



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

**STANDARD CONTRACT  
 GMU-1827-23-04**

This Contract entered on this 19th day of April 2023 (Effective Date) by Guidehouse, Inc. hereinafter called "Contractor" (located at 2941 Fairview Park Drive, Suite 501, Falls Church, VA 22042) and George Mason University hereinafter called "Mason," or "University".

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

<b>Partner:</b>	<b>\$298.00</b>
<b>Engagement Director:</b>	<b>\$270.00</b>
<b>Senior Engagement Manager:</b>	<b>\$250.00</b>
<b>Engagement Manager:</b>	<b>\$195.00</b>
<b>Track Lead:</b>	<b>\$185.00</b>
<b>Lead Consultant:</b>	<b>\$160.00</b>
<b>Senior Analyst:</b>	<b>\$120.00</b>
<b>Analyst:</b>	<b>\$85.00</b>

**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 10/26/22 (attached).

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

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

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

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

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

**IX. STANDARD TERMS AND CONDITIONS:**

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

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

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

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for three (3) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall, upon 30 days written notice, have full access to and the right to examine any of said materials during said period and during normal business hours.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
  2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done

can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.

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

1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.

L. **COLLECTION AND ATTORNEY'S FEES:** The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in 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 agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

- O. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. **CONTINUITY OF SERVICES:**
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
    - a. To exercise commercially efforts and cooperation to affect an orderly and efficient transition to a successor;
    - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
  3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- 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, may procure them from other sources. 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:** N/A.
- 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 George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from third party claims, damages and actions of any kind or nature, directly arising from the grossly negligent use or willful misconduct 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.
- 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. 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 non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and \$2,000,000 in the aggregate, 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 claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason and shall be used solely for the purposes set forth under this Agreement. Contractor shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services ("Property"). To the extent the deliverable contain Property; GMU is granted a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of this Agreement.

Work Made for Hire (If applicable). 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. Work for hire provision is not applicable to the services Guidehouse is providing.

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.
- FF. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- 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 3%.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall 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 3%.
- 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. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

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. 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.

- 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, 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.

Within forty-eight (48) hours upon becoming aware of circumstances that resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.

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

- 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. 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.

Limitation on Liability. Notwithstanding the terms of any other provision, with the exception of data breach, the total liability of Contractor and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Contractor under the applicable SOW. For claims arising out of a data breach, Contractor's total liability shall be limited to 5x the fees paid to the contractor under an applicable SOW or \$500,000, whichever is greater. Neither Contractor nor GMU shall in any event be liable for any indirect, consequential or punitive damages, even if GMU or Contractor have been advised of the possibility of such damages.

- 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.

Guidehouse, Inc.

DocuSigned by:

*kemal karakaya*

305063B0ACE548B...

Signature

Name: kemal karakaya

Title: Partner

Date: 4/20/2023

George Mason University

DocuSigned by:

*James Russell*

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Signature

Name: James Russell

Title: Purchasing Director

Date: 4/19/2023

## **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 Guidehouse, Inc. dated 4/19/23. It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

### **1. Definitions**

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

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

### **2. Data Security**

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](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 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 reasonable 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.

#### 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 submit to the Selected Firm/Vendor additional security questions regarding the controls and security measures in place, 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 or equivalent security attestation 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 upon written 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:

*Kemal Karakaya*

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Signature

Kemal Karakaya

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

Title: Partner

Date: 4/20/2023

#### George Mason University

DocuSigned by:

*James Russell*

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Signature

James Russell

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

Title: Purchasing Director

Date: 4/19/2023



# George Mason University

## Academic and Business Consulting Services

Cost Proposal: Best and Final Offer

February 6, 2023

**Provided to:**

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

Primary Procurement Officer:  
Davena Reynolds, Senior Buyer

Secondary Procurement Officer:  
James F. Russell, Director

**Provided by:**

Guidehouse LLP  
Kemal Karakaya  
Partner  
1676 International Drive, Suite 800  
McLean, VA 22102  
Telephone (804) 868-0121  
[kkarakaya@guidehouse.com](mailto:kkarakaya@guidehouse.com)

Taxpayer Identification Number (TIN): 36-4094854  
Data Universal Numbering System (DUNS): 022582428  
Commercial and Government Entity (CAGE) Code: 1HLR9

**guidehouse.com**

2020-189

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.



February 6, 2023

George Mason University  
Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Primary Procurement Officer: Davena Reynolds, Senior Buyer, dreyno3@gmu.edu  
Secondary Procurement Officer: James F. Russell, Director, jrusell@gmu.edu

**Subject: RFP #GMU-1827-23 | Academic and Business Consulting Services**

Dear Ms. Reynolds and Mr. Russell:

On behalf of *Guidehouse LLP* (Guidehouse) we are pleased to submit our best and final offer for George Mason University's Academic Business Consulting Services. **Table 1** contains our hourly discounted rates for Guidehouse services outlined as a part of our proposal. Guidehouse is confident that your team will obtain the best overall value by selecting the firm through this procurement process. Guidehouse typically uses an escalation factor of 3% per year, which is within the Bureau of Labor Statistics (BLS) Employment Cost Index for private industry workers in Professional and Business Services. It is Guidehouse's intention to use this escalation factor for any proceeding option years that are negotiated.

**Table 1. Hourly Rates for Guidehouse Services**

Labor Category	Hourly Rate	Discounted Hourly Rate
Partner	\$350.00	\$298.00
Engagement Director	\$295.00	\$270.00
Senior Engagement Manager	\$260.00	\$250.00
Engagement Manager	\$210.00	\$195.00
Track Lead	\$190.00	\$185.00
Lead Consultant	\$170.00	\$160.00
Senior Analyst	\$120.00	\$120.00
Analyst	\$90.00	\$85.00

Guidehouse confirms that travel expenses will be reimbursed at cost with no markup and may not exceed Commonwealth of Virginia expense guidelines and per diem rates.

We appreciate the opportunity to be considered for this project and are committed to your success. If you have any questions about our proposal, please contact me at (804) 868-0121.

Sincerely,



Kemal Karakaya, Partner  
Telephone: (804) 868-0121  
Email: [kkarakaya@guidehouse.com](mailto:kkarakaya@guidehouse.com)



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 XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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

Name and Address of Firm:

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

Date: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Signature

FEI/FIN No. \_\_\_\_\_

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

Fax No. \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

SWaM Certification Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](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: \_\_\_\_\_ SBSB Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSB Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

during said period.

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

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

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

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

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**George Mason University**

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

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: \_\_\_\_\_



George Mason University  
Purchasing Department  
RFP #GMU-1827-23

## Academic and Business Consulting Services

October 26, 2022

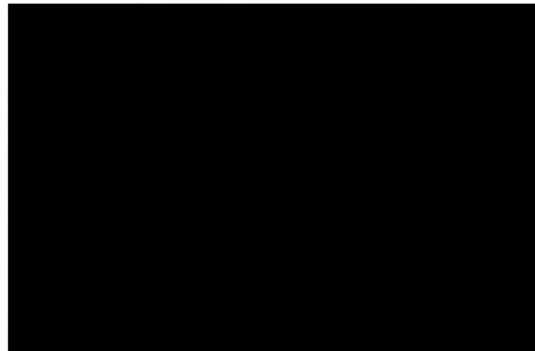
Provided to:

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

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)

Provided by:



[guidehouse.com](http://guidehouse.com)  
2022-604

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.



October 26, 2022

George Mason University  
Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Primary Procurement Officer: Davena Reynolds, Senior Buyer, dreyno3@gmu.edu  
Secondary Procurement Officer: James F. Russell, Director, jrussell@gmu.edu

**Subject: RFP #GMU-1827-23 | Academic and Business Consulting Services**

Dear Ms. Reynolds and Mr. Russell:

Guidehouse Inc. is pleased to submit to George Mason University (Mason) our proposal to provide academic and business consulting services. We are confident that you will find that our proposal offers the best value solution to Mason.

Guidehouse is a leading global provider of consulting services to the public sector and commercial markets, with broad capabilities in management, technology, and risk consulting. By combining our public and private sector expertise, we help clients address their most complex challenges and navigate significant regulatory pressures focusing on transformational change, business resiliency, and technology-driven innovation. Across a range of advisory, consulting, outsourcing, and digital services, we create scalable, innovative solutions that help our clients outwit complexity and position them for future growth and success. The company has more than 15,000 professionals in over 50 locations globally. Guidehouse is a Veritas Capital portfolio company, led by seasoned professionals with proven and diverse expertise in traditional and emerging technologies, markets, and agenda-setting issues driving national and global economies. For more information, please visit [www.guidehouse.com](http://www.guidehouse.com).

Guidehouse appreciates the opportunity to be considered for this important partnership and if selected, will provide Mason with a team of professionals committed to Mason's success. If you have any questions about our proposal, please contact [REDACTED]

Sincerely,

Kemal Karakaya, Partner  
Telephone: (804) 868-0121  
Email: [kkarakaya@guidehouse.com](mailto:kkarakaya@guidehouse.com)

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*Note: This proposal is organized by the order in which the requirements are presented in the RFP. All pages of the proposal are numbered, and each header references the corresponding section of the RFP. The above Table of Contents further cross references the RFP requirements.*



## 1.0 Procedural Information

### 1.1 RFP Signed Cover Page (XIII.B.1.a.)



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

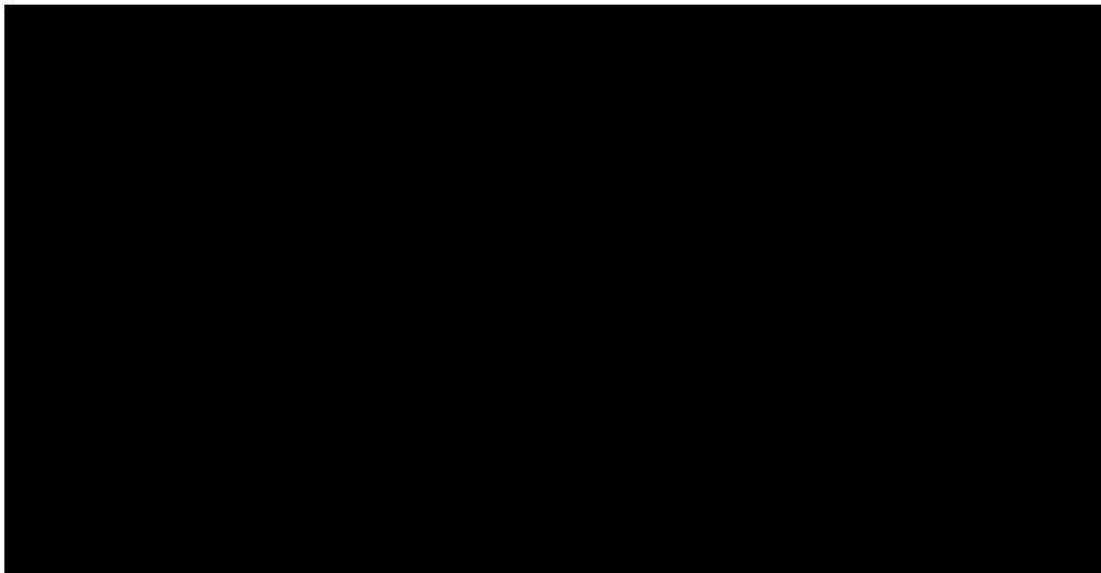
**PRIMARY PROCUREMENT OFFICER:** Davena Reynolds, Senior Buyer, [drevno3@gmu.edu](mailto:drevno3@gmu.edu)

**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.**



**1.1.1 RFP Signed Addendum 1**

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

**RFP ADDENDUM NO. 1:**

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

Guidehouse, Inc.

