



Purchasing Department
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Fairfax, Va. 22030
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<http://fiscal.gmu.edu/purchasing>

STANDARD CONTRACT GMU-1827-23-05

This Contract entered on this 20th day of February 2023 (Effective Date) by Accenture, LLP hereinafter called “Contractor” (located at 800 North Glebe Rd., Suite 700, Arlington, VA 22203) 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. Rates may be increased 6% each contract renewal year. This price schedule represents the complete pricing agreement between the parties. No additional contractor charges, markups, reimbursements or fees of any type permitted.

Senior Leadership and Transformation Advisor:	<u>\$430.00</u>
Subject Matter Expert:	<u>\$395.00</u>
Program Manager:	<u>\$420.00</u>
Consultant:	<u>\$280.00</u>
Analyst:	<u>\$205.00</u>
Administrative Support:	<u>\$50.00</u>

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

- IV. **CONTRACT ADMINISTRATION:** Mason will assign an individual to shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- V. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason’s Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VI. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed Contract;
 - B. Data Security Addendum (attached);
 - C. Contractor’s Best and Final Offer dated 2/6/23 (attached);
 - D. RFP No. GMU-1827-23 (attached);
 - E. Contractor’s proposal dated 10/26/22 (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 five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

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

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

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

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

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be

divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

- O. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. **CONTINUITY OF SERVICES:**
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

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

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The

Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

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

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

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

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

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

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

EE. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except

for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases will not exceed 6% and are effective 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.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business,

administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:

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

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

Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with

Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

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

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

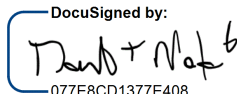
QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party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

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

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

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

Accenture, LLP

DocuSigned by:

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Signature

David Metnick


Name:

Title: Managing Director

Date: 2/22/2023

Date:

George Mason University

DocuSigned by:

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Signature

James Russell

Name:

Title: Purchasing Director

Date: 2/22/2023

Date:

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 Accenture, LLP dated 2/20/23. It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Security Breach

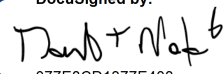
- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data, including but not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

5. Audits

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

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

Contractor

DocuSigned by:

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Signature

David Metnick

Name:

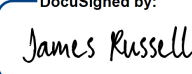
Managing Director

Title:

2/22/2023

Date:

George Mason University

DocuSigned by:

 2E61E096C77E4DC...

Signature

James Russell

Name:

Purchasing Director

Title:

2/22/2023

Date:

From: [Metnick, David T.](#)
To: [Davena Reynolds](#)
Cc: [James Russell](#)
Subject: RE: RFP GMU-1827-23 Academic and Business Consulting Services - Response Requested
Date: Monday, February 6, 2023 11:15:04 AM
Attachments: [image001.jpg](#)

Good morning,

Accenture is committed to helping George Mason University execute its envisioned projects in an efficient and cost-effective manner. Below you will find our updated pricing proposal to reflect this commitment. Accenture would work collaboratively with GMU to align and refine the pricing structure below to ensure we bring the right skills, resources and team based on GMU's desired scope of work, requirements and timeline. We appreciate your consideration and hope to continue to serve as a partner to George Mason University in the future.

Role	Avg. Years of Experience	Max Rates per Hour
Senior Leadership & Transformation Advisor	10-25+ years	\$430
Subject Matter Expert	15-35+ years	\$395
Program Manager	6-12 years	\$420
Consultant	4-8 years	\$280
Analyst	2-5 years	\$205
Administrative Support	1-4 years	\$50
Average Team Hourly Rate		\$296

Thank you,
David



David T. Metnick
Managing Director, Health & Public Service
O: 703.947.4072 | M: 202.904.7527

From: Davena Reynolds <dreyno3@gmu.edu>
Sent: Wednesday, February 1, 2023 2:26 PM
To: Davena Reynolds <dreyno3@gmu.edu>
Cc: James Russell <jrussell@gmu.edu>; Davena Reynolds <dreyno3@gmu.edu>
Subject: [External] RFP GMU-1827-23 Academic and Business Consulting Services - Response Requested

This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Good afternoon,

Thank you for your efforts thus far in our RFP process.

At this time we would like to request your best and final offer (BAFO).

As an agency of the Commonwealth of Virginia, we are greatly challenged with delivering high quality services to faculty, staff and students while under difficult budget constraints. So without sacrificing the quality of the services offered in your proposal we respectfully ask if there might be an opportunity for a reduction in your proposed hourly rates? Any assistance you could provide in this area would be greatly appreciated.

Please respond at your earliest convenience but no later than 5:00 PM EST on Monday, February 6, 2023.

-

Thank you,

Davena C. Reynolds, VCO
Senior Buyer | Purchasing
George Mason University
DIRECT (703)-993-6552
MAIN (703) 993-2580; FAX (703) 993-2589
dreyno3@gmu.edu | <https://fiscal.gmu.edu/purchasing/>

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www.accenture.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

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

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

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

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

opportunities/2. Proposal Presentation:

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

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

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

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

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

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

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

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

Total Points Available:

100

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

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

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

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

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

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

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

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

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

XVIII. RFP SCHEDULE (Subject to Change):

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



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

during said period.

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

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

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

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

pre-authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name

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). 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: _____

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

Accenture LLP Response for George Mason University

Submitted to:

George Mason University

Davena Reynolds, Senior Buyer

James F Russell, Director

dreyno3@gmu.edu

jrussell@gmu.edu

4400 University Drive, Fairfax, VA 22030

Submitted by:

Accenture, LLP.

David Metnick – Managing Director

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800 North Glebe Road, Suite 700,

Arlington, VA 22203

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The Accenture logo, featuring a stylized greater-than sign (>) above the word "accenture" in a lowercase, sans-serif font.



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



REQUEST FOR PROPOSALS GMU-1827-23

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: Accenture LLP

Date: 10/25/2022

DBA: Accenture

Address: 800 North Glebe Road, Suite 700

Arlington, VA 22203

By: David T Metnick
Signature

FEI/FIN No. 72-0542904

Name: David Metnick

Fax No. (703) 947-2200

Title: Managing Director

Email: David.t.metnick@accenture.com

Telephone No. 202-904-7527

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

SWaM Certification Number: _____

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

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Executive Summary

October 25, 2022

Davena Reynolds

James F Russell

Purchasing Department, George Mason University

To whom it may concern,

We are pleased to respond to George Mason University's Academic and Business Consulting Services RFP (GMU-1827-23). Mason's goal to be the "university of choice for every resident of the Commonwealth who seeks a degree or to grow a business" encapsulates the important role Mason plays in our local communities and the Commonwealth as a whole. Mason has stressed the importance of being diverse and inclusive, responsive, nimble, and relevant for life to continue to serve as an exemplary institution. We are proud to have partnered with Mason in the past and applaud the University's focus and commitment to "access to excellence" and providing the next generation of leaders with high quality, inclusive and affordable education.

Mason desires to explore innovative solutions in areas including (but limited to) student success, sustainability, DEI, and research to continue to support its mission and strategic plan. Accenture brings a comprehensive portfolio of services to partner with George Mason University throughout this journey. We will employ innovation-led, agile approaches to efficiently arrive at the areas of highest benefit for Mason and ensure we are focused on impactful and sustainable solutions. We are the best partner because:

1. **We're Committed to George Mason University:** Through our strategic projects, campus recruiting efforts, and extensive volunteer work with Mason, we understand the University's current challenges and aspirations for the future. We are equipped to serve you and hit the ground running as a trusted partner—a partner with your interests in mind, that can tell you the "hard truths", bring public sector and private sector leading practices, and sit shoulder to shoulder with you to ensure the success of any program. Most importantly, with 800+ Mason alumni currently employed at Accenture, we are passionate about George Mason and its people.
2. **We'll Bring You Cross-Industry Insights and Capabilities:** We provide transformational services across 40+ industries to help organizations transform and create sustainable value. With 400+ education clients and 700+ education practitioners, we also bring deep education industry experience. Behind our education practice sits the power of Accenture's functional practitioners and cross-industry offerings that have been tailored to and made relevant for education. Our strength comes from our ability to bring both deep education capabilities and private sector insights and experience to any engagement. Coupled with our leading alliance partnerships (150+), including Microsoft, IBM, Google, and Amazon Web Services, this range of experience gives Mason access to market leading capabilities and ecosystem partnership opportunities.
3. **We're Serious About Your Innovation:** We know that innovation is infused at Mason is at every level especially with its students. We have seen firsthand how innovative Mason students are through our sponsored Hackathon events and during the Accelerate 2022 Investor and Startup Business Competition. At Accenture, we've invested \$1B+ in the last five years in deepening and scaling our innovation capabilities, which range from small business incubation to rapid prototyping to a global network of hundreds of R&D labs, hubs, and centers. We're serious about making investments that keep our clients ahead of disruption and have acquired 100+ leading design thinking, IoT, blockchain, cloud, cyber, analytics, research and training companies in the last four years, alone, to do so. We're regularly taking the pulse of higher education leaders, students, faculty, and staff on topics ranging from the student experience across

modalities and academic levels, the lifelong learner market, faculty and staff retention, infrastructure and sustainability demands, and pressurized funding. We've brought some of these insights to Mason already (for example, we contributed to cybersecurity curriculum development). As a partner on your innovative ventures, we'll continue to bring these insights and capabilities, along with an expert team which understands how to design and deliver an innovation ecosystem.

4. **We Care About What You Care About:** Accenture is also committed to being a force for good in our local communities especially when it comes to equipping Virginia residents from diverse backgrounds with the skills, employment opportunities and experiences to thrive.
- **Commitment to Diversity, Equity and Inclusion (DEI):** Like Mason, Accenture takes DEI seriously, not just for our clients, but also for our own people. Accenture has earned a top spot on Refinitiv Index of World's Most Diverse and Inclusive Companies consecutively for the past six years, and this May, we were recognized as number one on DiversityInc's 2022 Top 50 Companies for Diversity list and were welcomed into DiversityInc's hall of fame. Accenture has not stopped at creating a more inclusive workforce for ourselves—we view our progress as a responsibility to share the lessons learned, methods and tools regarding DEI and apply them with our clients and partners, and to walk with them at every step of the journey.
 - **Deep existing knowledge of and active leadership in the skills and skilling ecosystem:** We see the impact that Mason is having on the Commonwealth of Virginia with successful initiatives like the ADVANCE program with Northern Virginia Community College and the commitment to upskilling and micro-credentialing. We are deeply embedded in the skills and skilling ecosystem as well. Our investments in the following areas demonstrate this commitment: thought leadership (recently partnered with Harvard Business School on Hidden Workers, a potential skills-matching and training program), active partnerships with the Business Higher Education Form, SkyHive, BurningGlass, and other leading skills/skilling partners, and lastly the skilling work we sell to and deliver with our clients. We recently helped a client develop a new skills line of business which will include skills diagnostics, talent matching, and skills progression – all powered by platform technologies. Our own internal programs also demonstrate this commitment. Through our global Skills to Succeed initiative, we have equipped more than 5.8 million people worldwide with the skills to make substantive improvements in their lives.

As Accenture's lead for our higher education and public sector clients in Virginia and across this region, you have my commitment that our project team will help Mason deliver the outcomes that you need and expect. Should you have any questions or require additional information, please contact me at david.t.metnick@accenture.com or (703) 947-4072. We would be honored to continue to serve Mason and expand our partnership with you to focus on preparing for and engaging in innovative ventures outlined in this proposal.

