectiveness---those tied to underlying technology architecture, service catalog, initial equipment/service acquisition, as well as those for resource management, capacity use, and most importantly, resiliency.
- ▶ Led large enterprise global network and collaboration engagements with focus on solving strategic, architecture and operational challenges; conform to emerging network technologies, architecture leading practices (e.g., transport services, voice/video services, traffic engineering, service differentiation, security zoning and path isolation) to improve performance, resiliency and security, optimize TCO and increase operational efficiency.
- ▶ Led global enterprise architecture for big data analytics transformation initiative. This large program effort included traditional and emerging vendor's big data solution architecture, evaluation process, solution architecture development including platform/application, infrastructure and security layers, proof-of-concept workshops and partnering with a leading Hadoop provider for platform delivery.

### **Technical training and education**

- ▶ Bachelor of Science, Cairo University

**Danny Ferron***Principal, EY*

Atlanta, Georgia

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[danny.ferron@ey.com](mailto:danny.ferron@ey.com)**Profile**

Danny is a Principal in EY's Global People Advisory Services practice. He is a global HR Transformation (HRT) leader and architect of our HR transformation offering, methodology, tools and resources we use with clients around the globe.

Danny works with clients to reimagine the delivery of people services globally, make the most of their investments in cloud technologies, utilize all forms of intelligent automation to manufacture a horizontal enabler of business performance.

With over 20 years of human resources consulting experience, Danny helps clients deliver desired employee experiences at scale, get mountains of HR work done efficiently and galvanize the people points of vulnerability in organizational value chains. From culture to workforce planning, the future of the HR is best seen in the people impact on business performance.

By asserting shared accountability for the grey space (everyday work experiences) with the business, Danny is helping clients redefine the boundaries of HR and trading a vertical cost center for horizontal people value creation in the business.

**Selected project experience relevant to George Mason's Needs**

- ▶ HRT thought leader: Co-authored the EY people value chain operating model, HR transformation methodology, go to market strategy, digital delivery tools and led training for HRT practitioners globally
- ▶ HR Operating model blueprint: Led a series of 3 operating model sprints to support the client as they redesigned their global HR service delivery model. Sprint 1 focused on HR assessment and operating model vision. Sprint 2 focused on a Workday health check, process work-splits and operating model design. Sprint 3 focused on full organization design, talent modelling and change experience plans.
- ▶ Business Integrator HRT implementation: Led the HR transformation implementation including implementation of Centers of Expertise, HR business partners, HR solution center, new HR processes and contemporary HR technology through Workday
- ▶ Business Integrator HR transformation detailed design: Facilitated the development of the HR service delivery model, organization design, governance model, future state services, 5 CoEs, HR shared services and processes
- ▶ HR transformation strategy: Completed a comprehensive HR assessment, envisioned HR service delivery model alternatives, developed business case, and created roadmap for HR transformation
- ▶ HR benchmarking, strategy and roadmap: Completed HR baseline assessment, identified savings and employee experience improvement opportunities, developed future HR operating model recommendations and built the business case/implementation roadmap
- ▶ Danny's higher education clients include the University of Virginia and Gallaudet University.

**Technical training and education**

- ▶ B.S. in Human Resources Management
- ▶ M.B.A from Florida State University


**Sean Jackson**

*Managing Director, EY*  
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**Profile**

Sean is an innovative leader in EY's national education practice where he focuses on providing insights and guidance to senior executives in higher education. Prior to joining EY, Sean led a successful 30-month/\$60m project to transform and automate the HR and payroll functions at the University of Virginia. He and his team worked with academic and healthcare leaders to develop the strategy, execute the project, and stabilize operations after launch.