NAME OF FIRM

Kemal Karakaya

NAME (Print or typed)

A handwritten signature in black ink, appearing to read "K. Karakaya".

SIGNATURE

October 26, 2022

DATE



**1.1.2 RFP Signed Addendum 2**

Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, Va. 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
<http://Eiscal.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.

Guidehouse, Inc.

NAME OF FIRM

Kemal Karakaya

NAME (Print or typed)

A handwritten signature in black ink, appearing to read "K. Karakaya", written over a horizontal line.

SIGNATURE

October 26, 2022

DATE

**1.1.3 RFP Signed Addendum 3**

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

**RFP ADDENDUM NO. 2:**

Date: September 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.

Guidehouse, Inc.

NAME OF FIRM

Kemal Karakaya

NAME (Print or typed)

A handwritten signature in black ink, appearing to read "K. Karakaya".

SIGNATURE

October 26, 2022

DATE

### 1.1.4 RFP Signed Addendum 4



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

#### 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.

Guidehouse, Inc.

NAME OF FIRM

Kemal Karakaya

NAME (Print or typed)

A handwritten signature in black ink, appearing to read "K. Karakaya", written over a horizontal line.

SIGNATURE

October 26, 2022

DATE

**1.2 Attachment A – Small Business Subcontracting Plan (XIII.B.1.b.)**

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: Guidehouse, Inc.

Preparer Name: Kemal Karakaya 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.

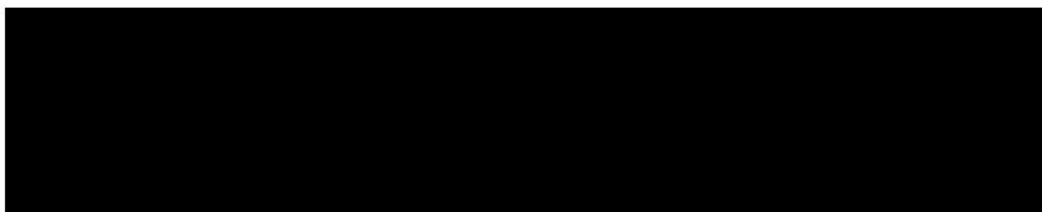
**Section A**

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

Certification Number: \_\_\_\_\_ 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.





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: \_\_\_\_\_



**1.3 Payment Preferences (XIII.B.1.c.)**

Guidehouse prefers Option #1 – Payment to be mailed in 10-days. Mason will make the payment to Guidehouse under 2%/10 Net 30 payment terms. It is our understanding that the 10 day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

**1.4 Cost of Services (XII.)**

Guidehouse is pleased to present the **Table 1** containing hourly rates for Guidehouse services outlined in this proposal. Guidehouse is confident that your team will obtain the best overall value by selecting the firm through this procurement process. Guidehouse typically uses an escalation factor of 3% per year, which is within the Bureau of Labor Statistics (BLS) Employment Cost Index for private industry workers in Professional and Business Services. It is Guidehouse's intention to use this escalation factor for any proceeding option years that are negotiated.

**Table 1. Hourly Rates for Guidehouse Services**

Labor Category	Hourly Rate
Analyst	\$90.00
Senior Analyst	\$120.00
Lead Consultant	\$170.00
Track Lead	\$190.00
Engagement Manager	\$210.00
Senior Engagement Manager	\$260.00
Engagement Director	\$295.00
Partner	\$350.00

Guidehouse confirms that travel expenses will be reimbursed at cost with no markup and may not exceed Commonwealth of Virginia expense guidelines and per diem rates.

## 2.0 Executive Summary (XIII.B.2.)

### 2.1 *Our Understanding*

With 3 thriving campuses, more than 38,000 students, and a robust online presence, Mason is well positioned to embark on innovative partnerships with the public and private sector to drive societal value for citizens of the Commonwealth and the world. For its next 50 years, Mason needs partners to identify, evaluate, and launch a diverse set of initiatives to drive the institution forward and address challenges that affect higher education today. These include declining public financial support, downward trends in student enrollment, expanding student needs, and an increasing pace of change for how universities deliver core services to students and citizens, to name a few. Strategic partnerships will enable Mason to innovate and broaden its impact. However, Mason must intelligently select and manage partnerships, ensuring they support core values of the university, align to strategic goals and plans, and provide a positive return on investment as measured by tangible and intangible benefits provided. Mason may seek partnerships along a wide spectrum of ventures for a variety of purposes: with international institutions to provide unique opportunities for students and broaden collaboration and impact of Mason's research; with the private sector to develop Virginia's 21<sup>st</sup> century workforce and meet the needs of the information economy; or with other academic institutions to magnify reach or create efficiencies. Whatever the purpose along this journey, Mason needs partners that not only facilitate individual transactions and agreements but also help Mason manage the entire portfolio of partnerships while enabling the success of individual ones through identification, evaluation, design, planning, and implementation.

#### **Why Guidehouse**

Through our deep experience supporting higher education institutions, non-profits, governments at all levels (i.e., federal, state, and local), and the private sector, Guidehouse and our teaming partners Karma Advisory and Knowledge Advisory Group are expertly positioned to support Mason as it seeks to fulfill its mission and strategic plan. The high quality of our consulting enables our clients to achieve and often exceed desired outcomes of their key initiatives. **Table 2** on the following page lists a selection of our service offerings as they relate to the Statement of Needs and a sampling of clients to whom these services were delivered. Guidehouse has in-depth experience helping higher education institutions recognize opportunities for growth, seize them to execute strategic change, and shepherd efficient, inclusive implementation. We have extensive experience in key areas of the Statement of Needs to deliver high quality solutions: exploring ventures for new partnerships, developing and evaluating strategic initiatives, and guiding implementation to enable success. For example, we helped Temple University develop a shared understanding of its health system's current state, identify strategic options to address known pain points, and establish consensus around the best go-forward path. For Cooper University, we supported an organizational redesign of its health system as it looked to expand its geographic reach and redesign operations, customer experience, educational programs, and research. We proposed a refined executive structure with deeper clarity of functions and roles, addressed effectiveness and efficiency of governance structures, and developed practical next steps for change management.

Our team brings the necessary know-how, expertise, experience, and approaches and methodologies to get things done, including overall portfolio and program management and evaluation and implementation support for individual initiatives. Our experts have addressed strategic and operational issues across the broad spectrum of universities, including Mason, Virginia Commonwealth University, Colorado State University, Temple University, University of Central Florida, and Vanderbilt. In addition, we have delivered similar services to non-profits and state and local governments (e.g., Virginia, District of Columbia, Maryland, and New York) that further bolster not only our qualifications but also our ability to apply lessons learned from other engagements. For example, for the Chicago Public Schools we designed and developed new business and functional procedures to improve project management processes, while delivering integrated data models, business process analysis and recommendations, project management, and change management support to enable the success of the effort.



**Table 2. Guidehouse Service Offerings and Sample Client List**

<i>Our Offerings</i>	<i>Our Experience</i>
<b>Higher Education:</b> We have been a trusted advisor for higher education institutions to conduct consulting services. In 2018, Virginia Commonwealth University hired us to perform a comprehensive enterprise assessment that achieved \$452 million in cost savings.	<ul style="list-style-type: none"> <li>• Virginia Commonwealth University</li> <li>• Temple University</li> <li>• Vanderbilt University</li> <li>• George Mason University</li> <li>• Loyola University</li> <li>• Colorado State University Research Center</li> <li>• University of Kansas</li> </ul>
<b>Strategic Partnerships:</b> We know business process improvements experience greater success and enable larger organizational growth when coupled with strategic partnerships and affiliations. We have designed partnership recommendations for Wayne State University and other organizations.	<ul style="list-style-type: none"> <li>• Wayne State University</li> <li>• New York Office of Temporary Disability Assistance</li> <li>• Los Angeles CleanTech Incubator</li> </ul>
<b>Organizational and Operational Assessments:</b> Our diverse range of clients in this area is a testament to our adaptable expertise in identifying organizational current states and re-imagining operational processes to deliver improved business services.	<ul style="list-style-type: none"> <li>• New York City Housing Authority</li> <li>• Board of Education of Chicago</li> <li>• Arkansas Economic Development Corporation</li> <li>• Massachusetts Dept. of Early Education and Care</li> <li>• Baltimore Dept. of Public Works</li> </ul>
<b>Market Analysis:</b> We understand that no operational improvements can take place without an in depth understanding of the sector market demands you may be facing. For example, for the New Jersey Economic Development Authority, we undertook a complex market analysis to inform our strategic planning initiatives for our client to capitalize on market trends.	<ul style="list-style-type: none"> <li>• City of Philadelphia</li> <li>• Denver International Airport</li> <li>• City of Los Angeles</li> <li>• New Jersey Economic Development Authority</li> <li>• Massachusetts Human Resource Division</li> <li>• New York City Small Business Services</li> <li>• Bloomberg Media Group</li> </ul>
<b>Benchmarking and Data Analysis:</b> A critical step to position our clients as market leaders is to provide benchmarking comparisons to sector peers. We have provided benchmarking analyses for numerous clients including Loyola University to identify more than \$13 million in potential strategic improvements.	<ul style="list-style-type: none"> <li>• New York City Department of Citywide Administrative Services</li> <li>• State of Illinois Office of Management and Budget</li> <li>• Missouri Department of Economic Development</li> <li>• New York Department of Tax and Finance</li> <li>• State of Minnesota MNSure Health Insurance Exchange</li> </ul>
<b>Finance &amp; Budget:</b> Actionable improvements must take place within the bounds of institutional budgets. We have worked with Temple University to understand multiple revenue streams for institutional improvements and provide streamlined and growth focused budget planning processes for their numerous departments.	<ul style="list-style-type: none"> <li>• City of Baltimore</li> <li>• Colorado Office of Economic Development and International Trade</li> <li>• Oklahoma Chief Operating Office</li> <li>• California Dept. of Motor Vehicles</li> <li>• Puerto Rico Dept. of Economic Development and Commerce</li> </ul>
<b>Implementation, Communications, and Change Management:</b> Our implementation support, informed through strategic planning, is holistic and tailored to our client needs. Our success in this area is demonstrated through our longstanding relationship with the Metropolitan Transportation Authority through numerous change implementations.	<ul style="list-style-type: none"> <li>• Michigan State Courts</li> <li>• New York Division of State Police</li> <li>• Metropolitan Transportation Authority</li> <li>• FEMA</li> <li>• Texas Dept. of Transportation</li> <li>• New York Division of Budget</li> <li>• Metra</li> </ul>

Mason will need a diverse set of professional services and a multitude of skills to determine the right strategic partnerships to pursue, design, and launch in a manner that fosters a high probability of success. We are qualified and poised to be one of those partners based on our decades of experience supporting organizations whose mission is increasing societal value and improving the lives of students and citizens.