Sincerely,



David Metnick

Managing Director
Accenture LLP | Health & Public Service

Proposal Organization

Table 1 can be used to navigate to the areas of expertise outlined in the RFP. We have grouped similar areas of expertise to streamline the proposal and abide by the indicated page limit.

Response Section	RFP Area(s) of Expertise Covered
General Firm Background	<ul style="list-style-type: none"> Demonstrated unique and proprietary knowledge regarding private for profit/not-for profit companies/universities serving the university market
Approach: Our Data Analysis Capabilities	<ul style="list-style-type: none"> Higher education benchmarking and data analysis Market analysis / market demand analysis
Approach: Our Assessment and Implementation Capabilities	<ul style="list-style-type: none"> Organizational and operational assessments and improvements Business process mapping, automation and change management consulting
Approach: Our DEI Commitment and Capabilities	<ul style="list-style-type: none"> Extensive experience in developing and growing DEI initiatives in higher education
Approach: Our Finance Experience	<ul style="list-style-type: none"> Financial analysis and budget planning
Approach: Our New Ventures (i.e., Functions, Initiatives, or Partnerships) Experience	<ul style="list-style-type: none"> Higher education strategy and facilitation of new partnerships Setting up business functions at a university Business and financial modeling Strategic communication and change management of new initiatives or joint ventures
References and engagements	<ul style="list-style-type: none"> Agility and reach – ability to assemble a relevant team of education experts quickly, strong network Significant work with us public and international universities including accreditation or research <p>Note: Section not included in 20 page limit per Q&A provided</p>

Table 1: Accenture Proposal Organization

General Firm Background

Accenture at a Glance

Accenture is a leading global professional services company, providing a broad range of services and solutions in strategy, consulting, digital, technology and operations. As the world's largest independent technology services provider, we are agnostic about technology but have clear viewpoints about what is most appropriate for a client's particular challenge. Combining unmatched experience and specialized skills across industries, we offer Strategy and Consulting, Interactive, Technology, and Operations services all powered by the world's largest network of Advanced Technology and Intelligent Operations centers. Together with 185 alliance partners and 721,000 employees (including more than 10,000 based in Northern Virginia), we drive continuous innovation across our business from shaping new digital strategies to enabling liquid and agile ways of working to running and automating digital processes. outlines the depth and breadth of Accenture's capabilities.

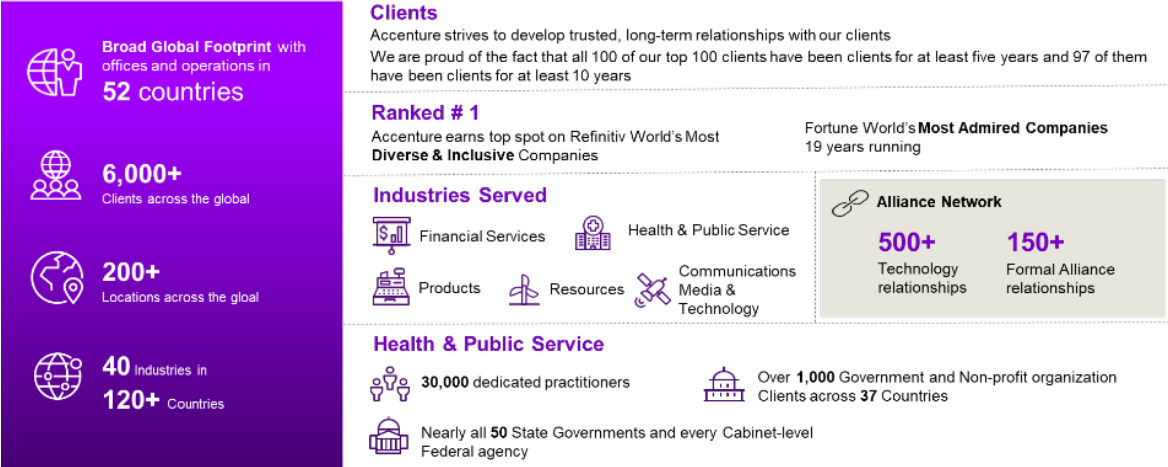


Figure 1: Our experience across sectors provides Mason access to lessons learned, best practices, and talent.

We applaud Mason’s commitment to engaging in innovative ventures that will support the mission and the strategic plan of the University and the citizens of the Commonwealth of Virginia. At Accenture, we take innovation seriously too. We are increasingly leading all engagements with dynamic, creative solutions to help clients imagine and invent their own futures. With our Accenture Innovation Architecture, we can combine capabilities across the company to develop and deliver disruptive innovations for our clients - and scale them quickly. For example, *Accenture Labs* incubates and prototypes new concepts through applied R&D projects that are expected to have an impact on clients’ businesses. We have seven labs around the world – one of which is in Washington, D.C. A summary of our innovation capabilities are highlighted in **Figure 2** below.

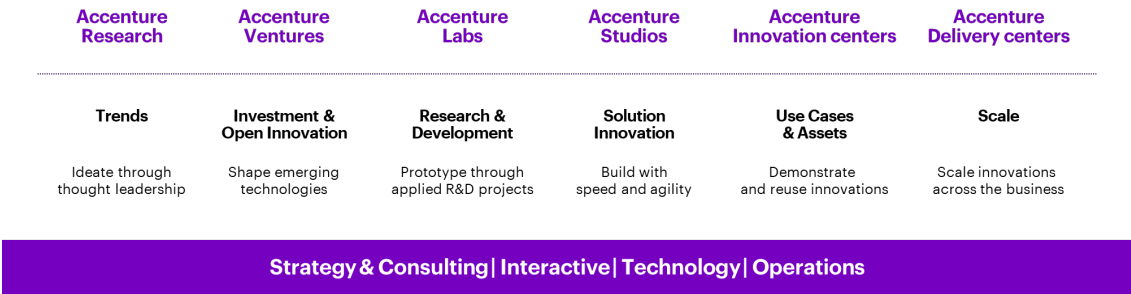


Figure 2: Our approach is innovation-led, outcome-driven, and informed by data.

Because Accenture’s experience spans industries and clients, including private companies, public organizations, and government institutions, we can be a true partner in Mason’s endeavor to engage in new partnerships that benefit the university community, the Commonwealth’s residents, and beyond.

Our Higher Education Experience

RFP Area(s) of Expertise Covered

- Demonstrated unique and proprietary knowledge regarding private for profit/not-for profit companies/universities serving the university market

With 400+ clients served by 700+ practitioners, our Education practice partners with a wide range of institutions. Behind our education practice sits the power of Accenture's deep functional practitioners and cross-industry offerings that have been tailored to and made relevant for education. We help our clients fulfill their educational and research missions in a financially and operationally sustainable manner. We have education-specific capabilities, approaches, and experience that we will bring to GMU during this partnership.



Figure 3: An illustrative sample of our higher education clients

Our education practice is a unique blend of practitioners who, prior to joining Accenture, have worked for education institutions, even walked the same halls as you. Given the unique perspectives our team brings combined with robust research capabilities, we regularly publish thought leadership articles and release higher education research findings on [Accenture.com](https://www.accenture.com). One of the many ways we bring innovation to our clients is identifying trends and solutions through data-driven research and expert perspectives. One example is our annual [Technology Vision report](#) which shares perspectives on how technology trends impact industries, including Higher Education, and how these organizations can prepare for the future.





We also frequently present our research findings and host panel discussions at education industry conferences including EDUCAUSE, HEUG Alliance, and NACUBO to name a few. In addition, we have helped our clients incubate and launch new institutes, new courses or offerings, new capabilities and even new companies that serve the education market.

Our Commitment to George Mason University

Our breadth is global, but our commitment is local. Virginia is where we work, live, serve, and recruit. More than 10,000 of our people call our Arlington, VA office home, including many of our senior leadership, including our global Chief Executive Officer, Julie Sweet, our global Chief Financial Officer, KC McClure, and our US-South Senior Managing Director, Marty Rodgers. Additionally, Accenture is active in the local ecosystem and takes part in local convening groups including Greater Washington Board of Trade, Northern Virginia Tech Council, and Northern Virginia Chamber of Commerce.

Our local commitment includes our ongoing partnership with Mason leaders and students. We have 600 alumni in our federal practice alone and continue to actively recruit on campus. Accenture has worked with Mason on multiple strategic projects, including engaging with students and alumni, and on exploring innovation together. We understand the University's current challenges and aspirations for the future and are well equipped to serve you as a trusted partner. Most importantly, we are passionate about George Mason University and its mission to "be the best university for the world."

Commitment to the GMU community

 GMU entrepreneurship advisory council <ul style="list-style-type: none"> ✓ To empower students by exposing them to real-world challenges and problem-solving opportunities, David Metnick has served on the board since 2017 	 Cybersecurity curriculum development <ul style="list-style-type: none"> ✓ Contributed to cybersecurity curriculum development with the goal of being an organic partner with Mason in the Cyber Innovation Series
 George Mason Hackathon event <ul style="list-style-type: none"> ✓ Gathering of 300+ students; Accenture sponsored two "hacks" on Student Success Analytics and Virtual Reality 	 Accelerate 2022 investor and startup business competition <ul style="list-style-type: none"> ✓ Hosted Northern Virginia innovation competition where 20+ GMU student teams presented social startup ideas to investors

Sampling of Accenture engagements with GMU





 Executive dashboard 2020 <ul style="list-style-type: none"> ✓ Developed a dashboard prototype that provides a unified perspective on finance, enrollment and other operations data for senior leaders ✓ Hosted a user-centric design thinking session with a diverse set of stakeholders to explore the benefits of data and data visualizations 	 IT software rationalization 2021 <ul style="list-style-type: none"> ✓ Built inventory of academic software within decentralized units to make recommendations for a set of academic and learning applications to be supported centrally by ITS ✓ Developed a software rationalization process to intake and evaluate opportunities to scale software 	 COA process redesign 2021 <ul style="list-style-type: none"> ✓ Address the lack of clear and comprehensive documentation of as-is business processes related to the chart of accounts ✓ Inventory and document the processes' business need, steps, stakeholders, interaction points, inputs, outputs, and underlying tools. 	 Other projects <ul style="list-style-type: none"> ✓ Tier 3 Project Support (2021) ✓ SVP Strategic Planning Retreats (2021) ✓ IT Faculty Survey (2019)
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Figure 4: Our Commitment to George Mason University

Our Approach

Methodology and Tools

We have worked on thousands of engagements with numerous universities and public sector entities that span the services being responded to in this RFP. We have included our detailed, focus area specific approach and tools in the specific sections for the categories that fall squarely within our expertise. Categories wherein we have limited experience are absent.

In any engagement, Accenture brings experience founded on lessons learned leveraging tried and true methods and frameworks from our work in higher education. These methods and frameworks enable us to hit the ground running and ensures that every engagement is purpose-driven, people-first, and co-created with our clients.