**Selected project experience relevant to George Mason's Needs**

- ▶ Sean served as CIO at the University of Virginia School of Medicine and University Physicians Group where he and his team supported basic science and clinical research, undergraduate and graduate medical education, physician billing, call center, primary care practice management, and practice acquisition and divestitures. In his role, he collaborated with faculty and staff to develop and implement two five-year strategic plans that included the launch of the school's research high performance computing capability.
- ▶ As Director of Advanced and Emerging Technologies for the Howard Hughes Medical Institute, and as the Director of Technology at Yale University, Sean led teams that developed and implemented processes and systems to automate basic and clinical science research.
- ▶ As a certified Project Management Professional (PMP) Sean established and led a global PMO for a \$4b manufacturing company where he and his teams were responsible for Project, Program and Portfolio Management, IV&V, the company's Lean Strategy Deployment process and the IT integration of two \$500m acquisitions.
- ▶ A published author, faculty member and internationally-recognized expert in Lean, Sean has worked with Higher Education and Academic Medical Center leaders to improve the value they deliver to their stakeholders by establishing in their organizations a culture of continuous improvement.
- ▶ Sean's higher education clients include the University of Virginia, Virginia Tech, Gallaudet University, University of California System, and the University of Southern California.

**Technical training and education**

- ▶ Bachelor's degree, summa cum laude, The Boston Conservatory
- ▶ Master's degree, University of Michigan
- ▶ Doctorate degree, University of Southern California
- ▶ Lean Six Sigma Black Belt
- ▶ PMP (2000-2008)
- ▶ Jacob K. Javits Fellow
- ▶ Former faculty member, University of Virginia School of Medicine
- ▶ Digital technology leader at Yale University and the Howard Hughes Medical Institute



**Salman Shah**  
*Principal, EY*  
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## Profile

Salman is a Partner within EY Consulting and leads the Research practice with more than 20 years of experience working with health providers/systems, universities, academic medical centers, cancer centers, life sciences, medtech/med device and biotech.

Salman's work has primarily focused on assisting clients with strategic planning, operational performance improvement (including technology selection, implementation, enterprise roll-out and post-implementation support) and compliance management.

Prior to joining EY, Salman led Huron Consulting Group's clinical trials management system (CTMS) practice, worked for a boutique strategy consulting practice / a large Contract Research Organization (CRO) and ran his own IT consulting firm.

## Selected project experience relevant to George Mason's Needs

- ▶ Led large global transformation of site payments for a premier pharmaceutical company
- ▶ Led complex research transformations (strategic plan development to implementation) at a large AMC and public universities
- ▶ Led complex research transformation for a premier NCI-designated Comprehensive Cancer Center in the southeast
- ▶ Led clinical research transformation of operations via technology implementation at a top-10 hospital / health system and AMC in the northeast (joint program implementation within two separate entities and a cancer center)
- ▶ Advised health clients on creation of clinical trial operations to improve through-put, address complex regulatory requirements, improve participant recruitment and manage clinical operations
- ▶ Advised large AMC on clinical research revenue cycle processes and systems improvement areas
- ▶ Advised on creation of operational structures and information technology to meet cancer operational requirements and support expansion of clinical research
- ▶ Led multiple engagements assisting AMCs and hospital systems with assessment and associated recommended strategy around restructuring of their \$10M to \$100M clinical research operations
- ▶ Assisted AMC client restructure clinical research operations to combine clinical research support with Cancer Center operations to create more effective platforms to conduct clinical and translational research
- ▶ Led the planning and execution of complex go-to-market strategic consulting engagements for the pharmaceutical, biotech and medical device companies, which included integrated market research, commercial analysis, and competitive intelligence
- ▶ Developed strategies for innovative medical technologies to maximize payer reimbursement
- ▶ Led clinical research regulatory compliance engagements to assist clients with addressing Medicare / Medicaid billing requirements for clinical trials
- ▶ Led 340B Pharmacy Program regulatory compliance assessments to assist clients with addressing the requirements of the 340B program

## Technical training and education

- ▶ B.S. Economics and Cellular & Molecular Biology, University of Michigan - Ann Arbor



## **Ram Venkatraman**

*Managing Director, EY*

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### **Profile**

Ram Venkatraman is a digital transformation leader with EY's People Advisory Services reimagining the future of workforce and digital workplace and employee experience. He focuses on higher education, and public sector clients. With over 25 years of diverse experience across a variety of universities, public and private sector companies, he has helped clients derive improved performance and value through transformation initiatives involving organization, people, process, and digital transformation, and enabling integrated change management. He specializes in HR operating model, ERP/HCM assessments and cloud migration strategies, managing and improving organizational change readiness, workforce planning, and overall digital enablement initiatives in both transformation and M&A settings.

