



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

**STANDARD CONTRACT
 GMU-1827-23-11**

This Contract entered on this 10th of March 2023 (Effective Date) by McKinsey & Company, Inc. Washington D.C., hereinafter called “Contractor” (located at 1200 19th St., NW, Ste 1000, Washington, DC 20036) and George Mason University hereinafter called “Mason,” or “University”.

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

McKinsey Consultants:	<u>\$683.00</u>
The Parnin Group Consultants:	<u>\$215.16</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 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. RFP No. GMU-1827-23 (attached);
 - D. 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, 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 written notice, and the contractor's inability to cure such failure within a minimum of seven (7) business days from receipt of written notification, 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 the Contractor's commercial pricing, terms and conditions applicable at the time of procurement.
- 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 (the "Indemnitees") from any third party claims, damages and actions of any kind or nature, whether at law or in equity, to the extent they are determined by a final, non-appealable order or arbitral award to have resulted from the Contractor's negligent performance of this contract. Except for the Contractor's gross negligence or willful misconduct, the Contractor's liability to the Indemnitees related to this Contract is limited to no more than the total amount of fees paid to the Contractor by Mason under this contract. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.
- 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 included as additional insureds.

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. Upon payment in full of Contractor's fees, Mason will own all reports, work products, goods, products, materials, documents, reports, writings, video images, photographs or papers, and other deliverables prepared for and furnished to Mason by the Contractor in connection with its performance of this Contract (the "Deliverables"), save that the Contractor retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with this Contract (the "Contractor Tools"), it being understood that none of the Contractor Tools will contain Mason's Confidential Information. To the extent the Deliverables include any embedded Contractor Tools, Contractor hereby grants to Mason a nonexclusive, nontransferable, non-sublicensable, worldwide, royalty-free license to use and copy the Contractor Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of Contractor materials and publicity. Mason agrees that, without Contractor's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Contractor Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Contractor Tool or Deliverable. Except for Contractor Tools and unless expressly agreed to the contrary in writing, all Deliverables will not be disclosed to any other person or entity without the written permission of Mason.

2. Work Made for Hire. Upon payment in full of Contractor's fees, Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance of the Contract that are furnished by Contractor to Mason and Mason 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 of this Contract that is furnished by the Contractor to Mason and paid in full by Mason, and the Contractor 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, save that Mason notifies the Contractor in advance and in writing of the applicability of the terms of the grant or contract to such intellectual property.

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, Mason shall issue a written notice specifying the breach to the Contractor and provide a minimum of seven (7) business days for the Contractor to resolve such breach. If the Contractor is unable to resolve the breach within seven (7) business days of receiving written notification from Mason, or such longer time period as mutually agreed upon between the parties. Mason may terminate this Contract, in addition to any other rights or remedies.
- HH. **RENEWAL OF CONTRACT**: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
- II. **REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES**: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- JJ. **RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA**: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. **SEVERABILITY**: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. 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. Promptly 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 reasonably 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 reviews of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such reviews by making its Director of IT Security or person of comparable knowledge and position available to Mason to provide all information reasonably necessary to demonstrate compliance with its data processing obligations and the foregoing shall apply in full satisfaction of any Mason audit or inspection rights of the Contractor, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law. 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, subject to Section GG of 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 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.

McKinsey & Company, Inc. Washington D.C.

Signature

Todd Wintner

Name: _____

Title: Partner

Date: 3/9/2023

George Mason University

Signed by:

Signature

James Russell

Name: _____

Title: Purchasing Director

Date: 3/9/2023

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

This Addendum supplements the above-referenced Contract between the University and McKinsey & Company, Inc. Washington D.C. (the “Selected Firm/Vendor”) dated 3/10/24. 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 sensitive 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 under the contract.

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 the U.S. State Department's Debarred Parties list.

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 for all costs incurred by the University in investigation and remediation of selected firm/vendor's Security Breach of Sensitive University Data, including but not limited to the University 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 security 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 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: i) security audit, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan 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, 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 summary of audit results and penetration 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 request its independent auditor to perform additional remote audits and tests, the summary of results of which will be provided promptly to the University upon request.
- 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 of all subservice provider(s) directly relevant to the Contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually upon the University's request. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

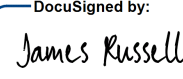
IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

McKinsey & Company, Inc. Washington D.C.

DocuSigned by:

 E03E4007A49E45A...

Signature

Name: Todd WintnerTitle: PartnerDate: 3/9/2023**George Mason University**

DocuSigned by:

 2F61E096C77E4DC...

Signature

Name: James RussellTitle: Purchasing DirectorDate: 3/9/2023



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

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

opportunities/2. Proposal Presentation:

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

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

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

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

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

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

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

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

Total Points Available:

100

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

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

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

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

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

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

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

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

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

XVIII. RFP SCHEDULE (Subject to Change):

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



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

during said period.

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

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

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

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

pre-authorization.

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

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

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. **Employee Background Checks and Qualifications**

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

4. **Security Breach**

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

5. **Audits**

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

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

Selected Firm/Vendor

George Mason University

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____

McKinsey
& Company

**George Mason University (GMU)
Academic & Business Consulting
Services
Proposal Response**

October 26, 2022

RFP Number: RFP 1827-23

**Submitted to:
George Mason University (GMU)
Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
703.993.2580**

This proposal is the property of McKinsey & Company, Inc. Washington D.C. ("McKinsey") and must not be disclosed outside the Government or be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If a contract is awarded to McKinsey as a result of, or in connection with, the submission of this proposal, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract and subject to the limitations of Virginia's Freedom of Information Act. This proposal contains information that is exempt from disclosure under Virginia Freedom of Information Act (Va. Code § 2.2-3700 et seq.), the Virginia Uniform Trade Secrets Act (Va. Code § 59.1-336 et seq.), and the Virginia Public Procurement Act (Va. Code § 2.2-4342D). Accordingly, no portion of this proposal should be released without consulting McKinsey. This proposal is contingent on the Parties reaching mutually agreeable terms and conditions and upon acceptance of any limitations described herein.

George Mason University

RFP #1827-23 (Academic and Business Consulting Services)