3.0 Background and Summary Qualifications (XIII.B.3.)

3.1 Our Firm

Guidehouse Inc. is a leading global provider of consulting services to the public and commercial markets with broad capabilities in management, technology, and risk consulting. Headquartered in Northern Virginia, the company has more than 15,000 professionals in more than 50 locations (**Figure 1**). Guidehouse is led by seasoned professionals with proven and diverse expertise in traditional and emerging technologies, markets and agenda-setting issues driving national and global economies.

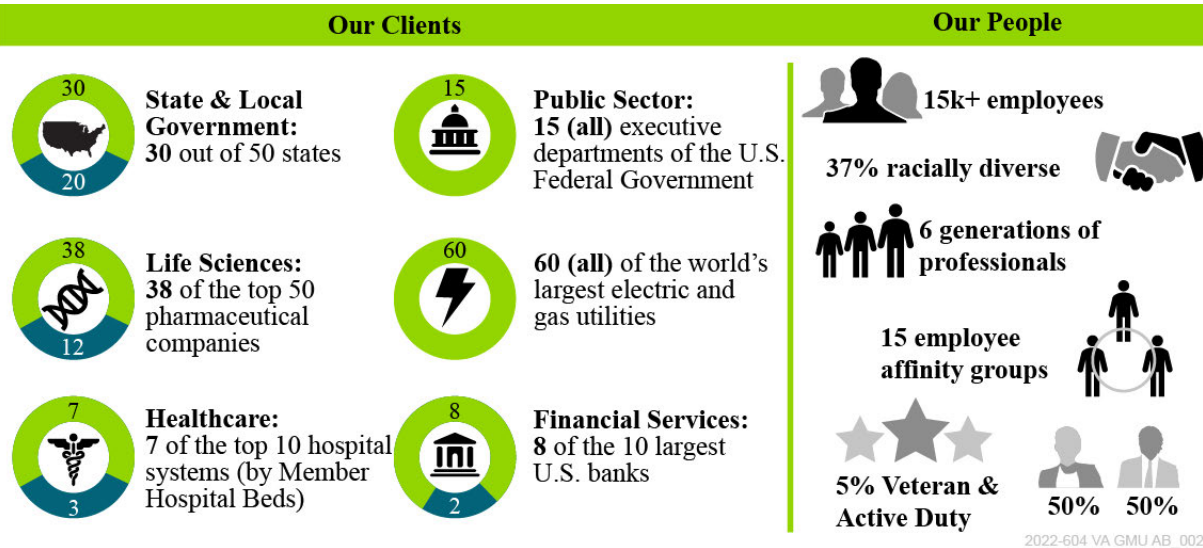


Figure 1. The Guidehouse Firm

We have a strong track record of successful service to government agencies, public and higher education institutions across the U.S. and a strong reputation for delivering exceptional results and building trust with our clients. As the former public sector arm of PricewaterhouseCoopers, Guidehouse has been supporting government agencies and non-profit organizations for more than 120 years. On October 3, 2022, Guidehouse Inc. completed its acquisition of Grant Thornton LLP’s Public Sector Advisory practice. These transactions do not impact the technical, staffing, or pricing approach we propose to George Mason University. We simply have enhanced our resources and capabilities now that we have combined the businesses. Our recent acquisition of Grant Thornton Public Sector adds a talented roster of professionals in Virginia and other U.S. locations to Guidehouse, and further cements our skillset in the fields of education and non-profit consulting. These complementary practices bring a knowledgeable and committed team of management and technology consultants to support this engagement.

We received the 2014 Malcolm Baldrige National Quality Award, presented annually by the President of the United States to organizations that demonstrate performance excellence through innovation, improvement, and visionary leadership. Guidehouse is the only professional services firm to achieve this recognition, and it is a testament to our commitment to quality service. We are the ideal partner for George Mason University – deeply sophisticated and sensitive to our client needs with market-leading strategic and technical experience.

3.2 Our State and Local Government Practice

Our State and Local Government practice, just one of our core capabilities shown in the organizational chart illustrated by **Figure 2**, focuses on bringing top-tier talent and the integrity of our brand to cities, states, higher education and non-profit institutions to solve their most pressing problems. We work with state and local governments and public institutions to connect citizens, plan and drive investments, and increase efficiency to promote long-term economic, environmental, social, and cultural prosperity. Our



services cover strategy through execution. We work with senior leaders all over the country to develop and implement innovative strategies that deliver lasting results.

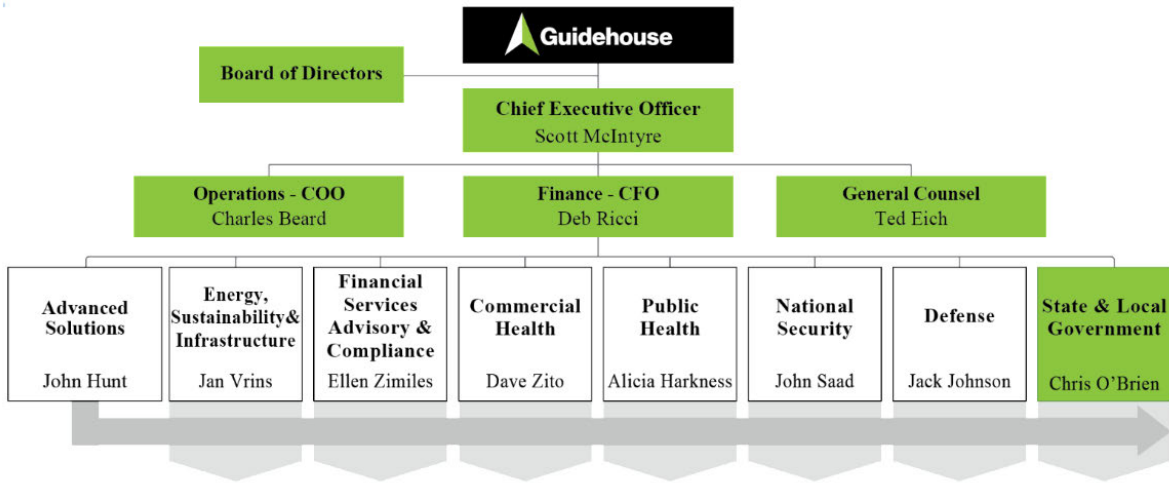


Figure 2. The Guidehouse Organization Structure

3.3 Our Higher Education Capabilities

Guidehouse has helped higher education institutions recognize opportunities for growth and seizing them to execute financially attuned strategic change. For Temple University, we provided system assessments coupled with financial funds flow review from multiple university units to develop organizational recommendations with financially focused results. For Wayne State University, Guidehouse provided a strategic partnership review and multiple future state models to guide a merger with Henry Ford Health System. Our team has extensive experience providing strategic planning, change management, and organizational assessment and design support to public entities, including higher education entities across the United States (Figure 3). Our intersectional approach to navigate both public and private sectors positions Guidehouse to provide innovative pathways forward for Mason to take advantage of potential strategic opportunities.

Some Education Clients we have previously served include:	
<ul style="list-style-type: none"><li>• Virginia Commonwealth University</li><li>• Temple University</li><li>• Oklahoma State University</li><li>• Loyola University</li><li>• Cooper University</li><li>• University of Central Florida</li><li>• University of Kansas</li><li>• Vanderbilt University</li></ul>	<ul style="list-style-type: none"><li>• Wayne State University</li><li>• Oregon Health Sciences University</li><li>• Loma Linda University</li><li>• Northwestern University</li><li>• Board of Education of the City of Chicago</li><li>• Massachusetts Dept. of Early Education and Care</li><li>• Colorado State University Research Foundation (CSURF)</li><li>• Pennsylvania Higher Education Assistance Agency</li></ul>

Figure 3. Sampling of Guidehouse Education Clients

3.4 Our Partners

Guidehouse has a strong history of partnering with SWaM firms on government contracts, including for many Commonwealth of Virginia agencies. For this proposal, we are partnering with Karma Advisory, and Knowledge Advisory Group, two firms with whom Guidehouse has successfully collaborated with on current and past projects.

### 3.5 Summary of Relevant Project Experience

**Table 3** maps select engagements to the services required in Section XI of the RFP.

**Table 3. Select Guidehouse Clients and Service Provided**

Client and Project	Strategic Partnerships	Organizational and Operational Assessments	Market Analysis	Benchmarking and Data Analysis	Finance and Budget	Implementation, Communications, and Change Management
		X				X
		X				X
		X				X
		X	X	X	X	
		X	X	X	X	
	X		X		X	
	X		X			
					X	X
		X	X		X	
		X	X		X	
	X	X	X		X	
		X			X	
		X			X	X
		X			X	
	X	X			X	
		X		X		X
				X		X
						X
		X		X	X	
				X	X	
	X					X
		X				X
		X				X
		X	X			X