### **Selected project experience relevant to George Mason's Needs**

- ▶ Led organizational assessments to review the current state operating model, conducting innovative stakeholder interviews, facilitating focus group sessions and deriving insights from org data in multiple higher education institutions and public-sector clients.
- ▶ Crafted the work reimagined roadmap and transition plans for many higher education clients. Helping to boldly redefining work, workforce and workplace (W3) as the pandemic has opened up the eyes of most education institutions to newer operating models, collaboration platforms and overall employee wellbeing and experience for today and a sustained future
- ▶ Focuses on workforce management services and has stood up the Change Management Office for higher education and public-sector clients.
- ▶ Led a variety of human capital and transformation initiatives, including HR organization, performance evaluation systems, strategy and functional assessments, shared service designs and implementations, and technology integration assessments focused on the GPS and higher education sectors, providing the required toolkit for culture assessment, change networks, and change readiness.
- ▶ Led Lean Six Sigma projects to increase new-hire productivity and engagement focused on recruitment, onboarding and training effectiveness.
- ▶ Ram's higher education clients include George Mason University, Penn State, and Rutgers.

### **Technical training and education**

- ▶ M.S Information Systems, Stevens Institute of Technology
- ▶ Project Management Professional (PMP) certification from PMI
- ▶ Six Sigma Green Belt certificate from Villanova university
- ▶ Completed the Harvard Leadership program, Organizational Transformation from PMI and earned many EY credentials including ESG and Digital Age Teaming

**Chris Ward***Principal, EY**People Advisory Services (PAS)*

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[chris.ward@ey.com](mailto:chris.ward@ey.com) <mailto:tuyen.mai@ey.com>**Profile**

Chris has over 30 years delivering complex and large-scale solutions across various functions, including: Finance, Human Capital, IT, Procurement, Payroll, Time & Attendance, and Operations. He is an experienced leader in business process, digital strategy, organizational change management, employee engagement, total rewards, customer experience, design of new operating models, organizational structures and governance models.

Chris serves as EY's People Advisory Services and Change Management Lead for several state and local government, and Higher Education practice areas. He has served as the lead executive or subject matter resource for various engagements at the state, county, city, and other local government levels in Georgia, Florida, Tennessee, North Carolina, California, and the District of Columbia.

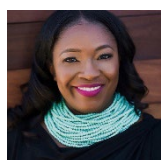
Chris has advised and delivered solutions for Fortune 1000 companies, public sector organizations, workforce organizations and boards, and higher education institutions. He has delivered both on-premises and cloud solutions for SAP, Oracle, and other ERPs across Finance, Human Capital Management and Procurement for both private and public sector.

**Selected project experience relevant to George Mason's Needs**

- ▶ Delivered various human resources (HR) process improvement and automation initiatives for a large public higher education institution (40,000+ student population).
- ▶ Conducted a compensation and benefits study for faculty and staff at a large public higher education institution (40,000+ student population).
- ▶ Advised on the strategy, business requirements, high-level design, and implementation planning for its Finance, Human Capital, Payroll, Time & Attendance, and Procurement ERP Planning efforts for a State-based public service organization.
- ▶ Delivered the business requirements, process, and organizational change management and best practices for an Oracle Cloud finance enterprise transformation program for a State-based company.
- ▶ Advised the CFO and the Finance organization around the planning, design, and oversight of the financial performance management capabilities for a major division of a federal-level financial services organization.
- ▶ Advised senior leadership across an Oracle financial systems implementation program. He advised the team on the change management strategy for the program.
- ▶ Advised senior leadership about the organizational change management efforts associated with a Revenue Convergence program. The implementation effort involved roll-out of a reporting application to automate revenue accounting and integrate with SAP.
- ▶ Advised senior leadership about the strategy, business processes, organization design, leading practices and implementation planning around an enterprise transformation program for a State-based state agency that provides public healthcare services.
- ▶ Advised senior leadership about the change management and communication programs for a State-based public health organization.
- ▶ Advised a State-based company's senior leadership about business process and technology program efforts focused on process improvements, increased customer experiences, and establishing the various brands across the enterprise.
- ▶ Advised the senior leadership team on the planning, design, and roll-out of a new Digital operating model for a large multi-media organization. Advised the senior leadership team on the performance improvement and leadership transition needs of the organization.