October 26, 2022

Page 1

Summary Page – Trade Secrets And Proprietary Information¹

<u>Information to be protected</u>	<u>Section(s)/page number(s)</u>	<u>Why protection is necessary</u>
Cellphone, email, signature	Cover letter	VFOIA § 2.2-3705.1(10) (Personal)
Client references	Table of Contents, i	VFOIA § 2.2-3705.6(10) (Proprietary)
Signature	Table of Contents, iv	VFOIA § 2.2-3705.1(10) (Personal)
Signature	Table of contents, v	VFOIA § 2.2-3705.1(10) (Personal)
Signature	Table of contents, vi	VFOIA § 2.2-3705.1(10) (Personal)
Signature	Table of contents, vii	VFOIA § 2.2-3705.1(10) (Personal)
Signature	Table of contents, viii	VFOIA § 2.2-3705.1(10) (Personal)
Client references, proprietary tools and assets	Section 2.0, pages 1-2	VFOIA § 2.2-3705.6(10) (Proprietary)
Client references, examples, and team configuration	Section 4.0, page 6	VFOIA § 2.2-3705.6(10) (Proprietary)
Client references	Section 4.1, page 7-9	VFOIA § 2.2-3705.6(10) (Proprietary)
Team configuration; non-public personal information	Section 4.2, page 10	VFOIA § 2.2-3705.6(10) (Proprietary); VFOIA § 2.2-3705.1(10) (Personal)
Sample work product	Section 5.0, Exhibits 3 & 4	VFOIA § 2.2-3705.6(10) (Proprietary)
Sample deliverable	Section 5.1, Exhibit 4	VFOIA § 2.2-3705.6(10) (Proprietary)
Technical approach	Sections 5.1.1 through 5.1.3, pages 13 through 15	VFOIA § 2.2-3705.6(10) (Proprietary)
Sample work product	Section 5.2.1, Exhibit 7	VFOIA § 2.2-3705.6(10) (Proprietary)
Technical approach	Section 5.2.2, pages 17-18	VFOIA § 2.2-3705.6(10) (Proprietary)
Technical approach	Section 5.2.4, page 20	VFOIA § 2.2-3705.6(10) (Proprietary)
Technical approach	Section 5.2.6, page 21	VFOIA § 2.2-3705.6(10) (Proprietary)
Proposed subcontractor	Sections 6.2 through 7.2, pages 22 through 23	VFOIA § 2.2-3705.6(10) (Proprietary)
Team configuration	Appendix A, pages A-1 through A-20	VFOIA § 2.2-3705.6(10) (Proprietary); VFOIA § 2.2-3705.1(10) (Personal)

¹ McKinsey & Company, Inc. Washington D.C. has identified specific words, figures, or paragraphs that may constitute trade secrets or proprietary information by enclosing those materials in **red** boxes.

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October 26, 2022

Primary Procurement Officer: Davena Reynolds
Secondary Procurement Officer: James F Russell, Director
George Mason University (GMU)
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
703.993.2580

Subject: Academic and Business Consulting Services, RFP #1827-23, and Addendums 1, 2, 3 and 4

Dear Ms. Reynolds and Mr. Russell:

Please find below McKinsey & Company, Inc. Washington D.C.'s (McKinsey)'s response to GMU's Academic and Business Consulting Services, Request for Proposal (RFP) # 1827-23. McKinsey is well suited to supply GMU with consulting services as highlighted in our capabilities listed below:

- We bring extensive experience in higher education in the US and globally
- We have served many similar higher education organizations to GMU
- Our research and publishing are helping to set the agenda for the sector
- We have a full suite of proprietary tools that help us deliver unique insights to our clients
- We have deep functional capabilities across the full range of GMU's needs, honed by decades of work across the public, private, and social sectors
- We bring a stakeholder engagement approach that builds ownership, succeeding in value capture where other approaches fail
- We have deep experience serving the Commonwealth of Virginia in many functional areas

If you have any questions about our proposal response, please do not hesitate to contact me at [REDACTED]@mckinsey.com. For contractual questions, please contact [REDACTED], Contracts Manager, at [REDACTED] or mckinsey_contracts@mckinsey.com. We look forward to the potential to serve GMU's areas of expertise consulting needs.

Sincerely,

[REDACTED]

Todd Wintner, Partner

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i. Cover Page (XIII.B.1.a)



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



REQUEST FOR PROPOSALS GMU-1827-23

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer, 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: McKinsey & Company, Inc. Washington D.C. Date: October 26, 2022

DBA: Not applicable


Address: 1200 19th Street NW, Suite 1000

Washington, DC 20036

FEI/FIN No. 56-2405213

Fax No. (202) 662-3175

Email: mckinsey_contracts@mckinsey.com

By: 
Signature

Name: Todd Wintner

Title: Partner

Telephone No. (202) 662-3120

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

SWaM Certification Number: Not applicable

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.

GMU
Academic & Business Consulting Services

RFP 1827-23
October 26, 2022

1.1 Signed Addendums (XIII.B.1.a)

1.1.1 Addendum 01



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<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.

McKinsey & Company, Inc. Washington D.C.
NAME OF FIRM

Todd Wintner
NAME (Print or typed)

[REDACTED]
SIGNATURE

October 26, 2022
DATE

GMU
Academic & Business Consulting Services

RFP 1827-23
October 26, 2022

1.1.2 Addendum 02



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

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

McKinsey & Company, Inc. Washington D.C.
NAME OF FIRM

Todd Wintner
NAME (Print or typed)

SIGNATURE

October 26, 2022
DATE

GMU
Academic & Business Consulting Services

RFP 1827-23
October 26, 2022

1.1.3 Addendum 03



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

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

McKinsey & Company, Inc. Washington D.C.
NAME OF FIRM

Todd Wintner
NAME (Print or typed)

SIGNATURE

October 26, 2022
DATE

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Academic & Business Consulting Services

RFP 1827-23
October 26, 2022

1.1.4 Addendum 04



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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.

McKinsey & Company, Inc. Washington D.C.
NAME OF FIRM

Todd Wintner
NAME (Print or typed)

A black rectangular box redacting the signature of Todd Wintner.

SIGNATURE

October 26, 2022
DATE

2.0 Executive Summary (XIII.A.2)

McKinsey understands that George Mason University (GMU) is positioning itself to engage in innovative ventures that will support the mission and the strategic plan of the University and the residents of the Commonwealth of Virginia; and that you are looking for consultants to help identify, evaluate, and launch new ventures in higher education. Your core goal through these efforts is to help achieve the university's vision of innovation, growth, and access. (XIII.A.2)

As demonstrated in our response and references, McKinsey has deep experience helping large public universities in a majority of the 18 Areas of Expertise outlined in Section IX, B of the RFP. This is demonstrated by our work at the [REDACTED]

[REDACTED] detailed in Section 5 along with many others. We have outlined the top ways we can support GMU and our distinctive and differentiated capabilities and qualifications for this initiative below: (XIII.A.2)

1. We bring unparalleled, extensive experience in higher education worldwide

McKinsey has broad and deep experience in higher education. In the last 5 years alone, we have completed over 600 education engagements and 200 higher education engagements, including for university systems, institutions (public, and private), and corporations seeking to grow their presence and impact in higher education sector. Over this time, we have worked with over 140 leading universities globally, including over a dozen R1 institutions in the US. We offer a commitment to improving higher education and a record of developing successful strategies as well as transforming education systems and institutions to improve individual, social, and economic outcomes worldwide. (XIII.A.2)

International clients include the [REDACTED]

We have a proven track record of impact in many universities that are similar to GMU in size and complexity, with budgets greater than \$1B, and student enrollments greater than 20,000. In particular, we have served many public sector higher education organizations including the [REDACTED]

[REDACTED] – on strategy, operations, student outcomes, partnerships, mergers, and acquisitions, and change management. (XIII.A.2)

Our research and publishing are helping to set the agenda for a multitude of industries and sectors with a firm-wide annual investment of ~\$800M. Our practice has published research on a variety of higher education topics, including [“Racial and ethnic equity in US Higher Education”](#), [“How technology is shaping learning in higher education”](#), [“Building operational excellence in higher education”](#), [“Reimagining higher education in the United States”](#), and [“The rising toll of student debt: More than graduates can sustain?”](#) Our higher education research and articles can be found [online](#). (XIII.A.2)

We also have a full suite of proprietary tools that help us deliver unique insights to our higher education clients. McKinsey's Education Practice has proprietary tools and assets that we will leverage to support our work with GMU. Our **Higher Education Fingerprint** [REDACTED]

[REDACTED] . Our Access and Completion data asset [REDACTED]

[REDACTED] while our Ed360 Advanced Analytics machine learning approach can [REDACTED]

[REDACTED] The QUAD tool rapidly [REDACTED]

[REDACTED]
The Independent Diligence Phase (IDP) Day 0 (diagnostic and benchmarking) tool

[REDACTED]. The Higher Ed Transformation Portal has [REDACTED]. Assets include sample outputs, analyses for functional workstreams (e.g., academic productivity, auxiliary revenues), inventory of sample initiatives by functional levers, best practices on implementation, capability & functional assessment rubrics, and capability building trainings. (XIII.A.2)

2. We have deep functional capabilities across the full range of GMU's needs, honed by decades of work across the public, private, and social sectors.