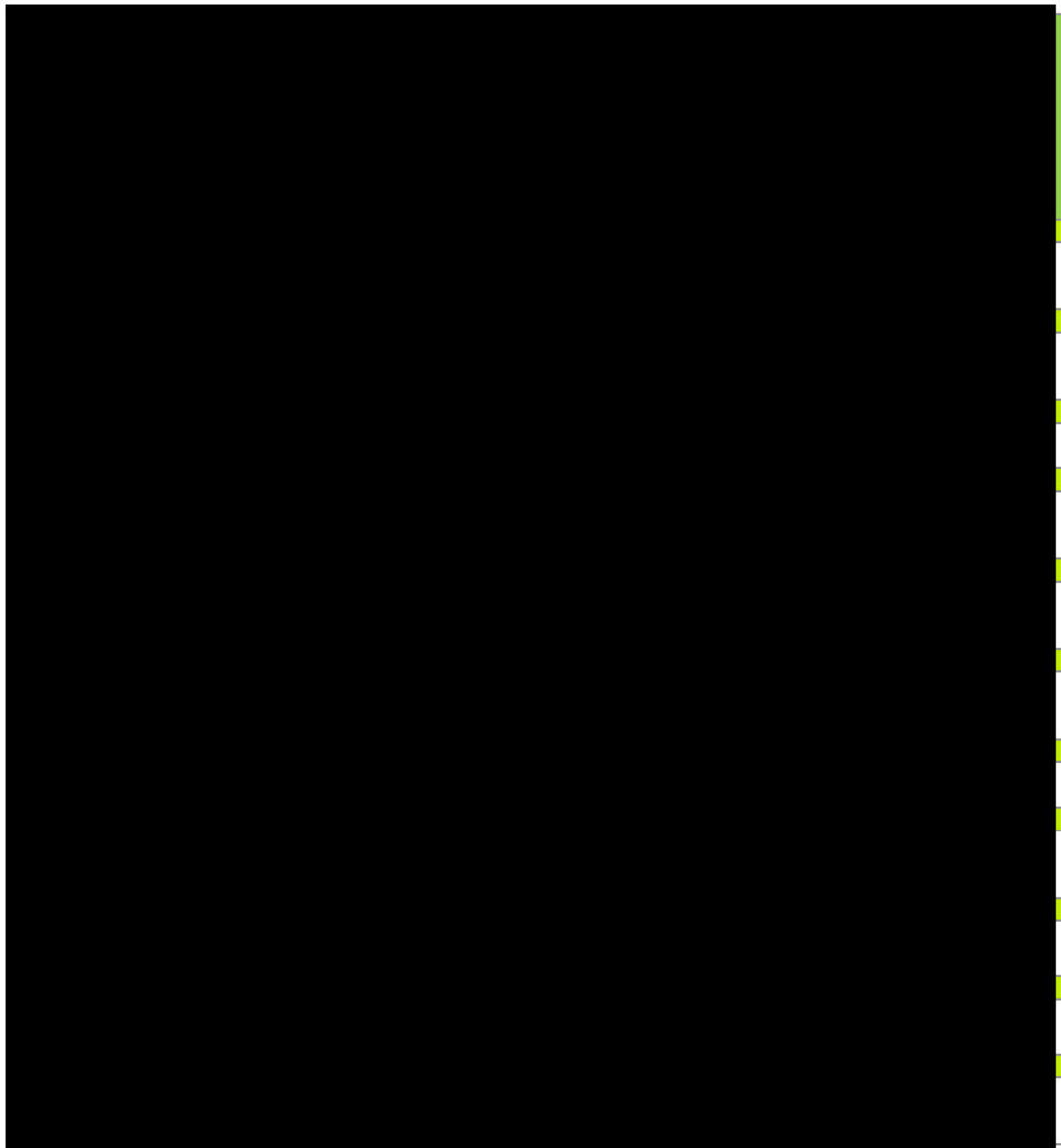
#### 4.1 *Our References from Work with Universities (XIII.B.4.a.)*

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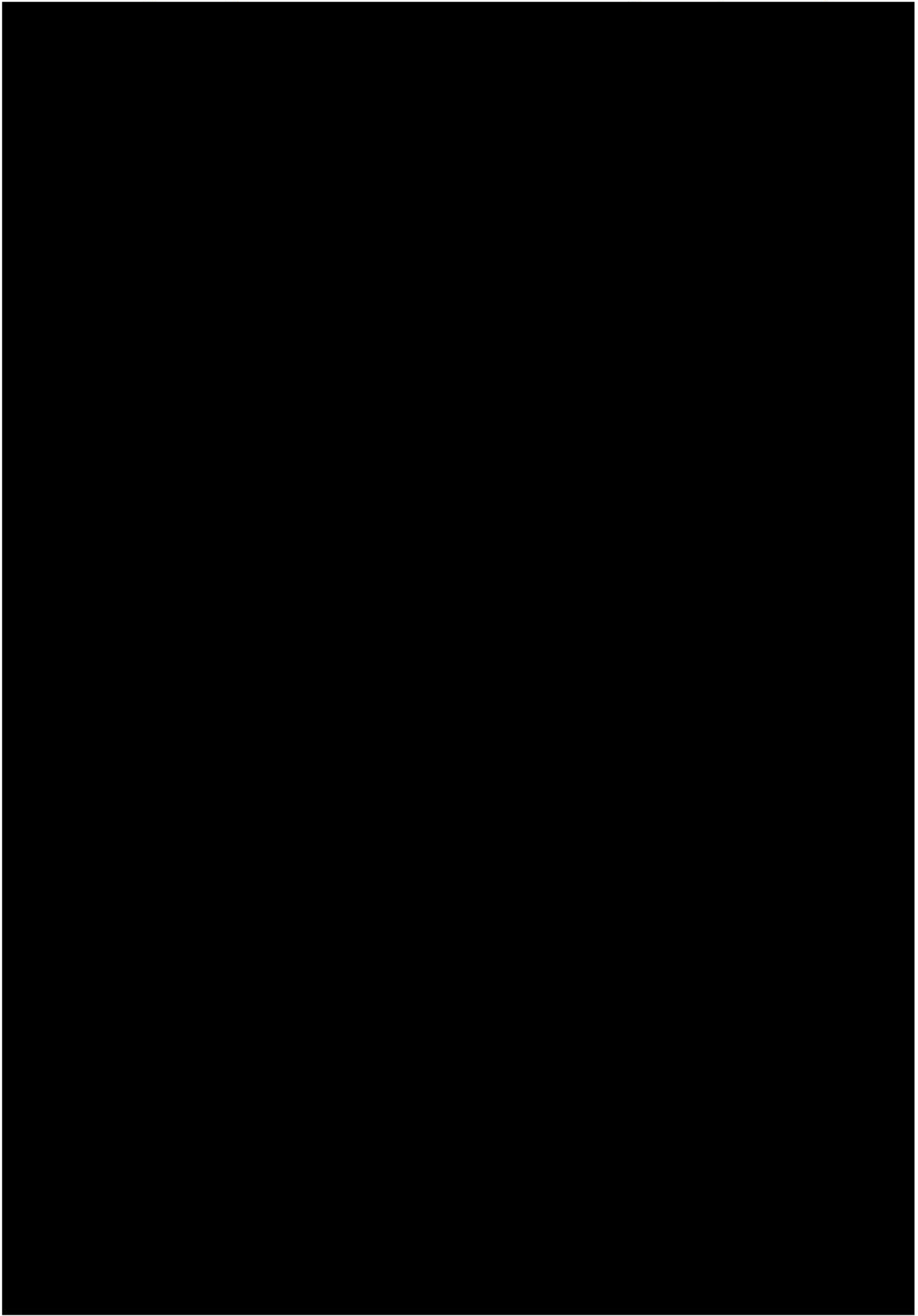


**4.2 Our Team of Education Experts (XIII.B.4.b., XI.B.17.)**

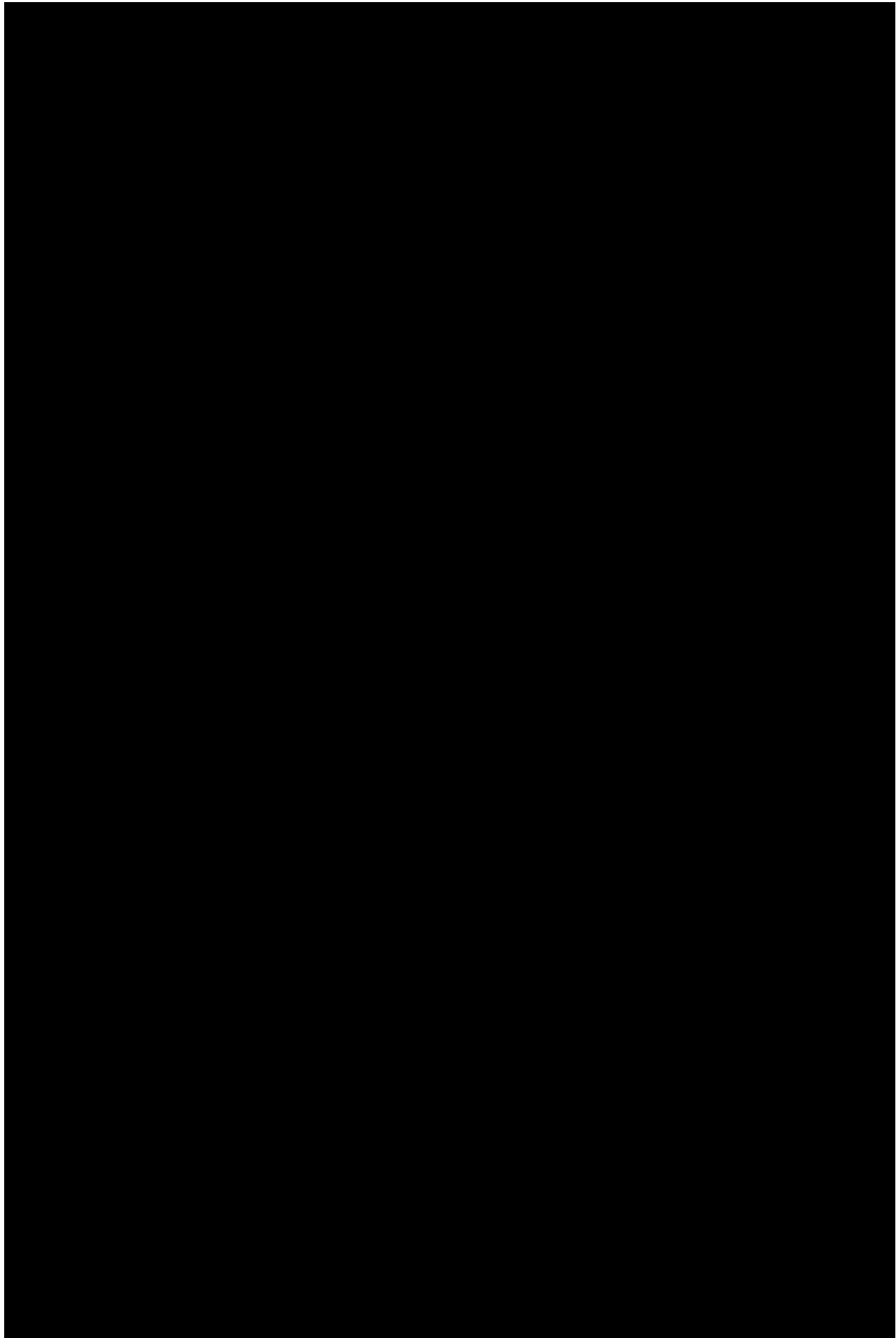
For every project, we integrate our staff team with Subject Matter Expert (SME) networks to tailor our results to your organizational needs. Our diverse SME network selected for this project is suited to complete numerous task orders. Our SME network is drawn from across our Guidehouse internal team and across our partner teams (**Table 4**).