**Technical training and education**

- ▶ Master's in Education (Ed.M.) - Human Development & Psychology, Harvard University
- ▶ Master of Business Administration (MBA) - Corporate Finance; MIS, University of Georgia
- ▶ Bachelor of Business Administration (BBA) - Management Science, University of Georgia



## **Tasha Youngblood Brown**

*Managing Director, EY*  
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### **Profile**

Tasha is a purpose driven leader with more than 26 years of progressive leadership experience in consulting, with a focus on risk management, finance/accounting and IT in higher education, local government, and highly regulated industries (e.g., healthcare, life sciences). She has a passion for education and is currently a Managing Director with Ernst & Young, LLP (EY) in the firm's Government and Public Sector (GPS) Practice. Through this role, she works directly with state governments, higher education institutions and organizations to help them exceed institutional goals and further their mission. As a partner and collaborator, she brings innovative technology, deep knowledge, and business process expertise to drive optimization, shape strategy and improve business and financial operations for her clients. Tasha is also on the Board of Trustees at Monmouth University and President of the Long Branch Board of Education, both of her alma maters.

As Systems Financial Analyst at the University of Medicine and Dentistry (NJ) and Director of Internal Audit and Compliance at Princeton University, Tasha has worked directly with C suite higher education leaders and led teams that managed, audited, reviewed and consulted internal controls, risk management and regulatory compliance related systems, processes and policies. Her experience spans across several industries to include healthcare, government, technology, pharma and higher education.

As a member of the Board of Directors of the Eastern Minority Supplier Development Council (EMSDC) and the Board Treasurer, Tasha also fuels another passion for entrepreneurship by working with minority-owned, women-owned businesses and corporations as an advocate for supplier diversity around the country. She currently leads the Entrepreneur Access Network program for New Jersey ([www.ey.com/ean](http://www.ey.com/ean)). Over the years, Tasha has focused her energy professionally and in the community around organizations and programs that uplift and promote the education, development and future success for youth, and entrepreneurs (including people of color and women). Her service includes serving on the Boards of 180 Turning Lives Around, Impact 100 Jersey Coast, Monmouth County Alumnae Chapter of Delta Sigma Theta Sorority, Inc.

### **Selected project experience relevant to George Mason's needs**

- ▶ Delivered various ERM assessment and framework design projects for a large public higher education university system.
- ▶ Led several internal audit engagements for large public higher education institution and an academic medical center.
- ▶ Led a quality assurance review of an internal audit function within a large global higher education institution and healthcare system.
- ▶ Served a higher education SMR for a large public higher education system for the design of risks associated with financial aid and scholarship programs.
- ▶ Serving as a higher education SMR for several large private university internal audit outsourced functions in the areas of IT Audit, institutional compliance and conflicts of interest.

### **Technical training and education**

- ▶ 2020 - 2022, EdD, Educational Leadership - Higher Education, Monmouth University, West Long Branch, NJ
- ▶ 2019 - present, Licensed Real Estate Associate, NJ State Real Estate Commission
- ▶ 2007 — present, Certified Information Systems Auditor (CISA), ISACA
- ▶ 2003 — MBA, Accounting, Monmouth University, West Long Branch, NJ
- ▶ 1997 — BA, Political Science, Monmouth University, West Long Branch, NJ

## Tax Services and Economic Development Opportunities

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### **Amy Holloway**

*Principal, EY*

*Economic Development Advisory Services (EDAS)*

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### **Profile**

Amy is a principal and national director of Economic Development Advisory Services at Ernst & Young LLP. She assists clients with economic development strategies, workforce development strategies, leadership engagement, competitive assessments and benchmarking analyses, visioning, goal setting and organizational planning. She is a national thought leader and speaker on the topic of economic and workforce development.

Over the course of her 27-year career, Amy has served as an advisor to more than 200 cities, regions and states across the Americas and Europe. In her work, she coalesces a community's public, private and nonprofit leaders and assists them with developing a plan for creating a stronger, more equitable and more prosperous economy.