McKinsey's depth of experience serving the world's largest and most complex organizations across a full range of topics mean we will bring expertise to bear for GMU that no other firm can bring. We have worked globally with over 90 of the Fortune 100 companies. This private sector experience will ensure GMU receives the latest insights on best practices and valuable lessons learned from industries across all sectors. We complement our Higher Education practice with eight functional practices – Strategy, Operations, Growth, Digital & Analytics, People & Organizational Performance, Risk, Sustainability, and Transformation – than have depth across the scope areas outlined in Section IX, B in the RFP. We will bring to GMU not only our team of higher education experts, but also functional experts who can bring new thinking and experience from all over the world to solve GMU's challenges. (XIII.A.2)

3. We bring a stakeholder engagement approach that builds ownership, succeeding in value capture where other approaches fail.

We collaborate to ensure a GMU-owned answer in the development and implementation of detailed multi-year plans and initiatives. We have significant experience and success with shared governance, and our core belief is this work needs to be a "GMU plan for the university's transformation," not a third-party plan for the University. Our approach to transformations embeds stakeholder engagement from the very beginning – we understand that this process is as important as the answer and the ownership is critical to successful implementation. We collaborate with many faculty, staff, students, leadership, Board members and other relevant community stakeholders to develop plans for all the opportunities identified during the diagnostic. We are very mindful that many such efforts in higher education have failed in delivering results because they have not embedded stakeholder engagement in the same way. (XIII.A.2)

3.0 Firm Background/History (XIII.A.3)

For over 90 years, McKinsey has helped clients deliver extraordinary results, made possible by the unmatched talent of our people combined with our global expertise and footprint. McKinsey has unrivaled expertise in more than 180 areas, which we bring to clients through over 25 dedicated industry and functional practices and our in-house “think tank”, the McKinsey Global Institute (MGI). (XIII.A.3)

McKinsey combines years of education experience, project management, \$800 million a year in cutting edge research, and proprietary knowledge and tools to provide offerings that transform education systems and institutions and improve social and economic outcomes. We have conducted 600+ education engagements in the last 5 years, 200+ of those in higher ed. (XIII.A.3)

Our teams are built on client needs and supported by over 500 education-experienced consultants and 250 consultants with previous experience as teachers, academics, researchers, and administrators. We complement this deep higher education bench of expertise with broad global resources simply not found in any other firm. (XIII.A.3)

Our work has improved higher education outcomes for nearly 100 million learners, enhanced the job prospects of more than a million youth and adults, and supported the development of nearly \$6 Billion in new funding worldwide. We continuously gain new higher education insights with 500,000+ student data points and 45,000+ surveys of students, leaders, and stakeholders. Our global library consists of 750+ detailed case studies with 1,000+ strategies and interventions profiled. Our global perspective coupled with extensive regional expertise results in globally informed yet locally relevant innovative and resourceful solutions. (XIII.A.3)

GMU and McKinsey are both members of the [Taskforce on Higher Education and Opportunity](#). - a collective of 35 university presidents reimagining higher education to support access, attainment, and post-graduation success.

McKinsey has an unmatched track record of supporting our higher education clients. These are real, tangible results that are improving the lives of millions worldwide. Examples of our work in higher education include: (XIII.A.3)

1. Led a 35K+ student and \$1B+ annual budget flagship public research university in developing and executing a holistic transformation that yielded over \$120M in recurring revenue, impact included delivering 5% growth in first year enrolment, 10% increase in Spring transfer confirmations, and \$20M+ in additional research grants
2. Partnered with cohort of 40+ Historically Black College or Universities (HBCUs) to respond to the enrollment and financial challenges created by COVID-19. To date, have trained 300+ HBCU and partners in critical skills, launched transformation offices, and ~600 initiatives.
3. Designed a 10-year strategic plan for a 40K+ student and \$1.5B+ annual budget public research university then developed 100+ initiatives to achieve the goals of the strategic plan and established/ trained/ supported an implementation office to realize the impact; impact included growing access for Pell-Eligible recipients by 20+%, increasing rankings by 27 places over 2 years, and 5% increase in first-year retention rate and 4-year graduation rate.
4. Partnered with Virginia Tech to develop the business, operating, and financial plan for its Innovation Campus in Northern Virginia. This included the mission, vision, and objectives for the campus as well as design of programming components as a part of the Commonwealth's proposal for Amazon HQ2. (XIII.A.3)

The table below in Exhibit 1 lays out the depth of our expertise and our unique capabilities in the scope areas for which GMU is seeking support from in Section IX, B of the RFP. (XIII.A.3)

GMU
Academic & Business Consulting Services

RFP 1827-23
October 26, 2022

Exhibit 1 - McKinsey's Experience and Capabilities (XIII.A.3)