FORM Consulting Methodology

Our approach for this engagement will use our proprietary consulting methodology, FORM, which is a five-phased approach that encompasses the full lifecycle of program priority setting, redesign, and implementation: 1. Discover, 2. Describe, 3. Co-Create, 4. Scale and 5. Sustain. This approach allows us to unlock trapped value, uncover opportunities for improvement, and unleash innovation. It brings a keen focus on value creation and insights driven by data, always putting organizational outcomes and the human experience at the heart which accelerates buy-in, increases ownership, and maximizes the commitment to change.



Figure 5: Our FORM approach provides a simple framework to structure complex projects

We tailor our FORM approach for each engagement, but there are certain consistent guiding principles that permeate all our consulting work:

- **Purpose-driven:** In our experience, organizations produce exactly the results they are designed to produce. If we want different results, we need to start with a different design.
- **People-first:** Instead of designing solutions based solely on benchmarks, processes, and boxes, we design experiences and solutions that start with the student, alumni, staff and faculty experience and desired outcomes.
- **Co-creation:** We work collaboratively with clients as co-creators of designs / solutions and implementation, not simply as reviewers of deliverables. Our approach is inclusive, interactive, iterative and agile.

While our FORM approach spans industries and project types, we know that higher education organizations' needs are unique.

An Overview of Select Higher Education Assets and Tools

In addition to our FORM methodology, we have developed several higher education-specific assets and tools that we can deploy to any of the focus areas outlined in this RFP. In this section, we will spotlight three of our most utilized assets that will help our team hit the ground running and effectively and efficiently uncover insights and recommendations for Mason. Our Logical Operating Model (LOM), Business Process Model (BPM) Toolkit, and Transformation GPS asset allow us to quickly ground in a common understanding around Mason's academic and business model, capabilities and processes. The LOM helps to inform in-scope activities and guide conversations about where and how work is done throughout the university, while our BPM tool maps processes, assesses capability maturity, and benchmarks performance. Our Transformation GPS asset helps measure and track the employee experience throughout any change program.

- **Higher Education Logical Operating Model:**

Serves as the basis for understanding what work is being done at universities and how work activities are organized across the institution. The LOM is comprised of seven levels – each one going into greater detail on the process. Our LOM enables us to quickly develop a framework for any engagement and ensures that we have addressed all potential in-scope capabilities and activities. The LOM is continuously updated with the latest higher education-specific innovations to ensure that it reflects the most up to date activities occurring across institutions.

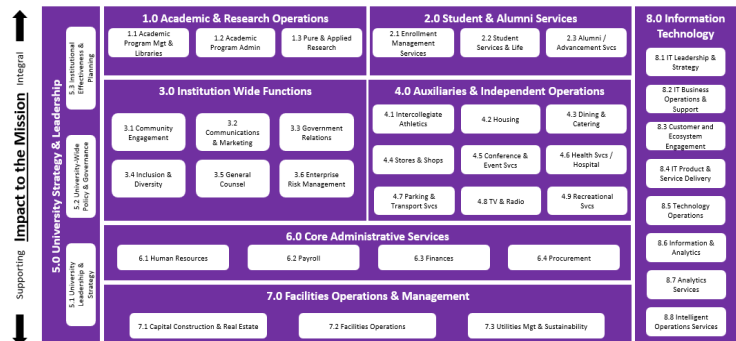


Figure 6: Level 1 of 7 of our Education Logical Operating Model

- **Visual Process Discovery (VPD) Tool:** Accenture can quickly capture and visualize detailed current state processes for high-volume employee executed processes by utilizing the VPD tool. The VPD tool works by recording employee' computer-based activities, then analyzing recordings across the team to identify common process execution workflows, variations, and durations. Using this tool allows us to gain detailed, exhaustive, fact-based process insights while also analyzing automation opportunities.
- **Accenture Business Transformation Methods:** Accenture has developed a full lifecycle methodology that includes certain tools and templates to support efficiency, tracking, and reporting across Business Transformation engagements. The tool includes topics such as: PMO and Governance Frameworks, Key Decisions, Business Process Transformation Methods, Operating Model Project Methods, Benefits Realization, and Organizational Change Management for Business Transformation.

- Business Process Model (BPM) Toolkit:** Figure 7 illustrates the BPM toolset, which includes process maps, capability maturity frameworks, sample surveys and performance benchmarks enables us to streamline qualitative and quantitative feedback capture, benchmarking, and summary reporting. One of our key BPM tools is the **Capability Assessment Model (CAM)** which surveys to provide qualitative assessments of practices within each process, describing the different levels of maturity of business processes, ranging from basic to advanced and from leading to emerging. The CAM survey assesses current state practices against leading practices and asks stakeholders to identify their desired future state to we can use our methodology to fill in the gaps.

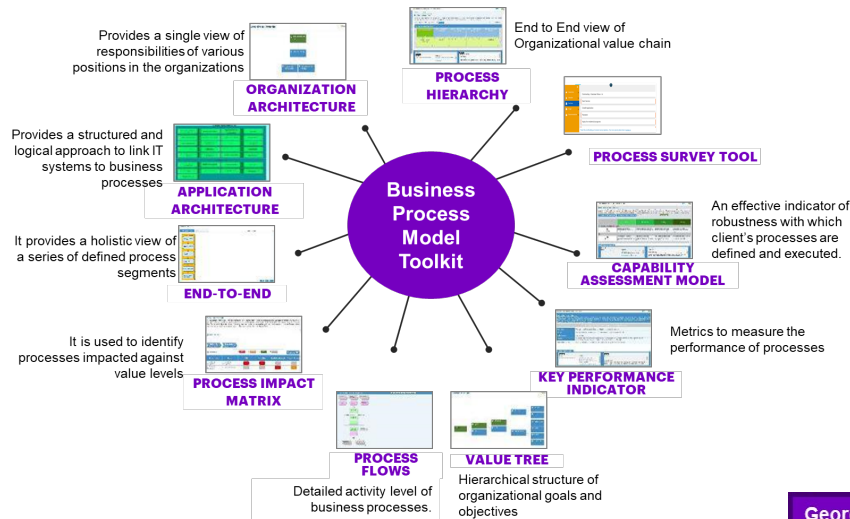


Figure 7: Our Business Process Model (BPM) Toolkit

- Design Thinking Workshops:** Design Thinking is about designing for change by starting with the user in mind, not the solution. Our Design Thinking Workshops are human centered, collaborative, and playful. Workshops enable a tangible representation for sharing and early feedback and promote continuous learning through iterative rounds of testing and feedback to help us learn, refine, and improve what we're working on. Our Design Thinking toolkit offers an extensive catalog of interactive activities for any phase of any engagement.
- Transformation GPS (TGPS) Asset:** Another tested and proven tool we use throughout higher education engagements to inform and map change management journeys is our patented, analytics-based toolset, Transformation GPS (TGPS). TGPS surveys and benchmarks employee experiences during a transformation program, helping leaders predict potential outcomes, provide insights into actionable steps to support the change journey, build capabilities, set a more successful course for the future, monitor progress, and take corrective action as needed.

Our methodologies and tools combine to create a replicable framework to assess, analyze, co-create, and execute new strategic initiatives. Equipped with these frameworks, our teams deliver strategic, purposeful, innovative, and timely engagements that help our clients achieve their vision and strategic priorities. Additional tools and methodologies will be further outlined in each of the specific areas of extensive expertise below.

George Mason Chart of Accounts

Accenture used the Business Process Model (BPM) tool during the Chart of Accounts project with George Mason. The BPM enabled the project team to quickly align on in-scope processes, ground in a current state understanding, and develop process maps.

George Mason Finance Dashboard

Accenture used our Design Thinking toolkit to develop Mason's Executive Dashboard prototype. Through an all-day interactive workshop, Accenture co-created with stakeholders to align on the data elements, user access, and design of the dashboard.

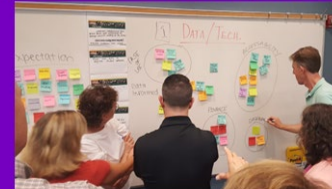


Figure 8: Design Thinking Workshop with George Mason



Figure 9: TGPS highlights where each area of the organization is on the change journey

Data Analysis Capabilities

RFP Area(s) of Expertise Covered

- Higher education benchmarking and data analysis
- Market analysis / market demand analysis

Overview

Our longstanding and varied experience serving higher education institutions informs our perspective of this market's unique challenges and opportunities. We understand the importance of data-informed decision-making and have embedded proprietary, data-led methodologies and tools into all our engagements including operational or performance assessments, market analysis, and strategy development. Our benchmarking and value targeting capability enables us to quantify and compare services and performance against leading practices and perform in-depth market scans to quickly uncover insights. **Figure 10** provides a non-exhaustive list of client questions that Accenture has been able to address using our comprehensive and data-driven methodologies.

- How do our programs and offerings compare to those of market competitors? Where are we over or under invested?
- How do our internal capabilities compare to leading practice and where are we leading vs. lagging?
- What is the appropriate operational staffing given our size and maturity?
- How might we partner with private or public organizations to achieve our strategic goals?
- Where are we over or under invested?
- What is the fair market value of specific services we provide?
- What does the lifelong learner market look like and how might we differentiate ourselves in the market?

Figure 10: Questions that have been answered using Accenture's benchmarking and data analysis practices

Accenture has access to different types of market and benchmarking data including cross industry benchmarks, higher education benchmarks, and internal data sets. Our industry data sets include (but are not limited to) operational costs, structures and FTEs, performance KPIs and market share, penetration, and success. We leverage self-service reports, scenario modeling tools, predictive analytic models, and benchmarking advisors to round out our analysis.

Sample capabilities and tools include:

1. **Accenture Benchmarking Services:** An internal data repository of blinded benchmarking data and KPIs across marketing, finance, IT, procurement, and HR (see Figure below).

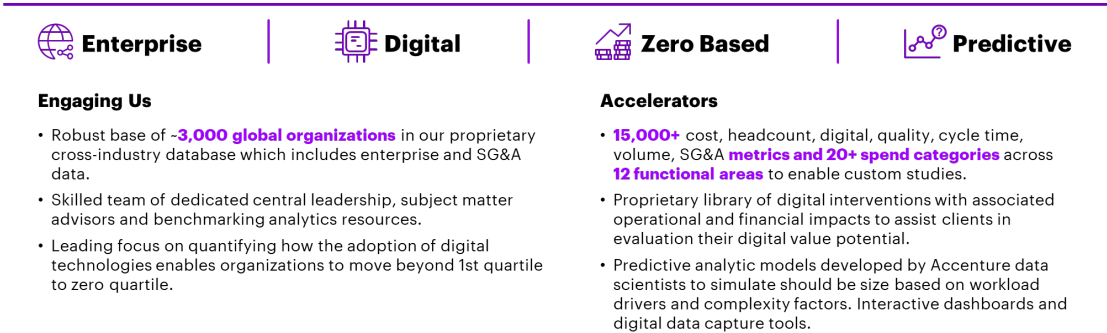
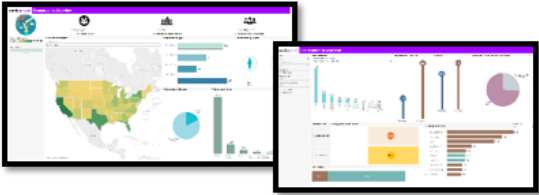


Figure 11: Accenture's Benchmarking Services enables teams to quickly drill down into data sets and pinpoint the right areas of opportunity

2. **Higher Education Dashboard:** Our higher education dashboard leverages publicly available and licensed data to drive insights into trends across the sector, also allowing us to benchmark individual institutions against their peers.
3. **Accenture Research:** Accenture Research identifies important trends in higher education through independent research on network maps. For example, in 2021 we surveyed 6,500+ post-secondary US learners aged 16-65+. The research ([Lifelong Learners Market Study](#)) surfaced six distinct segments of learners who are clustered based on learning mindsets, goals and emotions



rather than demographic factors, such as age or type of institution. We identified several key findings that could be applicable to Mason's future strategic ventures including how satisfaction among non-traditional learner segments continues to lag that of campus-based segments, even with COVID-19 disruptions to campus life.