Prior to joining EY in 2020, Amy was a successful entrepreneur. She established Avalanche Consulting in 2005 and grew the firm to become a prominent national economic development consultancy. Her experience includes serving as a strategist for regions such as Atlanta, Charleston, Charlotte, Cincinnati, Columbus, Houston, Jacksonville, and Miami, as well as working with many thriving small and mid-sized communities.

### **Technical training and education**

- ▶ BBA in Economics, Baylor University
- ▶ MS in Environmental Economics, Baylor University
- ▶ Association of Chamber of Commerce Executives (ACCE)
- ▶ International Economic Development Council (IEDC)

**Bob Lammey***Partner, EY**Higher Education Lead - Tax Services*

Boston, Massachusetts

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[bob.lammey@ey.com](mailto:bob.lammey@ey.com)**Profile**

Bob leads EY's national Higher Education tax practice and is the firm's leading resource with all tax matters faced by universities today, including remote workers, tax reform, stimulus and governmental credits, and international tax and compliance. Most recently, he led the Higher Education practice at High Street Partners and was previously the Director of Global Business Compliance at Harvard University.

In his role at Harvard, Bob was responsible for all US tax reporting, financial policy, and internal controls, and had oversight over the University's international activities. Today Bob supports many university clients, both public and private, with all tax matters, including managing complex unrelated business income reporting, IRS audit risk, state nexus, sales tax, unclaimed property, international activities, and employment tax.

Bob currently works closely with many of GMU's peer institutions, including UVA, UCLA, Michigan, Purdue, Indiana, Illinois, Iowa, Iowa State, Minnesota, Rutgers, Pitt, UMass, ASU, Arkansas and UConn.

Other notable higher ed tax clients include Harvard, Yale, Cornell, Georgetown, Stanford, Duke, Princeton, Columbia, Johns Hopkins, NYU, Penn and Washington University in St. Louis.

Bob has been invited to speak at numerous higher education conferences on the topic of global tax compliance, including NACUBO, NCURA, NACUA, URMIA, Forum on Education Abroad, AIEA, NAFSA and others.

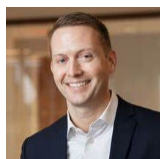
He is a certified public accountant and has assisted over 100 universities with establishing global support structure and maintaining ongoing compliance.

**Selected project experience relevant to George Mason's Needs**

- ▶ October 2022 - Advised the Audit Committee of a leading institution in the Washington, DC area on key trends in the higher education industry, including the tax implications of:
  - ▶ Proposed legislation increasing taxation of university endowments
  - ▶ Sustainability and ESG reporting
  - ▶ New models of online learning and the changing regulation of digital educational services
  - ▶ Workforce planning and remote working policy and implementation
  - ▶ Increased IRS funding and areas of audit focus
- ▶ 2019-2022 – Advised higher education clients, both public and private, on tax treatment of public-private partnership utility transactions, including federal and state income tax, property tax, sales tax, credits and incentives.
- ▶ 2019 - Specifically advised another public university on the sale of its utility plant to a third party for over \$1 billion, with the proceeds from the transaction being invested in the University's endowment and the income used to support its educational mission.
- ▶ 2020 - Advised a large public University on its qualification as an instrumentality of the state and exemption from a federal excise tax on executive compensation, resulting in substantial tax savings to the university
- ▶ 2022 - Advised a large public university on significant refundable tax credits that the university should be able to claim associated with the federal stimulus funds available to public universities due to the pandemic.

**Technical training and education**

- ▶ Certified Public Accountant in the Commonwealth of Massachusetts
- ▶ 1990 – Bachelor of Science in Accounting, University of Pittsburgh



### **Andrew Phillips**

*EY Global Government & Infrastructure Economic, Finance, and Tax Leader*

*Principal, EY Quantitative Economics & Statistics*

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## **Profile**

Andrew Phillips is EY's Global Government & Infrastructure Economic, Finance, and Tax Leader and a Principal with EY's Quantitative Economics & Statistics practice with more than 20 years of experience overseeing global and US policy economics, economic and social impact modeling, and consulting services. In this role, Andrew works with public- and private-sector clients to develop and analyze policies and strategies to achieve positive economic and social impacts, evaluate business climate competitiveness, and present economic and fiscal impact study results to policymakers and the public.