GMU Scope Areas	McKinsey Experience & Capabilities
1. Higher education benchmarking and data analysis	Experience: >170 Institutions and countries profiled, including all top US and global universities. Capabilities: <ul style="list-style-type: none"> • Systems Benchmarking: Globally relevant framework for evaluating higher education system performance and health • University Excellence: Nine detailed modules of best practice drawn from 140+ leading US and global universities • Productivity Diagnostic Suite: Highlights and compares higher education administrative costs and functional practices
2. Helping universities enter PPPs	Experience: Over 2 dozen consultants with deep PPPs experience Capabilities: End-to-end PPPs best practice playbook covering vision through execution and controlling
3. Financial analysis and budget planning	Experience: >1,000 engagements, including 330 in public sector, >100 consultants. Capabilities: <ul style="list-style-type: none"> • Economics Analytics Platform to download or visualize economic data in a simplified way. Includes data from 15 proprietary assets as well as recommended external economic sources • Finance 360: holistic metrics, benchmarks and best practices across finance efficiency, effectiveness, and performance drivers
6. Organizational and operational assessments and improvements	Experience: >8,900 engagements, including 250 in the public sector, >450 consultants, including 210 in design and 180 in change management. Capabilities: <ul style="list-style-type: none"> • Organizational Health Index (OHI): Proprietary tool based on more than 500,000 respondents in over 450 organizations worldwide to assess health • Lean Management System: 4 disciplines to continuously improve operational performance and organizational health • Capability & functional assessment rubrics: qualitative rubrics to assess the current capabilities, improvement areas, and gaps across academic and operational functions such as enrollment, student success, facilities, advancement, etc. • Shared Services 360 & Playbook Tool that supports the design and right-sizing of shared service centers (SSC)
7. Higher education strategy and facilitation of new partnerships	Experience: >125 engagements in Higher Ed. Capabilities: <ul style="list-style-type: none"> • Developed strategy for a novel funding partnership on research for a multi-decade collaboration across complex set of stakeholders across Asia and North America to fund scientific research • Supported partnerships between the major public university systems and the private sector to improve the alignment of degrees to workforce expectations
8. Strategic communication and change management of new initiatives or joint ventures	Experience: >2,200 engagements, >115 change management experts. Capabilities: <ul style="list-style-type: none"> • Conducted the largest Transformation Survey of its kind (>6,800 senior executives) to develop quantitative insights on the key factors of success in transformation and enablers of change management • Change management & capability building toolset: Suite of tools and approaches to tackle required mindset and behavior changes on all levels. Used in over 1,000 transformations.
9. Academic Leadership assessment and coaching	Experience: >950 publications on leadership development, >6,000 senior leaders engaged across the globe through >200 executive multi-client programs, >5,000 engagements on leadership, and capacity building completed globally. Capabilities: <ul style="list-style-type: none"> • Executive Transformation Support: Change Leaders Forum (attended by >600 sr. execs. leading transformations) • Proprietary Ability 2 Execute (A2E) training: empower employees with the competencies needed to drive and sustain Transformational change. Covers a wide range of modules including creating business value, enhancing ownership, building personal resilience, and accountability etc. • Connected Leaders Academy: dedicated entity for capability building and leadership development at scale • Top team effectiveness leverages the Leadership Team Effectiveness Diagnostic Tool to assess leadership team across 22 behaviors and 7 elements and then conduct customized workshops to build leadership skills and top team cohesiveness

GMU
Academic & Business Consulting Services

RFP 1827-23
October 26, 2022

GMU Scope Areas	McKinsey Experience & Capabilities
10. Business and financial modeling	Experience: Higher Ed expertise is complemented by the firm's >25 dedicated industry and functional practices. Capabilities: <ul style="list-style-type: none"> • We helped a top global research university develop its digital strategy and three-year business plan for a novel online learning platform to deliver content across the system • We supported 20+ HBCUs in business and financial modeling to develop scenarios of impact from COVID-19 on enrollment
11. Market analysis/Market demand analysis	Experience: >150 engagements. Capabilities: Degree Portfolio Design: Approach to align degrees and programs to market demand and supply, to improve student opportunities; >5,000 recent graduates surveyed to better understand needs from higher education
12. Work with US and international universities including accreditation or research	Experience: >10 different public universities in the US, adding up to a total of 1.38 million students, 40,000+ faculty, and 114,000+ staff. Capabilities: Fingerprints Model: Provides a comprehensive view of an institution's strengths, drawing on 70 metrics across 10 dimensions by which universities distinguish themselves
13. Unique and proprietary knowledge regarding private for profit/not-for profit companies/ universities serving the university market	Experience: >40 higher education engagements with companies and non-for-profit entities across a range of topics e.g., strategy, and transformation. Capabilities: <ul style="list-style-type: none"> • We helped a top global research university develop its digital strategy and three-year business plan for a novel online learning platform to deliver content across the system • We worked with a leading global technology company to leverage its research and technological leadership into viable, high margin higher education offerings
15. Extensive transactional experience, including mergers and acquisitions, in higher education; please provide sample deal list	Experience: >5,300 engagements across sectors, >1,600 consultants. Capabilities: <ul style="list-style-type: none"> • Proprietary Diligence Approach • Frameworks for preparing for Day 1 and Post Day 1 of mergers or acquisitions • M&A Opportunity Tool: provides tailored recommendations through structured analysis of financial and academic metrics of both public and private institutions • Merger Management Academy: workshop designed for the Integration Management Office and the project teams
16. Extensive experience in developing and growing DEI initiatives in higher education	Experience: >160 engagements, >100 consultants, >1,000 companies studied across 15 countries, building on 12 years of research to build a robust benchmarking database, >135,000 full time employees surveyed and >75 clients served using the Inclusion Assessment tool. Capabilities: <ul style="list-style-type: none"> • Inclusion Incubator: comprehensive capability building program, centered around specific behaviors that are scientifically proven to increase inclusion, and comprised of 5 proprietary elements that make our offering distinctive • Inclusion Assessment tool: helps organizations assess relative levels of inclusion and belonging among employees • Underrepresented populations tool highlights the various degrees of equitable representation for students and faculty
17. Ability to assemble a relevant team of education experts	Experience: >180 areas of unrivaled expertise across industries, >200 engagements focused on higher education >250 consultants with experience as teachers and academics Key clients include world's top ranked higher education institutions Capabilities: >\$700 million per annum invested in research and capability building
18. Business process mapping, automation and change management consulting	Experience: >700 engagements, >180 consultants Capabilities: <ul style="list-style-type: none"> • Over 250 "Go & see" case study visits showcasing our clients' transformations over the past 2 years • Digital Service Playbook that guides teams from opportunity identification to value capture • Automation 360 tool to identify and size automation opportunities • Digital process mining, to quickly diagnose current state process efficiency

4.0 References and Engagements (XIII.A.4)

As outlined in the previous section, we have extensive experience in the education sector, having complete over 200 engagements in higher education in the past 5 years. Exhibit 2 below summarizes how our experience maps to requested scope areas with a select set of past engagements and key personnel from our practice that would comprise our core team for George Mason.

-Exhibit 2 – Completed, Relevant Transformation Projects with Highly Qualified Consultants

Areas of Expertise	Client References				Additional Client Examples						McKinsey Core Team Members				
1. Higher ed benchmarking & data analysis	●	●	●	●	●	●	●			●	✓		✓	✓	✓
2. Helping large universities enter public-private partnerships		●	●		●	●						✓	✓	✓	
3. Financial analysis and budget planning	●		●		●		●			●	✓		✓	✓	✓
5. Setting up university business functions															
6. Organizational and operational assessments and improvements	●	●	●	●		●	●	●	●	●	✓	✓		✓	✓
7. Higher education strategy and facilitation of new partnerships	●	●	●		●	●	●	●	●	●	✓	✓		✓	✓
8. Communication and change management of new initiatives or joint ventures	●	●	●	●		●	●	●	●	●		✓		✓	✓
9. Leadership assessment and coaching	●		●							●	✓	✓		✓	✓
10. Business and financial modeling	●	●	●		●	●	●	●	●	●	✓			✓	✓
11. Market analysis/Market demand analysis	●		●		●	●	●	●						✓	✓
12. Significant work with universities including accreditation or research	●		●		●				●				✓	✓	✓
13. Unique and proprietary knowledge regarding companies/universities	●		●	●	●	●	●	●	●	●	✓	✓	✓	✓	✓
15. Extensive transactional experience, including mergers and acquisitions		●									✓		✓	✓	
16. Extensive experience in developing and growing DEI initiatives in higher education			●	●						●		✓	✓		
17. Ability to assemble a relevant team of education experts quickly; strong network	●	●	●	●	●	●	●	●	●	●	✓		✓	✓	✓
18. Business process mapping, automation and change management consulting	●			●						●		✓		✓	✓