***4.3 Our References for Work with Government in Relevant Scope Areas (XIII.B.4.c.)***







## 5.0 Our Approach (XIII.B.5.)

At Guidehouse, we have extensive experience supporting our clients through transformational change and growth, and understand the unique challenges faced by higher education institutions. Our firm has experience working with higher education institutions across the country, including Mason, Virginia Commonwealth University, and Temple University. Our efforts addressed a wide array of challenges, from organizational assessments to partnership models to change management and strategic planning. We have tried and true frameworks and approaches that we will bring to bear in this work, but we do not believe in a one size fits all approach – every approach will be customized to reflect the unique needs of the higher education industry generally and Mason specifically. We will adapt the frameworks and methodologies outlined in the sections that follow to align with the scope of work for each individual project, and we can leverage efficiencies to run projects in parallel where appropriate (e.g., Strategic Vision planning and updating in tandem with our Current State Organization Assessment). Our broad portfolio of capabilities, along with our extensive network of partners and subject matter experts, will allow us to provide comprehensive support across Mason’s areas of need and to be agile and responsive as those needs change.

### 5.1 Partnerships Framework (XI.B.2, XI.B.7., XI.B.15.)

We know strategic partnerships will be critical to Mason’s growth, allowing Mason to leverage resources, maximize reach, and more effectively and efficiently reach strategic goals. We have significant experience working with clients, including university systems, to **identify, evaluate, and launch** a variety of partnership models including collaborative initiatives and mergers and acquisitions. We understand the demands facing universities today result in an increased need to capitalize on opportunities to partner with other universities and community organizations, as well as to enter public-private partnerships to provide comprehensive and competitive facilities and services to students. We will work with Mason to understand specific growth goals and needs to develop a customized approach to analyze relevant and aligned partnership opportunities. Key aspects of the value proposition we can deliver through our people and approaches include the following:

- **Identify.** Mason must select initiatives and partnerships that align directly to its strategic goals and plans, including both the mission of the university as well as the vision of the type of institution Mason wants to be. We bring an abundance of experience with regards to helping organizations define their target state, engage stakeholders on potential initiatives, and build consensus around desired outcomes.
- **Evaluate.** Once Mason identifies a set of potential initiatives and partnerships, it must evaluate them based on a range of criteria for how well any initiative serves the university and its stakeholders. Mason should evaluate potential initiatives based on the degree of alignment with Mason’s strategic plan and goals, operational feasibility, financial viability, and efficacy, as well as how the initiative might impact Mason’s institutional values, such as Diversity, Equity, and Inclusion (DEI), putting students first, innovation, and academic freedom. Our team has helped universities and organizations conduct such evaluations in ways that are rigorous, inclusive, and transparent. We bring capabilities in

#### Case in Point: Wayne State University and Henry Ford Health System, Transformational Partnership




WSU and HFHS jointly retained Guidehouse to spearhead the development of an enduring “bold and transformational” partnership vision to drive future excellence in the face of a multitude of market forces. In a highly confidential manner and accelerated timeframe, we worked with executives from HFHS and WSU to identify long-term goals and priority areas and included several “win-win” collaboration opportunities to provide value within the clinical, research, and education enterprises, as well as to the greater community. We helped stakeholders define a transformative vision for a contemplated affiliation and a range of organizational / governance straw model structures to realize the vision; conduct confidential due diligence; facilitate the development of an implementation plan to optimize the potential for success; engender senior leadership support for the final overarching and discrete strategies; and design and build a financial model to estimate the economic impact of the partnership. The financial modelling identified growth opportunities, synergies across missions, implementation costs, and expected competitive responses from other providers to define the partnership value proposition to each organization.



many areas of evaluation, such as operational and financial planning, and market assessments.

- **Launch.** To enable ultimate success of any initiative or partnership, Mason needs an implementation partner with a wide range of experience not only in the technical aspects of program and project management, but also the ancillary services that drive success: change management, stakeholder engagement and communications, and risk management.

The framework below (**Figure 4**) illustrates the overarching approach we will take to identifying, evaluating, and launching partnership opportunities, along with some of the analyses and activities that can be incorporated into this approach. Our approach is further detailed in the following sections.

	 <b>Identify</b>	 <b>Evaluate</b>	 <b>Launch</b>
<b>Driving questions</b>	<ul style="list-style-type: none"> <li>• What opportunities for new ventures/initiatives exist?</li> <li>• What is the initiative objective?</li> <li>• How will it benefit from a partnership delivery model?</li> <li>• How does this align with broader mission/strategic goals?</li> </ul>	<ul style="list-style-type: none"> <li>• What is the return on investment?</li> <li>• What is the operational and financial feasibility of executing on the partnership model?</li> <li>• What are the opportunity costs/impacts to GMU operations?</li> </ul>	<ul style="list-style-type: none"> <li>• What are the risks related to any private/public rollouts?</li> <li>• How can benefits be measured and communicated?</li> <li>• What is the best implementation approach?</li> </ul>
<b>Inputs</b>	<ul style="list-style-type: none"> <li>• Document Reviews</li> <li>• Stakeholder Surveys/Interviews</li> <li>• External Data Reviews</li> </ul>	<ul style="list-style-type: none"> <li>• Cost Benefit Analysis</li> <li>• Feasibility Study</li> <li>• Fit/Gap Assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Risk Analysis</li> <li>• Partnerships model</li> </ul>
<b>Potential Analysis and Activities</b>	<ul style="list-style-type: none"> <li>• Organizational and Operational Assessments and Improvements (XI.B.6.)</li> <li>• Higher Education Benchmarking and Data Analysis (XI.B.1.)</li> <li>• Market Analysis/Market Demand Analysis (XI.B.11)</li> </ul>	<ul style="list-style-type: none"> <li>• Business/Financial modeling (XI.B.10)</li> <li>• Financial Analysis and Budget Planning (XI.B.3.)</li> <li>• Partnership Selection Support (XI.B.7.)</li> </ul>	<ul style="list-style-type: none"> <li>• Implementation Planning</li> <li>• Implementation Support [Including Program Management]</li> <li>• Strategic Communication &amp; Change Management (XI.B.8.)</li> </ul>
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• Current State Assessment</li> <li>• Gaps Analysis</li> <li>• SWOT Analysis</li> <li>• Initial Partnership Recommendations/Targets</li> </ul>	<ul style="list-style-type: none"> <li>• Financial Analysis</li> <li>• Budget Plans</li> <li>• Business/Financial Models</li> <li>• Risk Analysis</li> <li>• Final Partnership Recommendations</li> </ul>	<ul style="list-style-type: none"> <li>• Implementation Plan</li> <li>• Program Management Artifacts</li> <li>• Communication Strategy</li> <li>• Change Management Plan</li> </ul>

**Figure 4. Partnerships Framework**

The capabilities outlined in this section can be provided as part of a broader partnership strategy as presented, or on an ad hoc basis for individual projects. We can also provide customized support for specific strategic initiatives such as research, leadership coaching, DEI, and establishing business functions at Mason.

## 5.2 Identify (XI.B.)

To leverage partnerships for growth, Mason will first need to identify opportunities for new ventures and initiatives. Potential analyses and activities outlined below help us understand opportunities that exist internally and externally including organizational and operational assessments, benchmarking analyses, and market analyses. As gaps and opportunities are identified, we work to pinpoint where partnership models can be utilized to capitalize on opportunities. The following questions guide initial recommendations where Mason can best leverage internal and external partnerships for optimal impact:

- What is the initiative objective?
- How could it benefit from a partnership delivery model?
- How does this partnership opportunity align with Mason's broader mission/strategic goal?

### 5.2.1 Organizational Assessments and Improvements (XI.B.6.)

Undertaking an organizational assessment will allow us to understand Mason's current state and the opportunities that exist internally, as well as ideate on the Mason's target state. We have extensive experience in helping clients understand current strengths and gaps, and identify areas for improvement within their operations, structure, processes, tools, and staffing through organizational assessments. For

example, identifying the opportunity to consolidate multiple departments into one or the need for new business units/departments, such as billing for insurance. Many of these areas for improvements will also become opportunities to engage in partnerships with businesses and other higher education institutions. For instance, Mason may be able to develop a shared services model to streamline back-office services or leverage new technologies. Our tried and tested phased approach to organizational assessments and improvements outlined in **Figure 5** on the following page will be adapted appropriately to cater to Mason's vision and goals. Our approach to organizational assessments broadly follows three phases:

**Phase 1—Define Target State:** To determine what gaps and opportunities exist, we must paint a clear picture of where Mason is going. Leveraging Mason's Strategic Plan and working with key stakeholders, we will help develop Mason's vision for the future into a target operating model. The target operating model will help provide a shared understanding of what the future state of the university could look like and will include a variety of considerations from how Mason will more effectively serve students to what they will be known for externally, to what internal systems and culture may look like.

**Phase 2—Undertake a Current State Assessment:** Guided by the questions outlined in the framework above, the current state assessment will allow Mason to better understand its organization, people, and processes through qualitative and quantitative insights. This will allow us to understand how Mason is positioned against our defined target state, and better understand the gaps that need to be filled to actualize our vision. During this phase, we will undertake due diligence using desk research, stakeholder interviews and focus groups, surveys, review of existing documentation and analysis of performance, staffing data, and tools. For example, this could include conducting focus groups on the status quo of academic leadership and coaching strengths and pain points. This will also include generating business process mappings of current state organizational processes to pinpoint inefficiencies.

The team will develop a detailed documentation request for Mason, including processes, staffing information, procedures, and performance data. We will use this data to conduct workforce analyses to pinpoint any staffing or organizational management issues that may serve as barriers to innovation or future ventures.

**Phase 3—Make Recommendations for Future State:** Based on identified gaps and areas of opportunity, we will develop a series of recommendations, including quick wins and long-term opportunities. These recommendations will include both department specific recommendations as well as those that apply across the university, with a focus on opportunities to leverage internal and external partnerships for operational improvements and to maximize resources and reach.

#### Case in Point: City of Philadelphia, Office of Innovation and Technology – Smart City Roadmap

The City of Philadelphia's Office of Innovation & Technology engaged Guidehouse to help develop an integrated Smart City roadmap to outline strategies to implement smart technology and systems. The team completed a benchmark study of 13 peer and leading cities to understand how others are approaching this topic, identify best practices, and analyze lessons learned. The team held interviews with city and industry experts and conducted desk research from city and third-party resources. Primary topics for the benchmark study were foundational items such as Smart City visions, programs, applications, governance, funding approaches, and various technology aspects, such as connectivity, data standards, privacy, and cybersecurity. By leveraging these inputs, our team was able to identify key gaps and opportunities for Philadelphia, such as the importance of building leadership buy-in to push formalized collaboration forward, the various levels of data management and privacy, the security practices adapted by different city agencies, and the need to explore creative funding opportunities to support Smart City initiatives.