## **Selected project experience relevant to George Mason's Needs**

- ▶ Economic and fiscal impact studies for state and local governments, national industry associations, and global companies examining the effects on employment, GDP, and tax revenue of investments and government policies using the IMPLAN, REMI, and RIMS-II economic models and Ernst & Young's proprietary fiscal impact model.
- ▶ Working with entities to develop, implement, and evaluate the impacts of environmental, social, and governance initiatives. Advising on environmental, social, and governance strategy and analytics for major federally sponsored entities and private sector companies, including analytics to measure stakeholder outcomes, organizational impact, and return on investment.
- ▶ Analyzing the employment and economic impacts of grid-hardening public utility infrastructure investments in North Carolina for a major utility. Andrew also led an analysis of the employment and economic impacts of Volkswagen's US operations including its investments in the Electrify America EV charging network.
- ▶ Evaluating the benefits and costs of utility and communications infrastructure investment. Recent projects included evaluating significant investments in grid modernization in North Carolina, the impact of IGCC coal generation plants in Mississippi and Indiana, evaluating the economic impact of a national broadband investment program in Canada, and conducting a benefit-cost analysis of broadband network build-outs in Pennsylvania.
- ▶ Working with economic development authorities. Andrew's experience includes work for several states economic development authorities on economic development strategy and policy. Clients include US state economic development agencies (CT, FL, IN, NY, OH, RI) as well as financing and strategy analysis for transit and airport systems (Charlotte, New York, Houston, Dallas). Outside of the US, Andrew's experience includes leading industry diversification efforts for the Abu Dhabi Technology Development Committee and Calgary Economic Development.
- ▶ Leading socioeconomic and fiscal impact analyses for industry trade associations, global manufacturing companies, and multinational companies, including recent public studies for ExxonMobil, Volkswagen, Bank of America, and Fannie Mae. Andrew has directed more than 300 economic impact studies over the past 15 years.
- ▶ Publishing annual EY thought leadership, including EY's annual US Investment Monitor analysis of corporate location trends and EY's annual Total State and Local Business Taxes study, in conjunction with the Council on State Taxation.
- ▶ Andrew has been with EY since 2001. Prior to joining EY, Andrew was an associate economist at KPMG Barents Group in Washington DC and a director of business development for a boutique firm providing revenue estimation software and consulting to state governments.

## **Technical training and education**

- ▶ MA, Economics, Johns Hopkins University
- ▶ BA, Economics, Emory University

**Steve Tozier***Managing Director, EY*

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**Profile**

Steve Tozier is an Indirect Tax Managing Director and serves as the EY's tax account leader for the Commonwealth of Virginia.

Steve has over twenty years of experience focusing on advising federal, state and local government entities on various tax and economic development matters. He maintains strong relationships with state and local officials in Virginia, Maryland, Washington DC, New England, Delaware, Ohio, Pennsylvania, and the Carolinas, among other states. Steve has served clients in the public, higher-ed/non-profit sectors, as well as aerospace/defense, manufacturing, life sciences, technology, financial services, professional services, retail/consumer products, healthcare, and utilities industries. During his tenure with EY, Steve has advised some of the largest economic development projects in the country assisting with the identification and implementation of over \$1.5 billion in tax and non-tax incentives, including discretionary cash grants, federal and state tax credits, enterprise and empowerment zone incentives, property tax abatements, sales and use tax exemptions, workforce training grants, and tax increment financing inducements.

In addition to serving as tax account leader for the Commonwealth of Virginia, Steve serves in a similar capacity for the many of the firm's federal agency clients in Washington, DC.

**Technical training and education**

- ▶ Master of Business Administration, Seton Hall University
- ▶ Bachelor of Science in Business/Economics, Randolph-Macon College
- ▶ Leadership in Energy & Environmental Design-Accredited Professional (LEED-AP) for new construction and major renovations
- ▶ Greater Washington Board of Trade's Green Committee

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