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4.1 US Public, For-Profit, Public and/or International Universities (XIII.A.4.a)

4.1.1 Contract 1: [REDACTED] (XIII.A.4.a)

[REDACTED] – Enrollment Strategy and Operational Transformation	
Contact Information	[REDACTED]
Dollar Value:	Large (\$5M+)
Period of Performance	August 2018 to Present
Summary of Engagement	
<p>A public research university wanted to increase its return on mission through improving its current financial situation to sustainably support ongoing and future strategic initiatives. While enrollment at the university has risen in recent years, so have the costs of providing high-quality programs – with expenses increasing at the same rate as revenues in recent years. The University identified a desire to achieve cost savings (e.g., through procurement, program efficiency, administrative functions) and identify opportunities for growth in existing revenue streams (e.g., enrollment, research, auxiliaries) as well as new areas of opportunity (e.g., non-traditional programming). They aimed to understand the full range of opportunities available and ensure a clear implementation strategy supported by an organizational structure and capabilities necessary to realize both the short-term and the long-term opportunities. We worked with the University in a three-phased approach:</p> <p>[REDACTED]</p>	
Impact of our work	
<p>Our work resulted in the following impact for the University:</p> <ul style="list-style-type: none"> The first phase of this work identified a combination of opportunities with a two-year time horizon, including the organizational structure required to deliver. Our findings show that approximately [REDACTED] of the total opportunity focused on revenue generation and [REDACTED] on cost reduction and efficiency; [REDACTED] increase in revenues from enhancing existing revenue streams (e.g., enrollment, auxiliaries, research) [REDACTED] savings over current procurement spend base; developed plans for new educational offerings to complement current revenue streams (e.g., innovative online programs and expansion of executive education and professional offerings). Early results include [REDACTED] improvement on freshman enrollment; wins in procurement, specifically on license consolidation; and renegotiation of vendor agreement for campus beverage partnership. University stakeholders focused on freeing resources for future strategic initiatives across the full range of academic and non-academic programs. 	

4.1.2 Contract 2: [REDACTED] (XIII.A.4.a)

[REDACTED] – Transformational Acquisition and Integration	
Contact Information	[REDACTED]
Dollar Value:	Small (<\$1M)
Period of Performance	January 2021 – Present
Summary of Engagement	
<p>[REDACTED] defined a clear strategic vision for their potential acquisition of [REDACTED]. They aspired to grow their business models through the addition of 14 new programs and expand access to more learners, while also to discovering and validating synergies and growth opportunities at the combined institution. The Board enlisted McKinsey to perform an independent diligence of synergy opportunities and work with university stakeholders to stand up performance, culture and change management infrastructure to drive the transformation.</p>	

Transformational Acquisition and Integration

This experience demonstrates our expertise in supporting achieving operational excellence. To do so, we supported the articulation of a clear strategic vision, which included synergies between the two institutions, and prioritizing business models closely linked to growth. To support the value of the acquisition we identified acquisition synergies, mapped marketplace opportunity analysis, did value sizing. To support the integration, we defined potential organizational structure and readiness, and developed transition plans. Finally, we have partnered with the client longer term, supporting the institutional leadership in the implementation, ensuring continued stakeholder engagement, and applying lessons learned in a continuous agile format.

Impact of our work

- [REDACTED] of improvement in revenues and expenses, representing [REDACTED] improvement in both categories. Opportunities identified include reduce external vendor spend through renegotiation of large and overlapping contracts; assessment of low-enrollment and overlapping programs; driving increased enrollment through improved yield and top-of-funnel growth; increasing retention through improved student support in newly enrolled freshmen class; driving auxiliary revenues from real estate through leasing of non-essential buildings / repurposing for academic purposes
- Identification of key priorities and enablers to ensure successful integration
- Ensured a smooth integration with target institution by evaluating the ability to execute, and identifying key watchouts

4.1.3 Contract 3: [REDACTED] (XIII.A.4.a)

[REDACTED] – Strategic Planning	
Contact Information	[REDACTED]
Dollar Value:	Large (+\$5M)
Period of Performance	December 2017 to March 2019
Summary of Engagement	
McKinsey helped the [REDACTED] a strategic plan with pillars focused on: student success, research excellence, diversity and the arts, innovation, global preeminence, and institutional effectiveness. McKinsey supported development of over 90 initiatives under these pillars, creating business and implementation plans for each initiative:	
[REDACTED]	

[REDACTED] – Strategic Planning	
Impact of our work	
Created a strategic plan that was unanimously approved by the Board of Regents with 90+ university- owned strategic initiatives across the organization, such as:	
<ul style="list-style-type: none"> Transforming student body, with goal of [REDACTED] of students employed or enrolled in graduate school within [REDACTED] months of graduation and [REDACTED] graduation rate for Hispanic students by 2025 Deploying over [REDACTED] in R&D expenditures by 2025 to drive research excellence Becoming a premier innovation center, consistently placed among the top 5 research institutions 	
Increasing global prominence to become a top 10 destination for international students	

4.1.4 Contract 4: [REDACTED] (XIII.A.4.a)

[REDACTED] – Administrative Excellence and HR Transformation	
Contact Information	[REDACTED]
Dollar Value:	Medium (\$1 – 5M)
Period of Performance	September 2018 to January 2019
Summary of Engagement	
The [REDACTED] wanted to improve operations to accelerate the performance and outcomes of the institution. This was partly as a result of several organizational effectiveness issues facing the university. For example,	
[REDACTED]	
A change in university leadership commissioned a project to turnaround the [REDACTED] function, which was poorly received by the	
[REDACTED]	
prioritized via a long-term implementation plan a) design b) pilot c) scaling to the organization. Based on the change capacity of the university, this implementation plan was completed over the course of 2019-2021.	
Impact of our work	
<ol style="list-style-type: none"> Launched pilots to improve core processes (e.g., recruiting cycle time), guided by target metrics. Reduced non-faculty hiring time from ~90 days to ~45 days across the entire university over the course of 6 months. Engaged 400+ stakeholders in series of focus groups and listening tours, leading to improved implementation, Implementation plans carefully consider existing norms, change management needs, and organizational capacity for transformation (e.g., avoids overly aggressive implementation cadence where at odds with organization's). HR function is now seen as a proof point for the value that improving operations can bring to the university. 	