Our Approach

Our market assessments marry external market research and benchmarking data with internal data, information, and stakeholder perspectives to create a common fact-base surrounding the current state of the market, emerging trends, and potential opportunities. These assessments can be constrained to a particular area (e.g. program portfolio assessment) or target student population (e.g. opportunities to grow life-long learners). Our data analysis capabilities differentiate us by helping pinpoint the right areas of opportunity. No matter what the key question(s) driving the engagement are – we will work with you to:

- Validate, refine and break-down key academic and/or business question(s) to ensure that we are being as comprehensive and focused as possible.
- Establish a tailored peer set based on market size, organization or function, industry mix, and geography. We will start with those organizations most similar to Mason and then potentially expand to other relevant peers (e.g., aspirational organizations or organizations in similar industries) to make the peer set larger.
- If applicable, collect and clean relevant internal Mason data (e.g., spend, FTEs, spans, layers, performance) to come up with the true size and cost of the organization or function to ensure accuracy.
- Apply layers of benchmarking and market analysis using the appropriate approach. Different approaches could include a top-down approach (e.g., identifies the areas with the most opportunity compared to the peer set), bottom-up approach (e.g., identifies the sub-areas with the most opportunities) or an activity-based approach (e.g., continues to narrow down and benchmark specific activities and processes).
- Generate data-driven hypotheses through analytics and quickly test and validate these hypotheses with you and your teams. We have tools that enable us to screen opportunities by level of benefit and effort and enable Mason to focus on the highest priority areas. Our approach is iterative and collaborative.
- Synthesize findings into concrete, actionable recommendations, and next steps. This includes quantifying the costs and benefits of opportunities to help you articulate the case for change and return on investment.

Case Studies

1. **Market Size, Leaders and Growth Potential:** When the McCombs School of Business at [UT Austin](#) sought to build an independent analytics institute, they chose Accenture to facilitate for our “capabilities and proven track record of turning insights into revenue-generating businesses”. Accenture supported the development of the [Business of Sports Institute](#) by conducting a competitive market analysis to determine market size, market leaders, and growth potential, developing and facilitating “North Star” Visioning workshop to build an operating model, objectives, and key results, collaboratively creating a marketing plan and launch strategy, and partnering with executive leadership to develop a governance framework.
2. **Fair Market Value of Specific Services:** A Higher Education IT Service Provider organization engaged Accenture to do a thorough analysis of its information technology services to understand the financial value of the services it provides and how it compares to other IT vendors and higher education IT departments in terms of revenue, costs and personnel.
3. **Empathy Scan for R1 Institution:** Our data analysis capabilities also include tools that help us understand people – e.g., students, faculty, staff, candidates, alumni, community members. An Empathy Scan is a social listening deep dive around key topics related to the customer – helping us to tap into the millions of online conversations to quickly unearth driving themes and give us solid

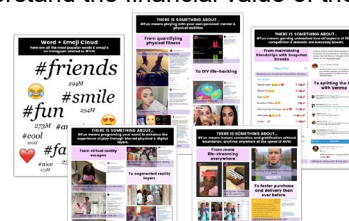


Figure 13: Empathy Scan Sample Deliverables

hypotheses on human problems to solve.

4. **Zero-based Budgeting (ZBB) Analysis:** Below is a sample case study on how we have leveraged our data analysis and benchmarking capabilities on a recent engagement with an R1 Institution (**Figure 14**).

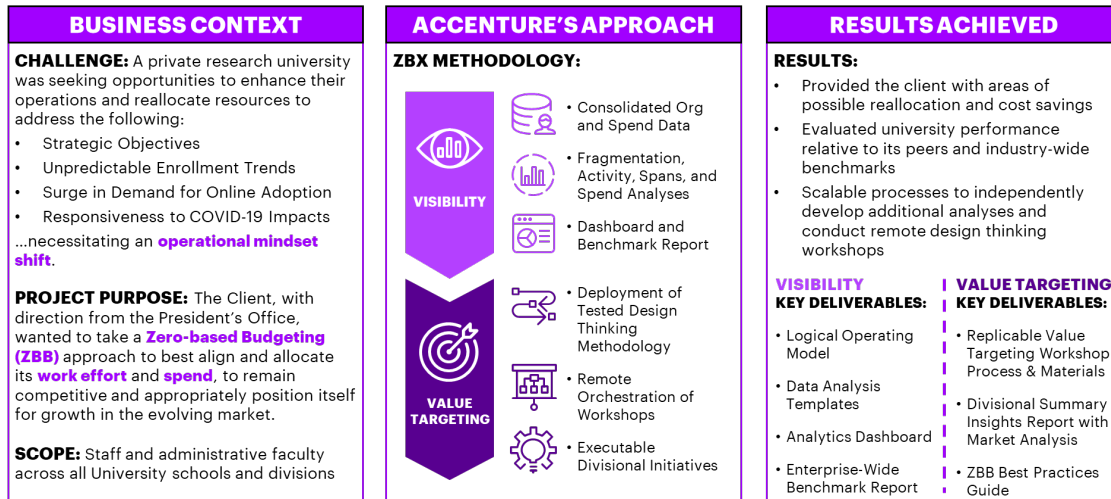


Figure 14: Data Analysis and Benchmarking Case Study

Assessment and Implementation Capabilities

RFP Area(s) of Expertise Covered

- Organizational and operational assessments and improvements
- Business process mapping, automation and change management consulting

Overview

Accenture has extensive experience assessing and implementing new organizational and operational structures and business processes. Our capabilities, methods, and experience help our clients quickly understand and uncover insights about their current state, identify and prioritize opportunities for improvement, and chart the path forward to enhance and evolve capabilities and approaches to processes, service delivery, systems, and ways of working. We take a holistic approach to organizational, operational, and business process improvements to achieve true business process transformation and regularly partner with internal consulting teams like GMU's University Business Consulting group to deliver results.

Based on your desired goals and needs, we provide a range of services from assessments to implementations.

These services can be broad and enterprise-wide or narrow and focused on a specific function, part of the organization, or problem area. Our methodologies, tools, and rigor enable this flexibility and can be applied to any of the sample projects included below.

- Organizational Assessments:** For organizations that have determined a change in organizational structure or people is needed, we work with the teams to understand the future state vision for the organization; assess current state capabilities and maturity; identify the skills, resources, and teams needed; and support the movement of resources throughout the transition. A subset of these assessments focus on assessing the maturity of current practices, policies, and processes used across in-scope functions such as HR, Finance, and Student Services. Armed with the assessment outcomes, we would work with you to determine potential areas to build—or enhance—new capabilities.
- Cost Transformation:** As part of cost transformation, we work with clients to understand spend practices and underlying budget processes. Identifying opportunities for change may also lead to process improvement and organizational planning activities.

- **Business Process Reengineering:** We work with our clients to implement Business Process Reengineering (BPR) solutions with a human-centered approach. Accenture is a leading implementor of Business Process Reengineering (BPR) solutions—we have more than 30 years of experience in BPR, Lean, process management, and process excellence. Our higher education experience paired with our BPR implementation experience will enable the realization of transformational value and push Mason and its vision forward.
- **Automation:** Accenture is recognized as the industry leader in both Vision & Capability and Market Impact in the use of intelligent automation by industry analysts. We have automated more than 80,000 FTEs worth of capacity in business processes supported for our clients. We use a host of intelligent automation solutions – like robotics process automation (RPA); Low-Code workflow platforms; data digitization technologies such as optimal character recognition (OCR); analytics; and AI and cognitive solutions ranging from chat bots to industry specific AI advisors. Our automation capabilities help higher education institutions scale services, better handle seasonal loads, and improve productivity and quality.
- **Change Management:** Accenture works with our higher education clients to provide a holistic change management approach to achieve stakeholder buy-in and adoption. Please refer to [change management programs](#) for our change management approach.

Approach

Our organizational and operational approach focuses on the Discover, Describe and Co-Create components of our FORM methodology (as shown in the overall [approach](#) section). Our approach for these engagements combines insight from Mason stakeholders, along with our proprietary education [Data Analysis](#) tools, benchmarks and thought leadership, to design innovative solutions with Mason. We can tailor our assets to Mason's unique operating environment – balancing moving quickly and sharing leading practice with ensuring that the methods, tools, and insights reflect Mason's needs.

- **Discover Phase:** During this phase, we develop the framework for the assessment leveraging our [Higher Education Logical Operating Model](#) to ensure that we have addressed all potential in-scope capabilities and activities. We focus on qualitative analysis via focus groups and workshops and quantitative data collection via benchmarking and tools like the which includes process maps, capability maturity frameworks, sample surveys and performance benchmarks to streamline feedback capture, benchmarking, and summary reporting.
- **Describe Phase:** During this phase, we build the case for change including developing summary documentation of the current state which may include people/organization, processes / practices, policy, technology / data, and other factors. We build in view of leading practice and industry benchmarks to identify potential improvement areas. Our *Prioritization Framework* enables the team to quickly quantify the benefit and cost of opportunities to inform prioritization and inclusion in the implementation roadmap.
- **Co-Create Phase:** During this phase, we focus on charting the path forward. This may include developing sequenced implementation roadmaps, defining change management mitigation strategies or designing future state outcomes. Future state workshops and subsequent outcomes may be focused on business process, organizational design, roles and responsibilities, and other areas identified for redesign.

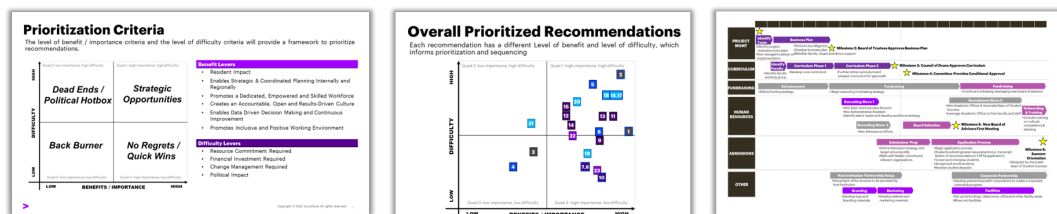


Figure 15: Illustrative Prioritization Framework and Implementation Roadmap to chart the path forward

Client Spotlights

To enable HR to best support the University’s bold plans, **Northeastern University** partnered with Accenture to launch the HR Transformation (HRT) program. In Phase 1, the team assessed current state HR capabilities and maturity compared to leading practices, identified initiatives that tackled current challenges, and built a 3-year roadmap, outlining the plan to implement new processes and systems and successfully manage the change. In Phase 2, the team launched the roadmap including launching a governance model, a new HR Service Center, a new public website and an HR dashboard with key metrics.