## 5.2.2 Benchmarking (XI.B.1.) & Market Analyses (XI.B.11.)

To maintain Mason's position among the top 10 most diverse and innovative public universities in the country<sup>1</sup>, and effectively position the institution for continued growth, it will be important to understand the current higher education landscape and partnership opportunities that exist statewide, nationally, and even internally (e.g., uncovering partnerships with key industry segments in Virginia for training/certification, or partnership opportunities with foreign universities). Benchmarking and market analyses will allow us to understand the current state externally, how Mason's current state compares to that of peers, and what untapped opportunities exist.

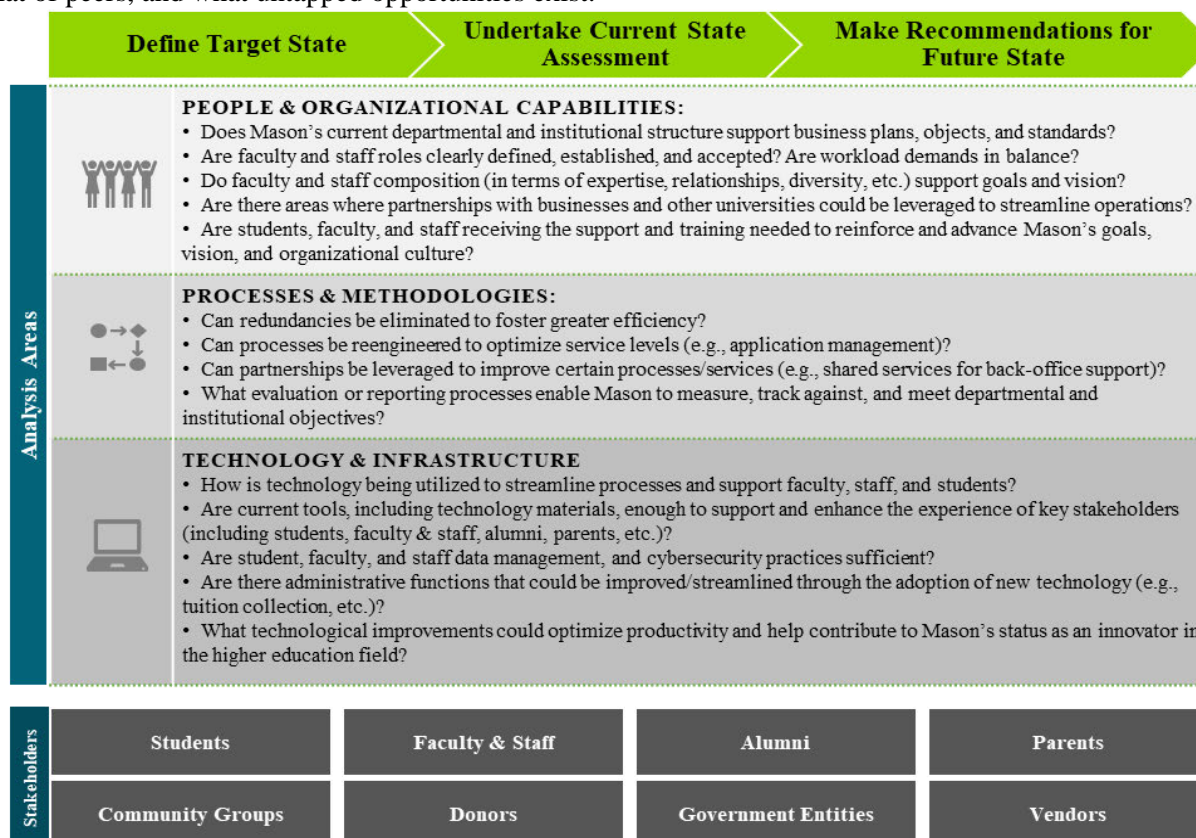


Figure 5. Sample Framework for an Organizational Assessment

## 5.2.3 Benchmarking Analysis (XI.B.1.)

Guidehouse will work with Mason to undertake a review and evaluation of leading practices, organizational structures, and growth and innovation strategies at comparable institutions. Our approach to benchmarking includes three phases: defining benchmarking targets, analyzing those targets, and preparing a comparator analysis report.

- Phase 1—Define Benchmarking Targets:** The success of a benchmarking analysis will require identifying appropriate benchmarking targets, including which institutions in the higher education field to benchmark, as well as the specific factors to be analyzed. We will select institutional

<sup>1</sup> <https://www.gmu.edu/news/2022-09/mason-now-top-10-public-university-diversity-innovation-and-cybersecurity-education-us#:~:text=George%20Mason%20University%20is%20among,Colleges%20List%E2%80%9D%20rankings%20released%20Monday>

benchmarking targets in collaboration with Mason using select criteria, including geographic proximity, size, key programs, as well as perceptions of success, such as student enrollment, rate of growth, national rankings, etc. We will also identify which priority areas we seek to gain relevant insight into based on Mason's vision and goals (e.g., course enrollment, key partnerships, research grants, attendees at events, etc.).

- **Phase 2—Analyze Benchmarking Targets:** For each of the institutions selected for benchmarking, we will engage in qualitative and quantitative research about their vision, mission, programs, partnerships, and resourcing. This may include direct interviews with stakeholders and desk research reviews of relevant websites and third-party data.
- **Phase 3—Prepare a Comparator Analysis Report:** The comparator analysis report will synthesize research on the other universities' activities and develop it into a leading practices model. Typically, this looks like a classification table structured around the key research topics that were identified in phase one. Deliverables included in the report can also include a maturity model, which can be used to assess Mason based on specific benchmarking criteria then compare those to peer agencies in the benchmarking process, and a desk research repository and summary. Sample deliverables are shown in **Figure 6**.



**Figure 6. Sample Benchmark Deliverables**

### Market Analysis (XI.B.11.)

Conducting market analyses will help better understand Mason's current market position, potential partners, and potential areas of growth and expansion. It will also help Mason better understand how different types of partnerships have been leveraged by similar types of academic institutions (e.g., shared use of e-learning platforms between institutions or dual degree offerings across different universities). Depending on Mason's specific needs and goals, market analysis can be targeted to any of the elements listed below. We would execute on each of these analysis areas using a combination of desk research, surveys/interviews with students, alumni, faculty, and residents of the University community, and by engaging our extensive network of SMEs (**Table 5**).

**Table 5. Potential Analysis Areas**

Focus Area	Potential Analyses	Overview
Understanding Mason's Customers	<ul style="list-style-type: none"> <li>• Market Sizing</li> <li>• Customer Description and Segmentation</li> </ul>	Market sizing and customer description/segmentation can help provide Mason with a better understanding of their customers including who their customers are, how many potential customers exist, and how to best reach them. We can develop population and individual profiles of specific student segments throughout their academic journey (e.g., a profile for vocation specific part time students), as well as map out expectations of other stakeholders such as parents, research sponsors and academic communities. Through these analyses, we can also look at potential partners (e.g., local businesses looking to expand their training curriculum) and identify potential vendors needed to execute on service offerings.
Understanding Industry Environment and Opportunities	<ul style="list-style-type: none"> <li>• Market Trends</li> <li>• Business Environment</li> </ul>	Market trend and environmental analyses will help Mason understand what new opportunities and threats exist in a market, whether creating a new program or sustaining the market share of an existing program. Trend analyses could reveal new opportunities for Mason to pursue such as digitized transformation, blended learning environments, economic restructuring to maintain affordability for students and operators, and other non-traditional programs. Additionally,



Focus Area	Potential Analyses	Overview
	<ul style="list-style-type: none"> <li>Entry Requirements/Barriers to Entry</li> </ul>	reviewing factors impacting the environment in which Mason is operating, including the political environment, any economic and cost factors, current technology landscape, and regulatory environment, can help better understand both the opportunities that exist as well as any potential barriers to entry.
Understanding Industry Growth Demand	<ul style="list-style-type: none"> <li>Market Demand</li> <li>Market Growth</li> </ul>	Market demand and growth analyses will provide an understanding of how much demand there is for the unique services Mason offers or is considering offering, and how prospective students and other key customers might view a program offering. Examining the existing demand along with the market growth rate, or the predicted percentage growth for an industry/service over a defined period will help Mason understand how fast the market for their services is growing as well as what potential for growth/success exists in a particular service area.

### 5.3 Evaluate (XI.B.)

When making strategic decisions about which partnership ventures to pursue, Mason must evaluate a variety of factors, including costs, benefits, and risks associated with the venture. For evaluations such as this, costs are usually more straight-forward, including tangible items like time from staff, direct expenditures on materials and supplies, and contract costs, to name a few. Benefits and risks, however, are more difficult. While Mason may estimate direct financial benefits (e.g., increased fee/tuition, research grants), intangible benefits related to value creation, improved student opportunity and experience, greater brand recognition of the university, and impacts to the greater community and Commonwealth are more difficult—yet equally as important—to measure. Comprehensive risk analysis is also imperative to understand the potential outcomes of any partnership, and how they may impact the University. We incorporate these concepts into our technical approaches to enable any evaluation to be comprehensive, relevant, and accurate as possible. Mason may want to consider alternatives analysis as a method to balance evaluations across several potential initiatives and conduct trade-off and opportunity costs analysis as it examines its entire partnership portfolio.

#### 5.3.1 Business and Financial Modeling (XI.B.10.)

Business and financial modeling will help Mason determine ventures and partnerships to pursue. We are home to an expansive network of modeling specialists who bring deep knowledge of financial, organizational, programmatic, and governance models to the table. Our approach is scenario driven where we develop a series of models for assessment of potential economic and structural impacts of new ventures and partnership opportunities, evaluate synergies across missions, and define the partnership value proposition. We will utilize the following approach to build business and financial models to inform evaluation decisions.

1. **Define Objectives:** The first step is defining the objectives of the analysis and the measures and metrics that Mason will use to inform the evaluation of the initiative. Determining which metrics will inform the best choice is a key first step to a successful model. To do this, we conduct facilitated sessions key stakeholders to gain consensus on the desired outcomes of the initiative and the specific measures and metrics that we will develop via business and financial modeling.
2. **Define Modeling Techniques and Data Requirements:** Based on defined metrics and measures, we assess the type of models that Mason needs to conduct the evaluation and the types of data needed to make the model perform effectively. Types of models could include discounted cash flows, total cost of ownership, budget models, mergers and acquisitions, and comparative entity evaluation. Each model would require different types of data and model selection would depend on the type of initiative.

#### Case in Point: NY State Dept of Financial Services (DFS)

Guidehouse assisted DFS in identifying a customer interaction strategy to focus on better customer service while reducing cost. Through a current state assessment, our team developed a set of recommendations to revamp the customer interaction model to better leverage self-service channels, focus internal resources on high-impact customer complaints, and leverage complaint data to identify trends in the marketplace of fraudulent institution behavior. Our strategy-through-execution approach helped formulate recommendations which resulted in a model that would drastically improve DFS's customer satisfaction and resulted in an annual savings of \$3.2 million.