4.2 Education Expert Team (XIII.A.4.b)

McKinsey has the proven ability to assemble a relevant team of education experts quickly; with our strong network of 500+ education-experienced consultants and 250 higher education focused consultants with previous experience as teachers and academics. Unique to McKinsey

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is a “one firm” approach, which means that we are able to rapidly mobilize experts from anywhere in the world to support GMU as required, and at no additional cost to GMU. (XIII.A.4.b)

Our leadership is engaged and committed to GMU on this effort. Our principals [REDACTED] will serve as the primary liaisons [REDACTED] as secondary liaisons and between McKinsey and GMU and will assume overall responsibility for performance under the contract. They will be accountable and responsible for successful delivery of the engagement across all dimensions. (XIII.A.4.b) In addition to the principals McKinsey is proposing the following experts relevant to this work, see the consultants’ full resumes in Appendix A along with [REDACTED] to utilize from when applicable: (XIII.A.4.b)

[REDACTED] is a **Senior Partner** with over 14 years of experience designing, developing, and implementing solutions for a diverse group of clients in the higher education, public, and social sectors. Since joining the firm in 2001, he has worked with senior-level executives on strategic planning, new organization building, workforce development, economic development, and organizational and operational effectiveness and efficiency. (XIII.A.4.b)

[REDACTED] is a **Senior and Managing Partner** with 20+ years experiences and a global leader of the Public Sector Practice. [REDACTED] is an experienced facilitator with an exceptional ability to help clients successfully plan and navigate transformational change. Recently [REDACTED] has led our transformation work with 40+ HBCUs to assess and improve across a spectrum of academic and operational functional areas. (XIII.A.4.b)

[REDACTED] is a **McKinsey Partner** and a leader in McKinsey’s Education Practice and Public Sector Practice with 12 years of experience where he supports higher education and public sector leaders deliver on ambitious higher education, economic development, and workforce transformation programs. (XIII.A.4.b)

[REDACTED] is an Associate Partner with 7 years’ experience, where his work centers around higher education and transformational change. [REDACTED] leads the McKinsey Education Practice’s Transformation Service Line, where he has served numerous public and private universities on institution-wide, online, and college-level strategy and execution. He has advised higher education institutions on to improve a multitude of functional areas. (XIII.A.4.b)

[REDACTED] is a Senior Expert at McKinsey with 10 years’ experience and a core member of the Higher Education Practice. [REDACTED] has served clients in higher education, healthcare, and retail on several topics related to administrative excellence and organizational restructuring. He has deep experience in leading process improvements and transformations. His client work has included the design and development of a new HR strategy and organization structure for a research-focused healthcare, an operational excellence initiative for an R1 university. (XIII.A.4.b)

Additional McKinsey consultants available to GMU are:

- Partner and expert in Diversity, Equity, and Inclusion
- Expert Associate Partner in education and government leadership
- Expert Associate Partner serving education and public sector clients
- Partner and expert in Workforce Development
- Senior Partner, and US Leader of McKinsey’s Education Practice

5.0 Approach (XIII.A.5)

The Context and Opportunity: George Mason University (GMU) has the opportunity to become a leading higher education innovator in the 21st century, with a focus on innovation, growth, and access. Achieving that will require not just the 18 activities identified in Section XI, B of the RFP, but a holistic, rigorous approach to transformation that spans the entire university. We have developed a proven approach that helps universities do just that, while also already incorporating the majority of those prioritize activities. (XIII.A.5)

Growth: From 2016 to 2020, GMU's enrollment grew at ~3.2% per year, to 28,816 full time equivalent students by 2020.¹ That growth provides a tremendous foundation to continue to build from, and we believe there is room for more. For example, benchmarks from top performing R1 and R2 institutions² highlight a number of areas where additional growth, for admissions, enrollment, and revenue, is possible. (XIII.A.5)

Exhibit 3 - Meeting Best-in-Class Benchmarks

GMU application volume is still relatively modest compared to peers. In 2020, GMU received 21,198 undergraduate applications while top quartile R1 & R2 universities received an average of [REDACTED] applications. GMU's undergraduate admit-to-enroll yield has also decreased over the last five years, from 26% in 2016 to 18.5% in 2020.³ Concurrently, across top quartile R1 and R2 institutions, the average yield is [REDACTED].³ Meeting just half of these top performing benchmarks in applicants and yield would result in [REDACTED] new enrollments, as shown in Exhibit 3 - Meeting Best-in-Class Benchmarks. GMU has also seen

meaningful revenue growth of 6% per year from 2015 to 2020, outpacing expenses which grew 5.5% during that same time period. Maintaining that trajectory will only get harder, however, as GMU adheres to its pledge to hold tuition constant, while inflation-driven expenses continue to rise and HEERF funding expires. (XIII.A.5)

Innovation: GMU has taken bold steps to innovate in the US and internationally. The Arlington campus (Mason Square) recently benefitted from a \$250M renovation, including the Institute for Digital Innovation amongst other programs. GMU also recently launched a major renovation of the Science and Technology Campus in Manassas. Both developments will strengthen GMU's ability to prepare students for high demand STEM careers, while also advancing research to benefit the region and beyond. (XIII.A.5)

¹ Source: IPEDS

² Defined as the top quartile of all R1s and R2s for key metrics such as enrollment yield or 6-year graduation rates.

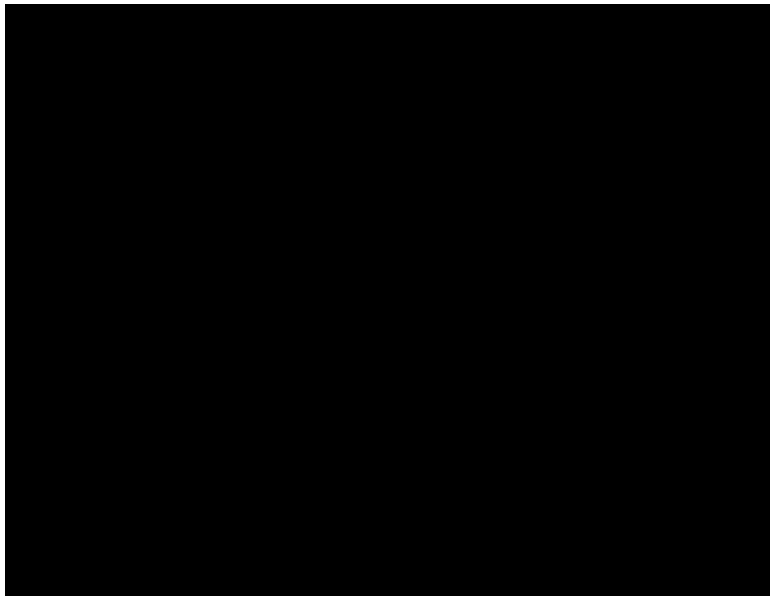
³ IPEDS

Internationally, GMU Korea was established at the Incheon Global Campus in 2014. Now that the school has been solidly established, GMU could explore additional long-term international growth objectives through GMU Korea or additional new globally established campuses. (XIII.A.5)

Online programming also represents a significant opportunity to explore. As of 2019, only 7% of GMU's students were enrolled in exclusively online programs and 26% took both in-person and online courses. Comparatively, at institutions such as Arizona State 45% of students are enrolled in online only programs and another 25% are enrolled in both in-person and online courses. Likewise, at the University of Alabama Birmingham 26% of students are enrolled in online only programs and another 33% are enrolled in both in-person and online courses.⁴ (XIII.A.5)

Exhibit 4 - Adults in VA Benefiting from Post-Secondary Education

Access: Our analysis indicates in Exhibit 4 - Adults in VA Benefiting from Post-Secondary Education that there are ~1.4M adults in Virginia, not currently enrolled in college, who would benefit from earning a post-secondary degree.⁵ These 1.4M Virginia adults represent a significant opportunity for GMU to further increase access and to help thousands more Virginia residents improve their economic outlook. This also shows that there are Virginians that can help meet the enrollment growth opportunities we outlined above.