The **University of Cincinnati** partnered with Accenture to help them analyze their enrollment processes, with a desire to increase enrollment of admitted students, by eliminating or reducing friction points in the student experience. Accenture worked with students and staff across the University to understand and then redesigned a holistic journey to enrollment, that maximized the student experience at moments that matter to them. Click [here](#) to read the full case study.

Business Process Reengineering

Business process reengineering is more than just making changes to parts of the workflow. It is about understanding the bigger picture and focusing continuously on creating value across the end-to-end process – including the people, process, technology, policy, and data along the way that support each activity. In many cases, Business Process Improvement (how the work gets done) and Organizational Assessment (who does the work and where it gets completed) go hand in hand to drive business transformation. Business process improvement in higher education is essential to optimizing the limited resources available within the institution and enabling a seamless employee and student experience.

Utilizing Accenture’s proprietary education assets, including our [Business Process Model \(BPM\) Toolkit](#) and [Visual Process Discovery \(VPD\) Tool](#), the team will rapidly collect, synthesize, and compare data across the organization to understand and map as-is processes and benchmark against leading practices and peer institutions. The data-driven assessment will enable the identification of opportunity areas to increase efficiency, reduce waste, and scale operations. For each function, the team will host [Design Thinking Workshops](#) to reimagine the future state of that function and co-create opportunities for improvement. Our final step is to integrate all the identified opportunities into a sequenced implementation roadmap that reflects Mason’s priorities and desired pace.

Client Spotlight

In Phase 3 of the **Northeastern HR Transformation**, the team designed and implemented new end-to-end HR and payroll processes and a service delivery model to best deliver high-quality services to faculty, staff and student employees. New end to end processes were supported by the deployment of a Workday HCM/Payroll solution. University-wide communications, training and readiness activities prepared both HR employees and the communities they serve for the new processes and the Workday system.

Automation

As you embark on your business process transformation journey, automation will be important to deliver on transformational value. It is critical to align with a partner that has implemented automation as part of their overall business practices -- not just a firm that “screws in” a set of automation tools. Accenture is uniquely positioned to provide the coaching and insights of our decades of experience in applying automation to every facet of our business. Accenture itself is a heavy consumer of





Rule Based Systems	Predictive Analysis	Machine Learning	Deep Learning
 Specific Rules	 Pattern Driven Outcomes	 Iterative Training of Algorithmic Model with Datasets	 Deep Neural Network, Built on Algorithmic Layers with Semantic Feedback
Assists in resolving structured or unstructured requests mitigating the impact of surges in demand. E.g. Chat BOTs that allow users to change customer profile data through a web or mobile format. BOTs that recognize and resolve repetitive system problems.	Alerts in the increasing inflow trends on business-critical applications based on the historic data. E.g. Monitor the increase of incidents in a business-critical applications and raise an alert when the % of increase in incidents is >10% in past 2 weeks.	Prediction of the incident inflow trend and pattern forecasting any spikes or fluctuating patterns. E.g. Predict that there will be 20% spike in the incident inflow during open enrollment or surges in server capacity requirements as a result of spikes in unemployment.	Proactively prevent the incident from occurrence through monitoring the applications or jobs. E.g. Monitor system & environment performance to identify when system outages will occur and recommend actions or self-correct prior to system shutdown.
BOTs	Virtual Data Scientist	Intelligent Applications	Intelligent Applications

Figure 16: Accenture's automation offerings



automation, from basic RPA functionality through Machine Learning and Artificial Intelligence. We practice “Automation Everywhere” as one of our core delivery principles, from running our own data centers to the IT and Operations services we provide our customers. Our automation offerings, illustrated in **Figure 16**, range from implementing chat bots to answer student and employee questions to developing deep neural networks to automate complex processes.

New Ventures Experience (i.e., Functions, Initiatives, and Partnerships)	
RFP Area(s) of Expertise Covered	
<ul style="list-style-type: none">Higher education strategy and facilitation of new partnershipsSetting up business functions at a university	<ul style="list-style-type: none">Business and financial modelingStrategic communication and change management of new initiatives or joint ventures

Overview

The areas of expertise described in this section are grouped together because while being distinct capabilities that require unique skill sets, they are underpinned by the same best practices, and we will draw from the same tool set required to launch new ventures and initiatives in higher education. In addition, many of these services are complementary of each other, and we frequently deliver a combination of higher education strategy, partnership facilitation, new business function creation, business and financial modeling, and supporting change management services in a single engagement. For example, at [Arrupe College of Loyola University Chicago](#) we developed a new business model, funding analysis, partnering strategy and implementation roadmap for the institution to launch partnerships with new institutions across the country.

When evaluating, designing and executive new ventures, we focus on innovation to ensure continued market relevancy. This often requires leveraging our cross-industry insights and innovation capabilities, which range from small business incubation to rapid prototyping to a global network of hundreds of R&D labs, hubs, and centers. As a partner on your innovative ventures, we’ll bring these insights and capabilities, along with an expert team which understands how to design and deliver an innovation ecosystem.

We understand what it takes to reimagine, design, build, and execute new ventures alongside our education partners. Accenture is regularly forming strategic partnerships and developing new offerings with education institutions. For example, Accenture partnered with the [McCombs School of Business at UT Austin](#) to build an independent analytics institute. With MIT, we established an Alliance in Business Analytics– an applied research collaboration focused on developing new business analytics solutions to help today’s global organizations solve some of their most critical challenges. In 2021, we teamed with Carnegie Mellon University (CMU) to establish a carbon emissions scoring system and certification for green cloud solutions and are currently working on a new cloud training program to upskill Cloud First professionals to help organizations achieve a balance of cloud innovation and green computing practices.

As a firm, Accenture has hundreds of technology partnerships globally, and is the #1 partner of many industry leaders, including SAP, Microsoft, Oracle, Salesforce, Workday, Amazon Web Services, Microsoft Azure, ServiceNow and Google. We also have formal alliances with Adobe, IBM, Pega, Kronos, Infor, Cisco, Mulesoft, RedHat, HP, VMWare, and many other top vendors. We will bring our lessons learned from building our own partnerships as a company to further support Mason’s exploration of building new partnerships.

For any type of new venture engagement with Mason, we will bring a breadth of capabilities and perspectives, from exploring and validating new business models, setting the vision and strategy, experimenting, and incubating new offerings, to supporting new venture launches and scaling. We will also work with Mason around designing and executing new governance models, preparing impacted stakeholders with the skills, knowledge and supporting structures required to operate in new ways, outlining a viable path for implementation, and evaluating the progress. Depending on Mason’s goals, we can leverage methodologies and tools across the spectrum of services or focus



more narrowly on specific areas of interest. Lastly, Accenture's extensive experience with transformation and change, lessons learned, methodology, and certified change practitioners help our clients mitigate risk and realize benefits of new initiatives and joint ventures. We also incorporate methods, practices, and tools from our over 30 years of experience delivering innovative change programs and projects. Our change practitioners fill critical roles on our teams and contribute subject matter expertise during all project phases in combination with our other qualified and skilled team members.

Our Approach

For these types of engagements, we start with human problems and needs, identify the opportunities, evaluate the capabilities and assets available, define the market size, addressability, and business model, facilitate strategic partnerships, then design, built, test, our way to the right solutions and models. We use a thoughtful and tested approach to assess current needs and capabilities, evaluate strategic alignment, co-create a scalable future-state that is data and impact driven, co-facilitate access to necessary funding, and rigorously measure and report on progress.

We believe being data-led and human-centric is critical to the success of new ventures. We leverage our benchmarking and market analysis capabilities to assess market conditions and measure and quantify benefits and risks throughout the engagement. We also utilize design thinking methodology and workshops to ensure we keep the “customer” at the heart of any future state design of new strategies and services or offerings. We bring a host of tools to frameworks to structure these programs and depending on the need can dig into any of the areas outlined in **Figure 18**.

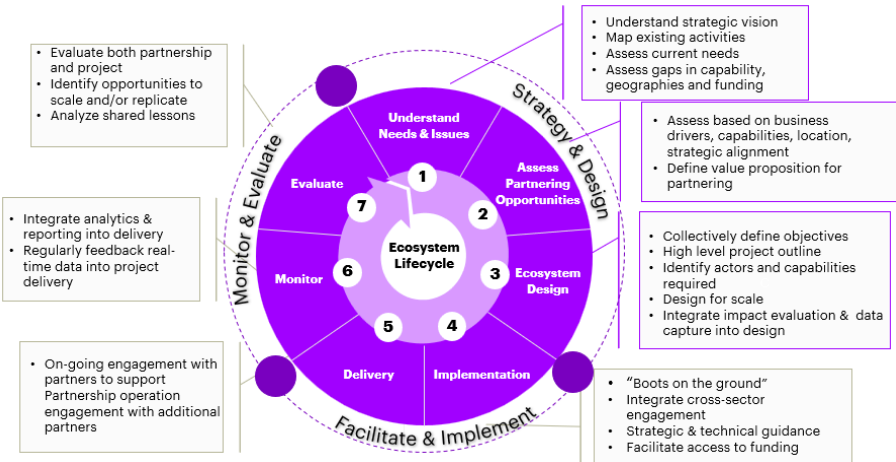


Figure 17: The ecosystem lifecycle provides a framework for mutually beneficial partnerships and joint ventures to flourish.

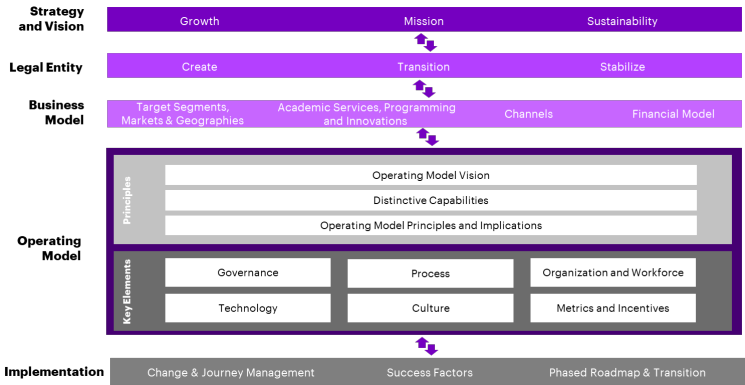


Figure 18: A New Entity Framework can be used to structure a Business Model design and implementation

We embed our governance methodologies and tools throughout the journey to ensure sustainable change. We have developed a full lifecycle methodology that includes to tools and templates to support efficiency, tracking, and reporting across these types of transformative engagements including PMO and governance frameworks, key decisions, business process transformation methods, operating model project methods, benefits realization, and organizational change management for business transformation.

Client Spotlight

We worked with a large public regional institution with nearly 50,000 employees to restructure their HR division and create a new shared-services business function. The transformation required a systematic program of analyses,

iteration, and implementation, with a deep focus on how internal and external pressures affected the new model. We built process maps, organizational charts, and change management plans with the university's unique governance, history, culture, and strategic plan in mind. We successfully implemented the new model in 2020 and it has proved to be a lasting force in streamlining the institution's operations.