3. **Design Model and Collect Data:** Afterwards, we design the model parameters (e.g., time horizons, cost/benefit flows, assumptions, algorithms/formulas, modeling platform and analytical techniques) and collect the data necessary to run the designed model. Where data is not available, we examine opportunities for proxy data for inclusion, or adjust assumptions as needed. We then clean and transform the data as necessary to support model development.
4. **Build, Test, and Analyze Models:** We build the appropriate models and conduct stress testing to confirm the validity (e.g., precision, accuracy) of the financial model(s). If necessary, we will define multiple scenarios to support analysis of the proposed initiative and build the models to accommodate multiple layers of analysis.

### 5.3.2 Financial Analysis and Budget Planning (XI.B.3.)

In tandem with modeling, financial analysis and budget planning can support the evaluation of initiatives as well as ongoing operations.

**Financial Analyses.** We can conduct financial analysis to gain insight into the feasibility of proposed initiatives as well as understand return on investment and determine initiative viability (Table 6).

**Table 6. Examples of Financial Analysis**

Examples of Financial Analysis	Use and Benefit
<b>Vertical</b>	Examines the relationship between various items on a financial statement within one time period to help recognize any changes over time and compare various entities
<b>Horizontal</b>	Evaluates how financial statement figures change over time to identify trends to understand rates of change
<b>Cost-Benefit</b>	Examines costs/benefits (tangible and intangible) of a proposal to determine whether a project will yield net positive or net negative benefit to inform go/no go decisions.
<b>Return on Investment</b>	Calculates the rate of return of an investment over a specific time period to understand the rate of value creation per dollar of investment
<b>Break Even</b>	Calculates the flow of benefits (tangible and intangible) to determine the point in time at which total investment cost will be recovered to help understand whether the timeline of cost recovery is optimal
<b>Scenario and Sensitivity</b>	Examines the impact of different variables to understand impact on potential outcomes to inform risk assessments and contingency planning
<b>Variance</b>	Analyzes differences between expected and actual outcomes to inform additional analysis requirements related to underlying assumptions, process efficiency and effectiveness and resource allocation

**Budget Planning:** We can support the budget planning process across all phases: planning, preparation, submission, approval, and execution. We can also support different types of budget planning depending on the type required: zero-based, incremental, performance-based, or cost-based, to name a few. Our approach to planning includes the following:

- Estimating total revenues available (including available funds) and expenses likely to be incurred within each planning category (i.e., program, project, department) based on planned activities
- Mapping budget categories to organizational goals and measures
- Prioritizing activities based on funds available as they relate to achievement of goals
- Analyzing cash flow to enable cash availability throughout the budget period
- Trade-off analysis to support submission of a balanced budget
- Preparing budget financial statements and justifications

### 5.3.3 Partnerships Selection Support (XI.B.7.)

While the financial viability of any initiative is an important factor, it should not be the only factor when deciding to go forward or not with a partnership. We recommend a comprehensive and integrated analysis that provides a more comprehensive picture of how a partnership might affect Mason and its stakeholders. In addition to using the approaches above to inform financial viability, other areas of inquiry should include:

- **Alignment to strategic plans and goals:** to what degree does the partnership support the strategic plans and goals of the university?



- **Suitability of the potential partner:** to what degree does the potential partner share the values and culture of the university?
- **Impact to Diversity, Equity, and Inclusion:** how well does the partnership support DEI goals?
- **Impact to Students, Faculty, and Stakeholders:** What are the primary and secondary impacts to stakeholders in the university community?
- **Risk:** What are risks associated with the proposed venture? How well can they be mitigated and managed?

We can support analysis in these areas to include primary research, focus groups, surveys, data analysis, working sessions, and other techniques as appropriate to enable Mason to make well-informed decisions. In addition, we can support preparation of materials and artifacts to support documentation, presentations to boards, steering committees, and/or executives to support buy-in to recommendations.

#### 5.4 *Launch (XI.B.)*

Once the team has worked with Mason to select the partnerships and new ventures that will be pursued, Guidehouse will work hand-in-hand with Mason to launch these initiatives. Guidehouse will kick off the launch phase by pinpointing and addressing risks associated with its partnerships model. These risks may include staffing implications, infrastructure restrictions, and contractual ramifications. With these risks in mind, Guidehouse can use its expertise to select an implementation approach for Mason given its position in the market and develop an implementation plan. This implementation plan will include a strategy to ensure that benefits and returns on investment will be systematically measured and communicated. Finally, Guidehouse will provide implementation support as Mason initiates its new ventures by supporting partnership agreement development, providing program management services, identifying performance metrics, and providing communications and change management support. The team will use the following approach to provide these services.

##### **Case in Point: New York State Department of Labor Unemployment Insurance Modernization Change Management**

The NYS DOL engaged Guidehouse to provide change management and communications support around implementation of its Unemployment Insurance System Improvement Modernization (UISIM) project, an initiative of critical importance to the State, highlighted by the pandemic and surge in UI claims. We will assess the need for change management through a change readiness survey and change impact analysis; develop strategies and plans to effectuate change; and execute change management activities and continuously manage progress through direct communications support and a change ambassador network. The planned organizational change management services will help successfully manage the transition to the new UI platform enabling DOL to fully realize the benefits of the new system.

#### 5.4.1 **Implementation Planning**

Guidehouse will facilitate the development of an implementation plan that outlines specific action steps and approaches to executing on the strategies outlined in the final report.

**Select Implementation Approach:** The team will leverage its extensive implementation experience to weigh the pros and cons of various implementation approaches and select the implementation approach that best suits Mason.

**Develop Implementation Plan:** We will work with Mason to develop comprehensive implementation roadmaps that prioritize the recommendations, identify tasks, resource needs (staff, funding, time), dependencies (e.g., completion of other tasks, technology implementation), and risks (i.e., lack of departmental coordination) that may impact the timeline or objectives (**Figure 7**).

Select Implementation Approach	Develop Implementation Plan
Guiding Questions	
<ul style="list-style-type: none"><li>• What implementation approach might make sense for each initiative?</li><li>• What are the risks of each implementation approach?</li><li>• What are the potential benefits of each approach?</li><li>• What is Mason’s priority for its approach (i.e. expedient timeline, risk mitigation, etc.)?</li></ul>	<ul style="list-style-type: none"><li>• What tasks will need to be completed?</li><li>• What resources will be needed?</li><li>• What is an appropriate timeline?</li><li>• What dependencies are we facing?</li></ul>

Figure 7. Sample Implementation Framework

**Implementation Support:** Guidehouse will provide extensive support to Mason as the organization carries out the implementation plan. Guidehouse has years of high stakes implementation experience and leverages this knowledge to provide guidance and an adaptable mindset throughout the launch process.

**Support Partnership Agreement Development:** Guidehouse will provide guidance to Mason as it develops agreements with partners and makes strategic decisions about these agreements. For example, Guidehouse can complete additional analysis and research necessary to inform Mason’s arrangements. The team will work with Mason to develop performance goals, such as an increase in net revenue or higher application numbers, and pinpoint key performance indicators (KPIs) that can be used to measure how well each venture is obtaining those goals. The team can also conduct leading practices research and business process design activities to provide Mason with guidance on how to achieve its goals within the scope of its new initiatives.

**Provide Program Management:** The team will be by Mason’s side as its new initiatives kick off and will provide program monitoring, risk and issue tracking and management, and project management support. Program management activities may include generating development timelines, defining milestones and monitoring milestone progress, implementing reporting processes and infrastructure, schedule project management check ins, developing invoicing schedules as applicable, and conducting quality assurance checks. Guidehouse will work to improve the performance and efficiency of the new venture and will adapt its approach to doing so based on the specific venture.

5.4.2 Communications & Change Management Support (XI.B.8.)

The success of Mason’s new ventures will depend on effective strategic communications and change management for impacted stakeholder groups. Guidehouse has tried-and-true change management and communications frameworks and approaches and will leverage its extensive change management portfolio to provide Mason with the thorough support that new initiatives require.

**Change Management:** A focused change management strategy is key for transformational change to stick. Guidehouse’s change management strategy is driven by three guiding principles: accuracy and responsiveness, speed and effectiveness, and transparency (Figure 8). Staff at all levels need to understand Mason’s high-level partnerships and key implementation efforts, and feel prepared and trained to acclimate to organizational or process changes associated with new ventures. We will develop a change



Figure 8. Change Management Guiding Principles



management plan and put in place a process and plan to routinely evaluate how well changes are being adopted. Some key change management activities may include developing personas, generating stakeholder mappings, or conducting change impact assessments.

**Communications:** Guidehouse will generate a communications strategy targeted towards impacted stakeholder groups regarding new initiatives (**Figure 9**). Communications will be facilitated to provide information regarding new initiatives to pursue, implementation timeline, impending changes for each impacted group, and strategic alignment of new initiatives with Mason’s partnerships model and greater mission. This strategy is based on the building blocks of key messages, target audiences, messaging tools, multiple channels of communication, branding resources, and an evaluation. As part of the communications strategy, Guidehouse will generate a messaging framework, guiding communications principles, a detailed communications approach, and tactical steps to ensure Mason has the tools it needs to succeed.



Figure 9. Communication Principles

5.5 Other Services/Strategic Initiatives (XI.B.11.)

The effective design and implementation of strategic initiatives aligned with Mason’s strategic plan and long-term goals will necessitate a thorough and coordinated project management approach. Guidehouse will bring extensive experience developing and implementing a wide variety of strategic initiatives, along with a streamlined approach that has proven successful. Our overarching project management approach has been adapted for an array of projects from organization-wide DEI initiatives to technology implementations to the stand-up of new business functions. Guidehouse’s wide bench of subject matter experts and partners allow for the approach to be adapted and customized for each individual engagement, taking into account the unique factors that inform project success and the expertise and knowledge base needed for effective implementation.

5.5.1 Diversity, Equity, and Inclusion (XI.B.16.)

As a university that is among the most diverse in the country, Mason must ensure progressive and sustainable Diversity, Equity, and Inclusion (DEI) practices are integrated across internal and external systems. To solidify a future as a university with a diverse student body, workforce, and community, and an equitable culture that supports their success, Mason needs a tailored approach to elevate and ensure consistent application of current DEI practices and implement future initiatives. Our team will collaborate with Mason to understand DEI challenges and develop solutions. Using the framework outlined in **Figure 10**, we will assess the current state of DEI at Mason, evaluate and refine DEI strategy and goals, and develop programs and implementation plans to achieve those goals.

We look forward to working together to reimagine and reinforce the current state of DEI with a strategy that bolsters Mason’s commitment to diversity, equity, and inclusion and underscores an institutional reputation of student satisfaction, service equity, community engagement, and inclusive partnerships.