Lastly, we employ change management programs to ensure the success of the new initiative, partnership, or venture. Our Change Management program is grounded in the following:

- Focus on the outcomes, not the timeline, to create a clear, shared vision of success with definition of guiding principles and how success will be measured and tracked
- Infuse innovation into proven methods to craft an unparalleled experience for all impacted stakeholders
- Harness our experience to provide a realistic change management approach and hit the ground running

We have experience preparing, managing and reinforcing change from mapping all relevant stakeholders to the desired future state and outcomes and outlining the changes required and the impacts to people, process and technology to tailoring targeted communications and targeted strategies to communicate the case for change and enable what will be required of impacted people to perform in the future context. We have tools that can be leveraged during these programs. For example, [Accenture's Transformation GPS \(TGPS\) Asset](#) provides real-time views of where various stakeholder groups are at any point along the journey and delivers prescriptive recommendations for tangible actions to appropriately engage these stakeholders. Lastly, we also focus on reinforcing outcomes and performance to ensure change is adopted and that Mason and partner organizations are committed to performing the required actions to sustain the change. This includes reassessing performance, activating sustainment strategies, and transitioning responsibilities.

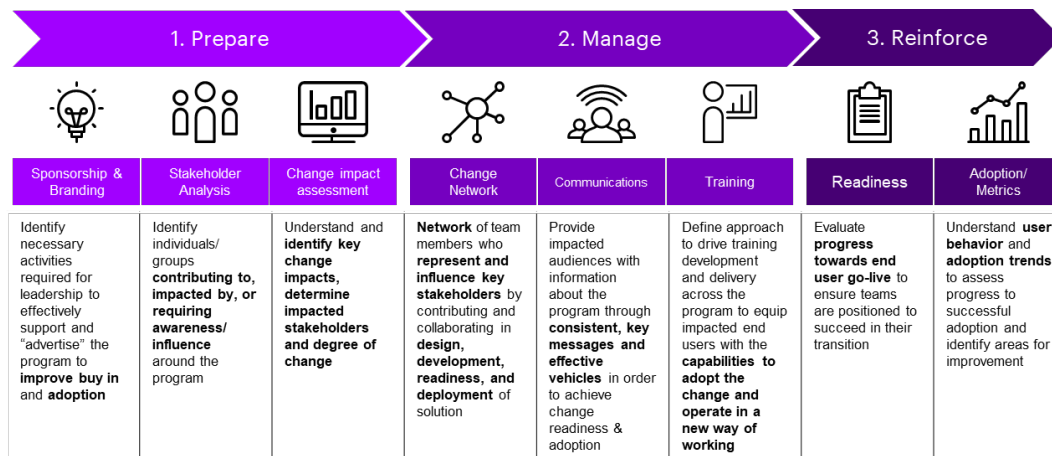


Figure 19: Our change management approach is focused on sustaining change through adoption and reflection

New Venture Change and Communications Management

Perceptions of those most impacted by new initiatives are deeply important. Our Accenture FORM methodology drives how we would help manage the shift in ways of working and sentiment related to new partnership ventures.

- **Discover** – Although we have deep experience managing change at higher education institutions, we would never suggest a generic communications approach for launching a new partnership venture. We always start with due diligence. We conduct interviews, design thinking workshops, and current state assessments as phase 0 in creating a custom plan.
- **Describe** – Next, we reaffirm the new venture's strategic goals and corresponding stakeholder impacts, assess

the tools and channels available, and draft a schedule of potential communication outputs (e.g. town halls, press releases, meeting, email cascade) and milestones needed to address them.

- **Co-Create** – We use knowledge from “Discover” and “Describe” phases, plus our teams’ client experiences, to partner with Mason in creating custom communication timelines, items, and tracking infrastructure with an eye toward building processes that can last long-term. For example, we work across varied stakeholder groups to inform details like content, timing, sender, and method for communications items.
- **Scale** – After collecting the necessary information, affirming the future state vision, and filling in the gaps with communication, training, and readiness plans, we focus on coordinating across stakeholders to create the path needed to secure understanding, support, and adoption needed to build a successful partnership between Mason and their target organization.
- **Sustain** – We design change plans to go beyond supporting individual projects; we structure our deliverables to help build your team’s change capabilities for the future. Our team won’t just do the work – we would include university groups so that they develop new strategies to sustain change long after the project timeline is complete.

DE&I Commitment and Capabilities

RFP Area of Expertise Covered

- Extensive experience in developing and growing DEI initiatives in higher education

Overview

Like President Gregory Washington, we are passionate about DEI, and would be honored to help advance Mason’s vision to become “a national exemplar for antiracism and inclusive excellence.” As a global organization with ~721,000 people and 25+ years of experience in Diversity, Equity, & Inclusion (DEI) Transformation & Integration, Accenture understands the importance of institutional equity as key to promoting productivity, innovation, and collaboration. We earned a top spot on Refinitiv Index of World’s Most Diverse and Inclusive Companies consecutively for the past six years, and we work at the forefront of Diversity, Equity, and Inclusion to remain a leader in the space. This May, we were recognized as number one on DiversityInc’s 2022 Top 50 Companies for Diversity list and were welcomed into DiversityInc’s hall of fame. We view our progress as a responsibility to share the lessons and methods learned regarding DEI and apply them with our clients and partners, and to walk with them at every step of the journey.

Client Spotlights

We recently partnered with **Wayne State’s Office of Diversity & Inclusion** where we supported efforts at improving their framework and outcomes of DEI initiatives across the campus. Additional details about our partnership with Wayne State University are available on their [website](#). Also, we performed a DEI opportunity assessment at **Tufts University**, highlighted in the [References and Engagements](#) section.

Our Approach

For our clients, we have experience enhancing institutional equity for gender, race/ethnicity, disabilities, national origin, veteran status, and more, giving us a holistic view of the multiple characteristics of DEI. We work with our clients to provide end-to-end institutional equity services, from performing equity assessments to defining and implementing DEI strategies with a focus on continuous improvement. Below is a spotlight on some of the work we do with our clients and the tools we leverage for these engagements.

- **Leadership Advisory:** Serve as an advisor to leadership and Board, sharing innovative practices and thought leadership to help shape the DEI ambition and drive the success and sustainability of it.
- **DEI Maturity:** Use a data-led approach to assess DEI maturity by analyzing policies, processes and practices to

uncover gaps and provide the insights needed to inform strategy and develop an action plan.

- **Training and Education:** Drive individual, behavioral and structural change through training, awareness and dialogue designed for inclusion, empathy and belonging and provide support to implement DEI programming such as: unconscious bias training, microaggressions, ally networks and employee-resource groups, well-being and mental health programs and sponsorship, advancement and coaching programs
- **Analytics and Performance:** Establish a DEI analytics capability that enables continuous tracking and measurement against DEI goals and the ability to uncover potential challenges in real-time.

Lastly, we bring a set of tailored tools to any DEI engagement to help us hit the ground running and quickly move from insights to action.

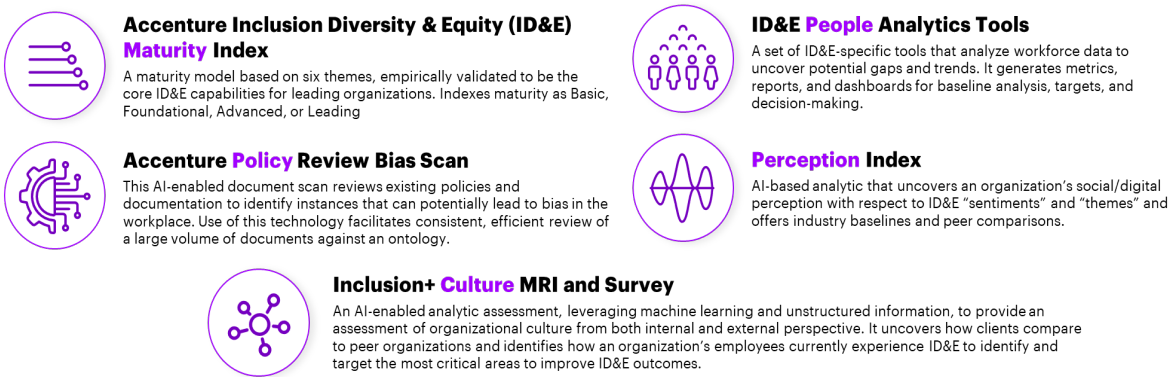


Figure 20: DEI Tools

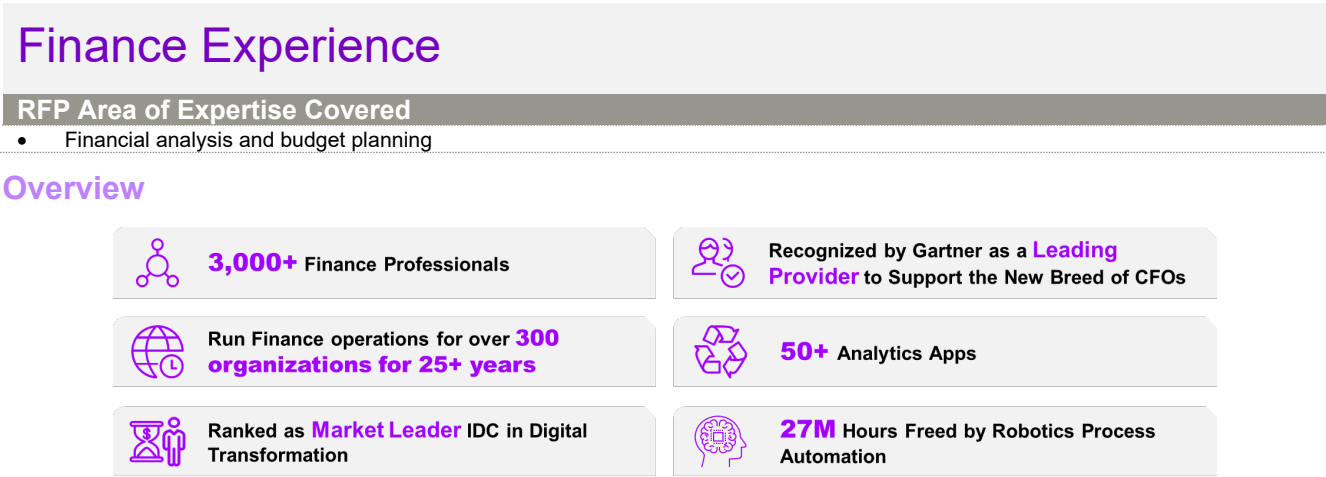
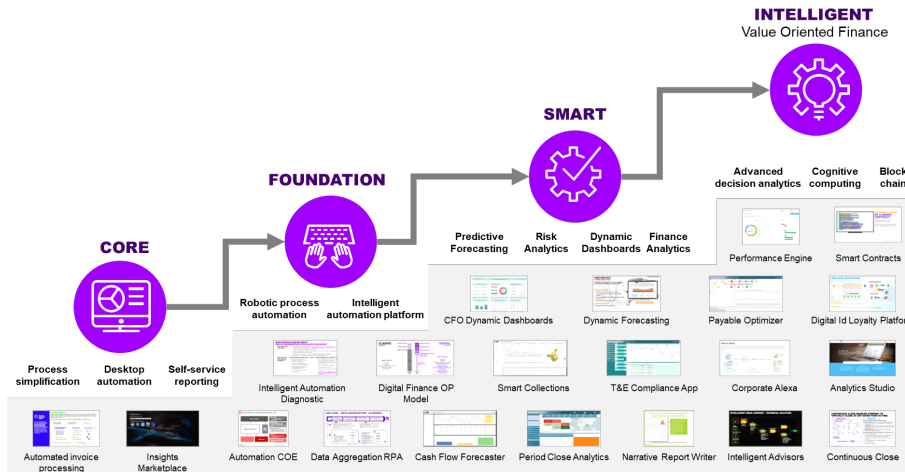


Figure 21: Our 30 years of Finance experience

Like Mason, many of our higher education clients are restructuring operations, utilizing digital technologies to simplify business processes, leveraging advanced analytics to improve student outcomes – all while ensuring students come first. We understand the need to balance achieving new levels of efficiency in administrative operations with enhancing support for academic and research missions. We believe as increased expectations and digital technologies converge, finance and budget will be at the forefront of this radical transformation.

Given Mason's tremendous rate of growth, its Fiscal Service and Budget and Planning Finance must become the heartbeat of a new, digital enterprise. To do so, the future state will need to be informed by digital finance technologies and leading practices that drive standardization, simplification, innovation, and automation. We see finance leaders focusing on opportunities that:

- Eliminate manual processing through process simplification, digitization, [Automation](#) and analytics
- Move from backward-looking reporting to intelligent forecasting that drives real-time and future business decisions
- Reorient the finance organization's mission and capabilities to focus on strategic partnering with customers instead of transactional, low value-added work
- Rethink talent, data, the role of finance, technology and processes in a holistic way



78%

of CFOs are heading up efforts to improve efficiency through adoption of digital technology

- Accenture CFO Reimagined Research

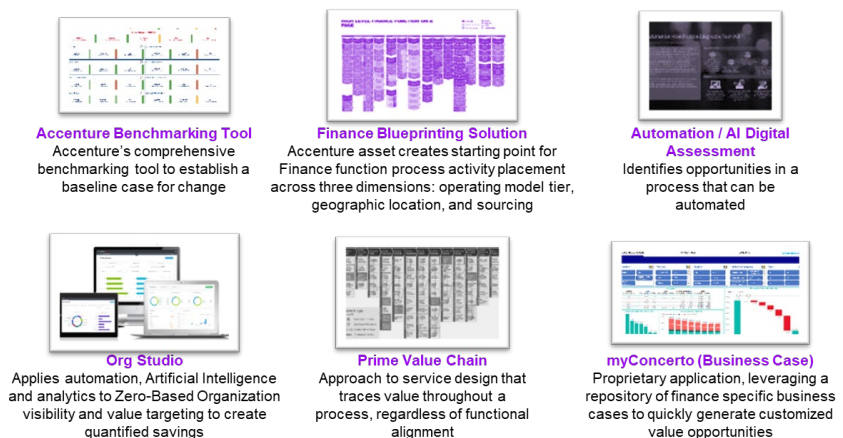
Figure 22: A digitally enabled finance shifts from transactions to outcomes

Our Approach

Accenture's approach to financial analysis and budget planning is grounded in our clients' strategic plans and organizational culture and focused on incentivizing strategic outcomes. We believe that financial analysis and budget planning needs to enable the institution's strategy and institutional innovation, be adaptive to changing institutional pressures, and be simple and transparent. Our strategy-driven approach combines long-term financial strategic planning and the identification of immediate opportunities for cost savings. It incorporates elements of spend assessment, cost cutting, performance management and metric design, and budget process design. Our approach is collaborative and agile, ensuring the analysis and planning process is developed alongside our clients and their stakeholders and allows the institution to understand what operational impacts the budget model decisions may have.

We leverage our benchmarking capabilities, Finance leading practice business processes and design thinking sessions with our Finance experts to move our clients towards more transparent, digitally enabled, strategic, agile and data-drive budget and financial analysis processes that. We know that Mason is engaging in several financial transformations which started with the re-alignment of the chart of accounts and will continue with including an improved Revenue and Cost Allocation Model and Budget

Redesign Project. If the below is duplicative, it can be tailored to the specific needs of Mason in a parallel manner. It is intended to provide an example of select budget and finance transformation capabilities and tools that can be leveraged on any future engagement.



Proposed Fees / Pricing

We understand the challenge of balancing mission-related spending with investing in more effective and efficient operations. We are committed to helping George Mason University execute the envisioned projects in an efficient and cost-effective manner. Estimated third-party advisor costs for future projects can vary widely depending on the depth of insights, design, and implementation desired, as well as level of George Mason University staff participation.

To enhance the flexibility for the organization to envision, design, and procure projects and services, we have presented our average hourly rates in **Table 2**. These rates are valid for one year from contract execution and would increase 6% per annum thereafter. Our preference for payment is *Option #3- Net 30 Payment Terms*. We will enroll in Paymode-X where all payments will be made electronically to the Accenture's bank account. This pricing structure is intended as a starting point for discussion with George Mason University. We would be happy to discuss and adjust our approach to meet the needs of individual departments.

Role	Avg. Years of Experience	Max Rates per Hour
Senior Leadership & Transformation Advisor	10-25+ years	\$450
Subject Matter Expert	15-35+ years	\$395
Program Manager	6-12 years	\$420
Consultant	4-8 years	\$280
Analyst	2-5 years	\$208
Average Team Hourly Rate		\$350

Table 2: Proposed Pricing

Legal Questions

- a. **Are you and/or your subcontractor currently involved in litigation with any party?** Litigation involving every type of professional services firm—including consultants—has become commonplace worldwide over the last three decades. The number of such situations globally in which Accenture is involved in is minuscule in relation to its total number of clients. The ultimate outcome of any pending litigation regarding contract disputes would not have any adverse effect on Accenture's ability to provide the services described in this proposal. A listing of current material litigation can be found in Accenture's 10k filing found at <http://investor.accenture.com/sec-filings>. Accenture would be happy to discuss with the University any specific questions or concerns the University may have in this area.
- 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.** For privilege and confidentiality reasons, it is Accenture's practice not to comment on the existence or nature of any investigatory proceedings, internal investigations, or regulatory agency inspections, other than to the extent such matters are disclosed publicly (see link to Accenture's 10k filing in our response to a.). However, we can confirm that no whistleblowing cases have impacted any of our clients in respect of our business.
- c. **Please list all lawsuits that involved your firm or any subcontractor in the last three years.** For privilege and confidentiality reasons, it is Accenture's practice not to comment on the existence or nature of any investigatory proceedings, internal investigations, or regulatory agency inspections, other than to the extent such matters are disclosed publicly. However, we can confirm that no whistleblowing cases have impacted any of our clients in respect of our business.
- d. **In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.** No, the firm's name has not changed.

References and Engagements

References Demonstrating Significant Work

RFP Area(s) of Expertise Covered

Significant work with us public and international universities including accreditation or research. Note: Based on the Q&A released, this section does not count towards the 20 page limit

We are deeply committed to helping our clients create impactful and sustainable change. **Table 3** displays the services we are addressing in our proposal along with sample clients where we have delivered those services, including George Mason University. Later in this section, we include detailed client references.

Focus area	Our Clients (in alphabetical order, not exhaustive)	
Higher Education Benchmarking Analysis	<ul style="list-style-type: none"> • Arrupe College of Loyola University Chicago • University of Central Florida • Emory University • Indiana University • Inter-University Council of Ohio 	<ul style="list-style-type: none"> • North Carolina Community College System Office • The Ohio State University • Virginia Community College System • Yale University
Financial analysis and budget planning	<ul style="list-style-type: none"> • Arrupe College of Loyola University Chicago • Case Western Reserve University • Emory University 	<ul style="list-style-type: none"> • George Mason University • HelioCampus • Laureate Education
Setting up business functions at a university, such as billing for insurance	<ul style="list-style-type: none"> • HelioCampus • Indiana University • Inter-University Council of Ohio • Laureate Education 	<ul style="list-style-type: none"> • University of Michigan • University of Mass. System • The Ohio State University • Yale University
Organizational and operational assessments and improvements	<ul style="list-style-type: none"> • Arrupe College of Loyola University Chicago • George Mason University • Georgia Institute of Technology • Northeastern University 	<ul style="list-style-type: none"> • The Ohio State University • University of Tennessee System • Virginia Community College System • University of Virginia • Yale University
Higher education strategy and facilitation of new partnerships	<ul style="list-style-type: none"> • HelioCampus • Large Community College System • Online Education Venture 	<ul style="list-style-type: none"> • R1 Public University (Southern region) • Stonehill College
Strategic communication and change management of new initiatives or joint ventures	<ul style="list-style-type: none"> • Laureate Education • New York University • Northeastern University • The Ohio State University 	<ul style="list-style-type: none"> • Penn State University • University of Texas, Austin • Tufts University
Business and financial modeling	<ul style="list-style-type: none"> • Arrupe College of Loyola University Chicago • Bowling Green State University • University of California System • Case Western Reserve University 	<ul style="list-style-type: none"> • Gerogia Institute of Technology • HelioCampus • The Ohio State University • University of Texas, Austin • University of Virginia
Market analysis/Market demand analysis	<ul style="list-style-type: none"> • Arrupe College of Loyola University Chicago • HelioCampus 	<ul style="list-style-type: none"> • R1 University in the South • University of Texas, Austin

Focus area	Our Clients (in alphabetical order, not exhaustive)	
Significant work with US public and international universities including accreditation or research	<ul style="list-style-type: none"> 80+ R1 institutions served. Research highlights include: <ul style="list-style-type: none"> Improving efficiency of grants management via targeting specific tasks for robotic process automation Advising on grants procurement and management related to ERP implementation preparation and executing tangential advisory services Launching the MIT and Accenture Convergence Initiative 	
Demonstrated unique and proprietary knowledge regarding the university market	See the Our Higher Education Experience section where we outline our capabilities in this area	
Extensive experience in developing and growing DEI initiatives in higher education	<ul style="list-style-type: none"> Tufts University Wayne State 	<ul style="list-style-type: none"> Recruiting partnerships with 15 HBCUs including Howard University, Spellman University, & Prairieview A&M
Agility and reach – ability to assemble a relevant team of education experts quickly	See Evidence of Ability to Assemble a Team section where we outline our capabilities in this area	
Business process mapping, automation and change management consulting	<ul style="list-style-type: none"> University of California System Georgia Institute of Technology George Mason University University of Mass. System University of Miami University of Michigan New York University Nevada System of Higher Education 	<ul style="list-style-type: none"> Northeastern University The Ohio State University Penn State University University of South Carolina University of Tennessee System University of Texas – Austin Virginia Community College System University of Virginia University of Wisconsin System

Table 3: Sample Clients where we have delivered relevant services

We are proud to include the following client references where we have delivered similar services as those requested in this RFP. In many instances, we delivered multiple services requested in this RFP at a single client and have noted those cases in the following summaries.

University of Tennessee System

The UT system tapped Accenture to accomplish their goal of operating more efficiently and effectively by optimizing and automating business processes and enabling continuous innovation to drive business agility and success. Accenture performed a business process review and redesign in anticipation of selecting and implementing a new ERP. We engaged ~300 stakeholders in reviewing 24 process and 159 subprocess areas in Finance, Human Resources, and Payroll through ~77 working sessions. We conducted a current state assessment, grounded in leading practices in Higher Ed and other industries, identified future state needs, and developed a future state vision.