Figure 10. DEI Assessment Framework



### 5.5.2 Setting up Business Functions (XLB.5.)

With extensive experience helping large, complex public organizations stand up new functions and departments, Guidehouse will serve as a strategic partner as Mason works to expand and strengthen its infrastructure with new business functions, such as billing for insurance offered on campus. Guidehouse will utilize a three-phase approach to stand up a business function in partnership with Mason.

#### Case in Point: New York City Housing Authority Compliance Department (NYCHA) – Compliance Department Design & Stand-Up

A 2018 consent decree ordered the Authority to build a Compliance Department to support NYCHA's mission of providing safe housing for its residents. NYCHA and the Mayor's Office engaged Guidehouse to design and operationalize the department. We conducted a current state assessment of the Authority's compliance functions. Insights gathered, in conjunction with leading practices discussions, informed the design of the Compliance Department. Guidehouse operationalized the Compliance Department and partnered with NYCHA to secure budget funding for resources. The team developed a Department overview and job descriptions for recruitment and hiring and inventoried 900+ regulations to create a tool for the Department to continue regulation collection and management. Finally, the team created an actionable implementation plan to enable NYCHA to continue to build out and mature the new Department.

**Phase 1—Assess:** Guidehouse will work with Mason to understand current organizational structure, and where the new business function will best fit. This may include a current state assessment, strengths and weaknesses assessment, business case generation and analysis, or leading practices research. From these activities, we gather information regarding what assets are required to stand up the department, such as staffing, physical infrastructure, and technology.

**Phase 2—Design:** Guidehouse will generate and build the department structure and establish criteria for monitoring and measuring performance of the new department.

**Phase 3—Implement:** Finally, in the Implement phase, the team will develop and execute on an implementation plan for rolling out the new function. Guidehouse has extensive experience with implementations and has the change management and

project management expertise needed to realize the desired department.

### 5.5.3 Academic Leadership Assessment and Coaching (XLB.9.)

While the future of work evolves, so does the future of education and the stressors facing the educators tasked with adapting to it. Our team understands this well, because cultivating organizational growth and potential is part and parcel of our core expertise and ethos. We are prepared to provide customized techniques to examine future demographic, technological, and economic trends that will be relevant to Mason's academic community and equip Mason's faculty to navigate and maintain a modern educational ecosystem effectively. We will leverage our wealth of experience creating strong management structures across multiple fields to conduct a diagnostic assessment tailored to the teaching staff and faculty, to identify economic and workforce development challenges, priorities, and values as well as the opportunities for incentives, training, and development specific to academia. Our intent is to conduct a stakeholder map and maturity assessment across the University to define Mason's vision, objectives, strengths, competitive advantages, policy landscape and provide change management profiles and recommendations that will enhance transformation efforts in the short term and sustain innovation in the long term. Outcomes will aim to:

- Develop an Organizational Change Management Program to support new strategic initiatives and projects
- Build recruitment and onboarding program that parallels the new vision
- Create training tools and templates, and meaningful performance reviews to measure and improve organizational maturity
- Structure on-site professional development workshops and coaching services
- Establish non-traditional instructional opportunities to match blended learning environments

These recommendations will help the University expand the talent pool, enhance course curricula, optimize performance, retain leadership, grow the academic network through public-private means, and elevate the experience for students and leadership alike.

5.5.4 Higher Education Research and Analytics (XI.B.12.)

With Mason and at the cusp of reaching its strategic goal of more than \$225 million in sponsored funding by 2024, named among the select few institutions holding an R1 designation from the Carnegie Classification of Institutions of Higher Education, and numbered the eighth-highest recipient of funding for research in the past decade from the National Endowment for the Humanities, Guidehouse recognizes that the opportunity to continue the momentum to expand and elevate Mason’s research profile is now. It is critical that we involve all stakeholders, inside and outside Mason, to redefine and revamp a shared vision, goals, and investment strategy to achieve and surpass this goal. Guidehouse will take a multifaceted approach to reflect Mason’s multidisciplinary research cohort. Our consultants are prepared to pursue this by evaluating Mason’s current suite of offerings in comparison with competitors to identify the best path forward by which to leverage our technological know-how, and network of SMEs and public and private enterprises most effectively. Strategies may entail heightened exposure and effective marketing campaigns, enhancing the approach for competing for increasingly larger sums of research grants, refreshing research program requirements to widen the talent pool of MA and PhD candidates, creating more blended learning and non-traditional research opportunities, and capturing opportunities to collaborate with national and international entities to lead in producing cutting-edge discoveries, studies, and developments.

5.5.5 Business Process Mapping, Automation, and Change Management (XI.B.18.)

We recognize Mason’s intention is to elevate its overall product as a service through business process mapping, automation, and thoughtful change management. This pursuit would begin with a current state evaluation of Mason’s offerings and founding principles before identifying the optimal path forward, and Guidehouse will do so while simultaneously remaining true to Mason’s soul and mission, remaining All Together Different. Inclusive of former university faculty and personnel, our SMEs are intimately familiar with working in between legacy educational institutions and new organizational structures, and understand the complexities involved with transforming the higher education ecosystem. Our goal is to manipulate business requirements analysis, technology architecture mapping, automation, program management and quality assurance services to provide Mason with a solution engineered for academia. Aligning key stakeholders on the project vision and the current-state complexities is integral to defining a roadmap for change (Figure 11). To lay the foundation for transformation and business automation projects, we will:

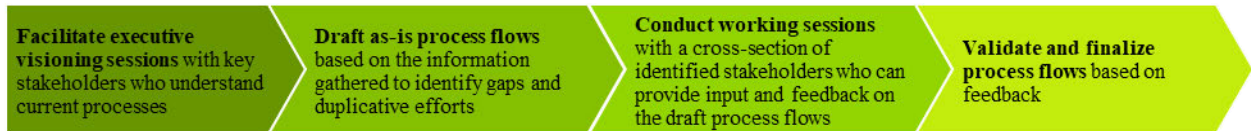


Figure 11. Roadmap For Change

With the knowledge of the salient pain points, opportunities, and leading practices, we will develop a future-state design, including use cases, functional and nonfunctional requirements, and business rules. During this process, we will work closely with Mason to understand previous implementation challenges and provide insights based on our experiences. This stage will be marked by establishing an accelerated but realistic timeline for the business transformation; identifying critical project components and key milestones; noting potential issues, risks, and mitigation strategies; and reviewing and socializing with stakeholders to help ensure mutual agreement.



## 6.0 Legal Information Requested (XIII.B.6.)

### **6.1 *Is Guidehouse and/or your subcontractor currently involved in litigation with any party?***

We are a party to a variety of legal proceedings and inquiries that arise in the normal course of our business. While the results of these legal proceedings cannot be predicted with certainty, we believe that the final outcome of these proceedings will not have a material adverse effect, individually or in the aggregate, on our results of operations or financial condition.

### **6.2 *List any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to Guidehouse or any subcontractor in the last three years.***

We are a party to a variety of legal proceedings and inquiries that arise in the normal course of our business. While the results of these legal proceedings cannot be predicted with certainty, we believe that the final outcome of these proceedings will not have a material adverse effect, individually or in the aggregate, on our results of operations or financial condition.

### **6.3 *List all lawsuits that involved Guidehouse or any subcontractor in the last three years.***

We are a party to a variety of legal proceedings and inquiries that arise in the normal course of our business. While the results of these legal proceedings cannot be predicted with certainty, we believe that the final outcome of these proceedings will not have a material adverse effect, individually or in the aggregate, on our results of operations or financial condition.

### **6.4 *In the past 10 years has Guidehouse's name changed? If so, provide a reason for the change.***

Guidehouse Inc. has merged with Navigant Consulting and Grant Thornton Public Sector with the Guidehouse name surviving. Guidehouse, which has a legacy dating back over a hundred years as a part of PricewaterCoopers Public Sector business. The Guidehouse name dates back to 2018, when Guidehouse (formerly PWC Public Sector) was formed.



## 7.0 Appendices

### 7.1 Appendix A: Exceptions to Contract Templates

Submission of this proposal is not an indication of Guidehouse's willingness to be bound by all of the terms presented in the George Mason University (the "GMU") Request for Proposal for Academic and Business Consulting Services (the "RFP"). This proposal in response to the GMU's RFP does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory vendor contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.

Given our past history of successfully negotiating mutually agreeable terms with Similar State and Local Governments, we do not anticipate any difficulty in reaching a contractual agreement that will enable us to provide the professional services which you are requesting, while protecting the interests of both parties. Guidehouse kindly requests the following modifications to comply with our internal contracting policies:

#### SOLICITATION GENERAL TERMS AND CONDITIONS:

TESTING AND INSPECTION: ~~George Mason University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Receipt of a deliverable occurs when the deliverable is provided to George Mason University. Receipt of services is deemed to occur when George Mason University receives an invoice from Contractor for those services. Absent written notification of non-acceptance from George Mason University within five (5) business days of receipt, deliverables and services will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such deliverable or service has been deemed unacceptable. If the notice of non-acceptance is not sufficiently detailed to allow Contractor to determine why such deliverable or service is unacceptable, Contractor may request in writing that George Mason University provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such deliverable or service by the George Mason University. Within fifteen (15) days of receipt of George Mason University notice, Contractor shall, at its option, either correct the problems in such deliverable or service or present George Mason University with a plan to fix such problems within a reasonable period of time under the circumstances. The deliverable or service shall be deemed accepted by George Mason University after comments have been incorporated and the deliverable or service re-submitted. Acceptance by George Mason University shall not be unreasonably withheld.~~

### 7.1.1 Attachment B – Sample Contract

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

AUDIT: The Contractor shall retain all ~~books, records, and other documents~~ time sheets and expense reports relative to this Contract for ~~five (5)~~ three (3) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall, upon thirty (30) days written notice, have full access to and the right to examine any of said materials during said period and during normal business hours.

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.

#### 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 commercially 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.

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.

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, pandemic, epidemic, 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.

~~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.~~

INDEMNIFICATION: Contractor agrees to indemnify, ~~defend and hold harmless~~ Mason, the Commonwealth of Virginia, its officers, agents, and employees from third-party any claims, damages and actions ~~of any kind or nature, whether at law or in equity, directly~~ arising from ~~or caused by the~~ grossly negligent use or willful misconduct 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.~~

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 \$2,000,000 in the aggregate; 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.

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. ~~Within forty-eight (48) hours 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.~~

Limitation on Liability. Notwithstanding the terms of any other provision, the total liability of Contractor and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Contractor under the applicable SOW in the preceding 12 months. Neither Contractor nor Mason shall in any event be liable for any indirect, consequential or punitive damages, even if Contractor or Mason have been advised of the possibility of such damages.

## 7.1.2 Attachment C – Data Security Addendum

### ATTACHMENT C: DATA SECURITY ADDENDUM

#### 2. Data Security

- 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.

#### 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 reasonable 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. The University may submit to the Selected Firm/Vendor additional security questions regarding the controls and security measures in place, 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 or equivalent security attestation 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 upon written request~~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.