Contact: Tammy Lemon, ERP Project Manager

tlemon@TENNESSEE.EDU

Dollar Value: Please request from client contact

Period of Performance: Apr – Aug 2021

Areas of expertise employed:

- Organizational and operational assessments and improvements
- Business process mapping, automation and change management consulting

Arrupe College of Loyola University Chicago

Accenture implemented a three-pillar approach to understand Arrupe College's current model and its external marketplace. To understand and define the current model, the team hosted interviews and workshops, analyzed enrollment and financial data, and reviewed reports and publications. To assess the market, the team applied fit criteria developed with the client to assess potential target schools. To prepare the launch, the team developed a comprehensive business model, funding analysis and implementation roadmap for launch. Accenture helped Arrupe College finalize a business plan and determine next steps required to enable the launch to new colleges across the country, including an implementation roadmap built upon an optimal business model for target schools driven from detailed initiatives, partnerships, and financial governance.

Contact: Father Steve Katsouros,
SJ (Society of Jesuits).
skatsouros@ctbnetwork.org
(917) 392-4317 (mobile)

Dollar Value: Please request from client contact

Period of Performance: April – May 2019

Areas of expertise employed:

- Higher Education Benchmarking Analysis
- Financial analysis and budget planning
- Organizational and operational assessments and improvements
- Business and Financial Modeling
- Market Analysis and Assessment

Tufts University

Tufts partnered with Accenture to identify structural racism that may exist within processes, policies, and procedures for all schools and units of the university and recommend specific actions to address those areas of opportunity. We conducted focus groups, utilized our Inclusion and Diversity Perception Index to complete peer analysis of 15 schools/universities, analyzed data to identify inequities, and leveraged our Policy Analysis tool to review 453 policies for bias. Through these efforts, Tufts and Accenture developed a strategic plan that outlines the vision, strategic priorities, and a synthesized list of actions for the university that addresses the areas of opportunity identified in the assessment.

Contact: Kim Ryan,
VP Human Resources.
Kim.Ryan@tufts.edu
(617) 627-3271

Dollar Value: Please request from client contact

Period of Performance: Nov 2020 – Feb 2021

Areas of expertise employed:

- Extensive experience in developing and growing DEI initiatives in higher education
- Strategic communication and change management of new initiatives or joint ventures

Evidence of Ability to Assemble a Team

RFP Area(s) of Expertise Covered

- Agility and reach – ability to assemble a relevant team of education experts quickly; strong network

With 700+ practitioners, and experience serving 400+ education clients, we are uniquely poised to build a team of seasoned specialists in academic and business consulting for Mason. Our practice is enriched by members bringing

direct work experience in higher education, including those who have served in key leadership roles such as Chief Financial Officers, budget directors, Chief Human Resource Officers, and more. Below is a list of education practitioners who are committed to supporting Mason for the work outlined in this RFP. We have included top focus areas for each individual to illustrate full coverage of your needs outlined.



Samantha Fisher

Samantha is a Managing Director leading Accenture's North America Education Practice. She has 20+ years of experience in management and strategy consulting, including on projects with 50+ education institutions. Her areas of focus include strategic planning, innovation, financial health assessment and institutional transformation.

Top Areas of Focus

- New Ventures / Partnerships
- Benchmarking & Analysis
- Higher Ed Strategy
- Market Analysis
- Business & Financial Modeling



David Metnick

David is a Managing Director leading the Health and Public Service practice for D.C., Maryland, and Virginia. He has served as Executive Sponsor & Relationship Manager for all part projects and volunteer initiatives with George Mason University and currently serves on Mason's Advisory Committee for Entrepreneurship and Innovation. In addition to leading Accenture's Education and Public Sector business in Virginia, he led the North America Education Management Consulting Practice.

Top Areas of Focus

- Benchmarking & Analysis
- Higher Ed Strategy Organizational & Operational Assessments
- New Functions



Anahi Einhorn

Anahi is a Senior Manager in Accenture's North American Education Practice and has 10+ years of experience partnering with higher education leaders to identify strategies and roadmaps that improve organizational and operational effectiveness and efficiency. She brings extensive experience leading assessments and designing and facilitating strategy workshops with C-level executives. Anahi has worked with multiple R1 institutions on business process improvement and organizational assessment and growth strategies.

Top Areas of Focus

- Organizational & Operational Assessments
- Business & Financial Modeling
- Business Process Reengineering
- Change Management



Jeremiah Peterson

Jeremiah is a Senior Manager in the Accenture's Health and Public Service Practice and primarily serves education institutions, systems, and state agencies. Prior to joining Accenture, Jeremiah worked with education clients as a strategy consultant and led digital education partnerships.

Jeremiah has supported 15+ education clients across diverse efforts including strategic planning, enrollment growth strategy, budget model assessment, operating model design, digital education strategy and operations, education policy design, and merger support.

Top Areas of Focus

- Higher Ed Strategy
- Benchmarking & Analysis
- New Ventures
- Market Analysis
- Business & Financial Modeling



Ben Keene

Ben is a Senior Manager in Accenture's North American Education Practice and has 10+ years experience working on large scale IT and business transformation projects. Ben is experienced in managing complex projects and helping clients successfully transform their business while minimizing disruption and guiding change in their organization. He brings extensive experience in financial analysis and budget planning, program management, and research administration.

Top Areas of Focus

- Financial Analysis & Data Analysis
- Business & Financial Modeling
- Benchmarking & Analysis
- Business Process Reengineering



Nahomie Louis

Nahomie is a Senior Manager in the Accenture's Talent and Organization Practice and has extensive experience in driving enterprise-level transformation for education clients. She focuses on using innovation and leading practices to change the culture of organizations by helping them become more diverse, inclusive, and equitable; understanding the implications of technology on their workforce; and helping them become more agile to respond to the changing dynamic of the world.

Top Areas of Focus

- Diversity, Equity & Inclusion
- Business & Financial Modeling
- Benchmarking & Analysis
- Change Management



Jessica Roy

Jessica is a Managing Director in Accenture's North American Education Practice and has 13+ years of experience delivering value to public sector clients and higher education institutions through HR modernization, business process reengineering, design thinking, organizational design, and operational assessments. She brings a unique understanding of the complexities of the education environment, coupled with proven success in implementations of new service delivery models, functions and end-to-end business process design.

Top Areas of Focus

- New Business Functions
- Higher Ed Strategy
- Business Process Reengineering
- Diversity, Equity & Inclusion
- Change Management



Scott Fry

Scott is a Senior Manager in Accenture's North American Education Practice and has worked with clients to focus on enrollment management, student lifecycle management, student success, pricing and financial aid design, financial modeling, educational leadership, business process design, and program implementation. Scott brings a dynamic view as a former classroom teacher, school leader, university lecturer, and education-focused strategy consultant.

Top Areas of Focus

- Business Process Reengineering
- Business and Financial Modeling
- Market Analysis



Megan Kirk

Megan is a Manager in Accenture's North American Education Practice and has 10+ years of experience in Higher Education HR, nine of which were at George Mason University with her last role as HR Operations manager. She has experience serving as a functional analyst and operations advisor for various HR systems/processes, developing functional requirements and process flows for process improvements, implementing HR technology and process change, and consulting in HR Administration and Workforce Planning.

Top Areas of Focus

- Business Process Reengineering
- Change Management
- New Business Functions



Shelagh Diederich

Shelagh is a Manager in Accenture's North American Education Practice and has 8+ years of experience in change management, student success, business process design, and technology implementation. She has worked with 20+ different higher education institutions with a specific focus on public regional universities. Her experience includes helping universities launch new online programs and partnering Provosts, program deans, and other academic leaders to implement student success analytics and case management technology.

Top Areas of Focus

- Change Management
- Business Process Reengineering
- Higher Ed Strategy
- Market Analysis



Rohail Premjee

Rohail is a Consultant with Accenture's North American Education Practice. Prior to joining Accenture, he served in a variety of roles at Dartmouth College, University of Chicago, and the Aga Khan University. At Dartmouth, he supported the President's Office on re-imagining the student experience and then partnered with their new Dean of Student Life to build out the newly designed office. At Aga Khan University, Rohail provided stakeholder support to CFO, CIO, and CHRO and led a range of operational effectiveness projects (IT system upgrades, HR business process transformation, and vendor procurement assessments).

Top Areas of Focus

- Market Analysis
- Organizational / Operational Assessments
- Benchmarking & Analysis

APPENDIX

Addenda and Attachments

Accenture has completed the following required documents which can be found at the end of this proposal. Legal questions have been added to the body of the technical proposal as requested/outlined in the Q and A. Our legal team has reviewed **Attachment B and C** and we have no exception requests at this time.

- RFP Addenda 1
- RFP Addenda 2
- RFP Addenda 3
- RFP Addenda 4
- Attachment A - Small Business Subcontracting Plan

Legal Disclaimer

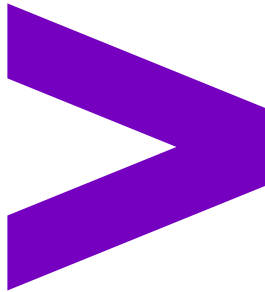
Accenture is pleased to submit this proposal to George Mason University (GMU) and looks forward to discussing it further. The information, material and ideas contained herein are to be used exclusively to evaluate the capabilities of Accenture to provide assistance to GMU. This Proposal is being supplied with the understanding and expectation that GMU will keep it confidential. This proposal is an initial response for informational purposes only, is not meant to constitute a formal offer, acceptance, or contract by Accenture, and is subject to final agreement between the parties. Accenture is discontinuing our business in Russia. All references to scope of services in this document must be interpreted to exclude services delivered from Russia

To the extent applicable, Accenture interprets the following words and phrases used in the Letter and this response in the manner indicated: “maximize”, “optimize”, “optimal” means to improve to a commercially reasonable degree; “minimize” means to reduce to a commercially reasonable degree; “expert” means having experience in a specialized field; “best” means leading or of a high standard; “partner”, “partnerships” does not mean a legal partnership, but rather a collaborative relationship; “right” where used as an adjective means appropriate; and “ensure” and “enable” means to use commercially reasonable efforts to implement. These limitations are not in any way intended to restrict continuing business discussions between George Mason University and Accenture. Accenture, its logo, and Accenture High Performance Delivered are trademarks of Accenture.

Accenture reserves the right to modify its proposed pricing based on completion of due diligence activities, final approval by Accenture management, and Client and Accenture’s agreement on a definitive agreement covering the work associated with this pricing.

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

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

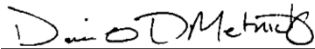
I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

Accenture

NAME OF FIRM

David Metnick

NAME (Print or typed)



SIGNATURE

10/25/2022

DATE



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

RFP ADDENDUM NO. 2:

Date: September 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**
- 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.

Accenture

NAME OF FIRM

David Metnick

NAME (Print or typed)



SIGNATURE

10/25/2022

DATE



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RFP ADDENDUM NO. 3:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

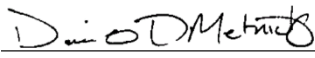
I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

Accenture

NAME OF FIRM

David Metnick

NAME (Print or typed)



SIGNATURE

10/25/2022

DATE



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<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.

Accenture

NAME OF FIRM

David Metnick

NAME (Print or typed)



SIGNATURE

10/25/2022

DATE



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ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Accenture LLP

Preparer Name: David Metnick **Date:** 10/25/2022

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

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

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

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: _____