GMU also has an opportunity to future provide access for under-represented populations, building on a strong track record of growth over the past decade. Black students now make-up 11% of GMU's student body, as of 2020, compared to 8% in 2010. Hispanic students have grown to represent 14% of the student population, and Asian students are now 18%. However, Black students are still under-represented by ~7 percentage points, compared to the population distribution from GMU's catchment area. Likewise, 29% of full-time first-time undergraduate GMU students are Pell Grant eligible. It is a meaningful part of the study body, but if we look to peers there maybe room to grow given that the University of Illinois Chicago has 57% of students as Pell grant eligible, and the University of Alabama at Birmingham and Stony Brook University have rates over 35%. (XIII.A.5)

5.1 Proven Three-Part Transformation Approach

Universities that achieve transformational growth, innovation, and access pursue a set of audacious goals that at first seem impossible within a relatively short timeline (e.g., 2-3 years),

⁴ IPEDS, 2019 data

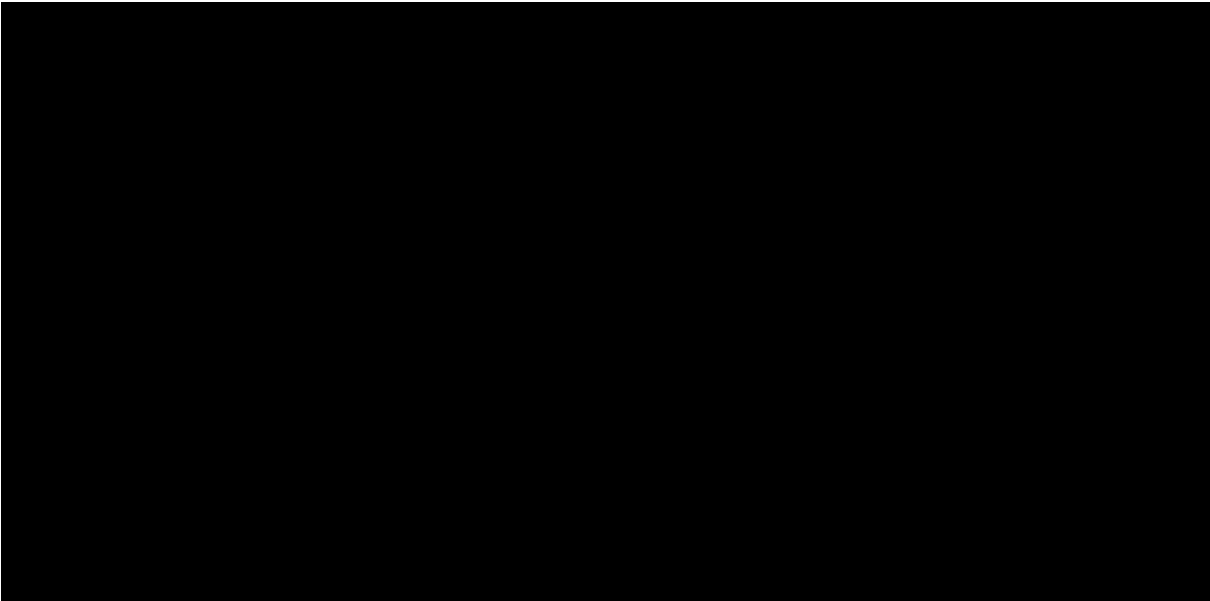
⁵ These are high school graduates, between the ages of 25 to 54, who do not currently have a postsecondary degree and who earn less than the median wage for those with a post-secondary degree in their area.

and use an innovative and collaborative approach that results in outcomes that inspire confidence, pride, and celebration. (XIII.A.5)

We support universities in these efforts across three stages: an independent diligence phase, a bottom-up planning phase, and an implementation phase. Just as importantly, we support universities to build an execution engine to help the changes ‘stick’, including building performance infrastructure (the ‘brain’), supporting mindset and behavior change (the ‘heart’), and ongoing capability building (the ‘muscle’). (XIII.A.5)

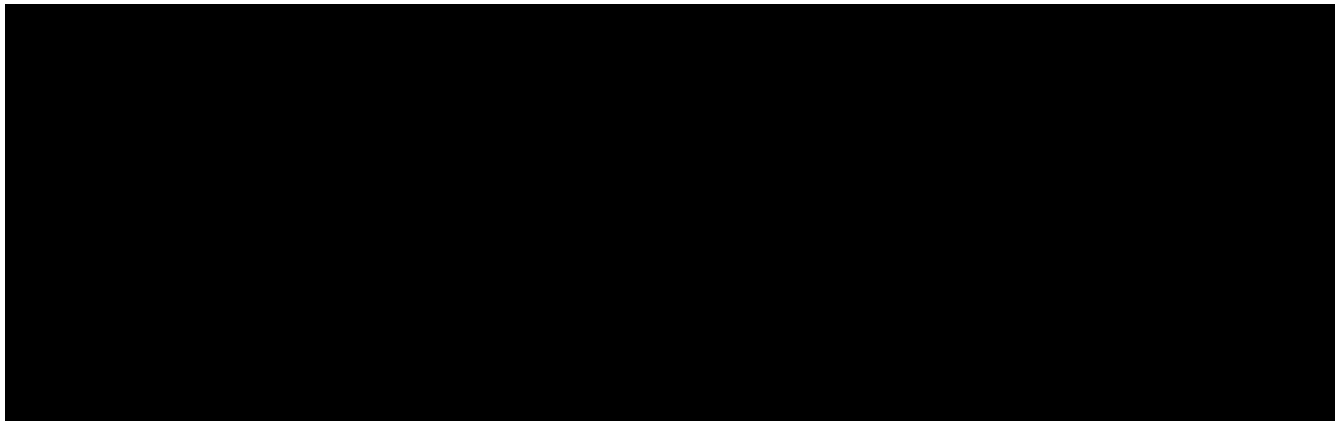
This three-part approach can be applied to a university-wide, holistic transformation that includes all scope areas identified in Section XI, B of the RFP, or in one specific area (e.g., area #6 from Section XI, B of the RFP: “Organizational and operational assessments and improvements”) or anything in-between. This approach is laid out in and described in detail below in Exhibit 5 - Three Part Transformation Approach:

Exhibit 5 - Three Part Transformation Approach



5.1.1 Phase 1: Independent Diligence Phase (IDP) (XIII.A.5)

The IDP establishes the trajectory and full potential of the relevant area(s) – be it the entire university, or a specific functional area of focus (e.g., potential public-private partnerships), all grounded in the university’s mission and vision. The IDP is typically fast-paced (e.g., typically completed in 8-10 weeks for a holistic, university-wide effort), and is informed by:



During the IDP we typically explore the following areas laid out in Exhibit 6 - Diagnostic Opportunities across both the academic enterprise and operations:

Exhibit 6 - Diagnostic Opportunities

The IDP defines the full, realistic potential for the area under analysis. At the end of the IDP, universities have all that is needed to set an audacious aspiration and to launch the journey, including:

5.1.2 Phase 2: Bottom-Up Planning (BUP) (XIII.A.5)

The Bottom-Up Planning (BUP) phase process builds on the targets set during the IDP to deliver detailed implementation and business plans with reviewed financials, Key Performance Indicators (KPIs), and milestones. Each initiative is built by university team members (i.e., faculty and staff) to ensure strong ownership. Each defined initiative includes:

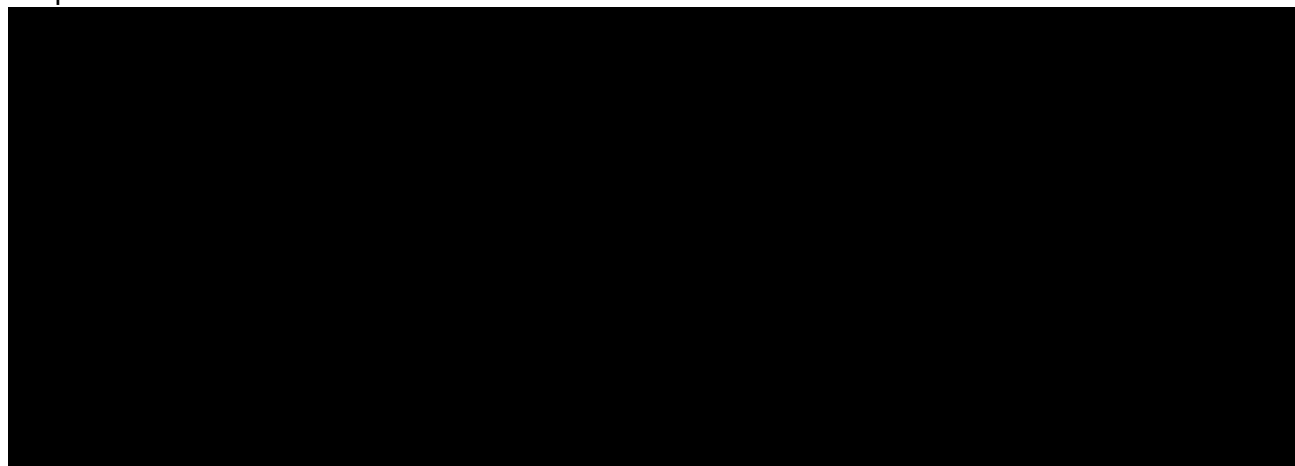
- An executive summary with initiative goals, strategic alignment to university's mission, stakeholders involved, risks, resources needed and intended impact of pursuing the initiative
- A financial plan and business case, monitored and validated by the finance team for revenues, cost savings, recurring costs, and one-time investments for each individual initiative
- KPIs with baselines, targets, timelines, and owners. KPIs include leading KPIs ("reached out to 10 high school counselors"), project goal KPIs ("additional enrollments"), and lagging KPIs ("first year retained students").
- Implementation plans with detailed steps, timelines, and accountable owners

The BUP process is driven by a committed university team that has clearly delineated roles and responsibilities. Workstream leaders identify and validate individual initiatives to meet performance targets. Initiative owners drive through the rapid BUP planning process to build out the detailed initiative deliverables (e.g., implementation plans, business cases, KPIs). Prioritized

initiatives are then rolled-up into an integrated plan against which performance can be measured and remaining roadblocks to implementation are identified. (XIII.A.5)

5.1.3 Phase 3: Implementation (XIII.A.5)

During implementation, our focus is on providing the support and capabilities needed for universities to deliver the impact identified, and to reach their full potential. During implementation:



For university-wide efforts, there are a number of proprietary tools and approaches we bring to help ensure sustained success, including:

A strong Transformation Office, led by senior leaders at the university, that drives implementation forward. A strong TO is essential to continue existing momentum and hold initiative owners accountable in achieving maximum impact and successful implementation.

Proprietary tools. For example, our proprietary program management platform, WAVE, helps organizations plan, track, and drive transformations, plus benchmark progress against peers. To-date, over 800+ clients use or have used WAVE and there are 135K+ users worldwide with \$150bn in impact under management

A holistic change management approach, with proven resources to help universities build the mindsets and behaviors necessary to reach and sustain full potential. Examples include orchestrated change stories, our Organizational Health Index tool (OHI), and top team effectiveness playbook and workshops.

Ongoing stakeholder engagement via interviews, focus groups, and surveys etc. Stakeholders engaged often include Trustees, the President and Cabinet, Faculty, Staff, and students etc.

In-depth capability building, with our proprietary Ability 2 Execute (A2E) training. A2E Essentials empower employees with the competencies needed to drive and sustain Transformational change. It can be delivered through a series of in-person workshops or entirely virtual and can cover a wide range of modules including creating business value, enhancing ownership, building personal resilience, and closing the loop etc. (XIII.A.5)

5.2 Function-Specific Approaches (XIII.A.5)

We have an extensive track record of helping universities apply the three-part transformation approach to a wide range of functional areas. For a number of the areas, we also bring in-depth functional expertise and specific approaches to bear. We have included a few specific example areas to describe our specific approaches, below for: (A) Developing and growing Diversity, Equity, and Inclusion initiatives in higher education (area #16); (B) Enrollment growth (a component of the Market analysis/Market demand analysis area #11); (C) Online programs (a component of the Market analysis/Market demand analysis area #11); (D) Helping large public

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and non-profit universities enter into Private-Public Partnerships (area #2); (E) Mergers and acquisitions (area #15), and (F) Organizational and Operational assessments and improvements (area #6). (XIII.A.5)

5.2.1 Developing and growing Diversity, Equity, and Inclusion initiatives in higher education (XIII.A.5)

Universities are uniquely positioned to improve outcomes for individuals across all dimensions of diversity, such as race and ethnicity, gender, sexual orientation, nationality, age, religion, and socio-economic status. For universities, advancing DEI represents a significant opportunity to live into their missions, while also strengthening innovation through diverse research, student-driven initiatives, and community engagement. The impact potential for society is also significant. For example, a recent study estimated that equalizing postsecondary outcomes by economic status and race and ethnicity could generate \$956B in annual societal benefits, including \$850B in increased earnings, spending and access to talent.⁶ (XIII.A.5)

Universities are uniquely positioned to accelerate DEI outcomes in three critical areas:

Teaching and learning, via improved access, mental and physical health resources, academic offerings, and faculty compensation and teaching etc.

Research, scholarship, and creative self-expression, via strengthened funding and support for research on topics relevant to underrepresented minorities and women etc.

Impact in the community, via stronger partnerships with high schools, community colleges, and employers; hiring and procurement practices etc.

Thankfully, many universities are invested in equity and are making progress; and there is still significant ground to cover. At many institutions faculty diversity remains limited and diverse student populations still face disparities in access and completion. Research on topics relevant to underrepresented minorities and women remains underfunded and growth in staff diversity and equitable economic mobility in surrounding communities remains low as see in Exhibit 7 - Improving Equity. (XIII.A.5)

⁶ Georgetown University Center on Education and the Workforce, "The Cost of Economic and Racial Injustice in Postsecondary Education," 2021

Exhibit 7 - Improving Equity

DEI is woven throughout our work and incorporated into every education project. We also support universities on DEI-specific efforts. For example, we recently supported a top 50 university to develop their equity strategy. The effort was informed by comprehensive benchmarking from across the higher ed, engagement from over 3,000 university community members to identify strengths and areas of opportunity, and regular workshops with students, staff, and faculty as part of the broader change management approach. The impact to-date includes an 8-percentage point increase in student diversity in 2 years, focused on Latinx populations, as well as helping generate a multi-million-dollar grant to support cross group dialogue and understanding programs. (XIII.A.5)

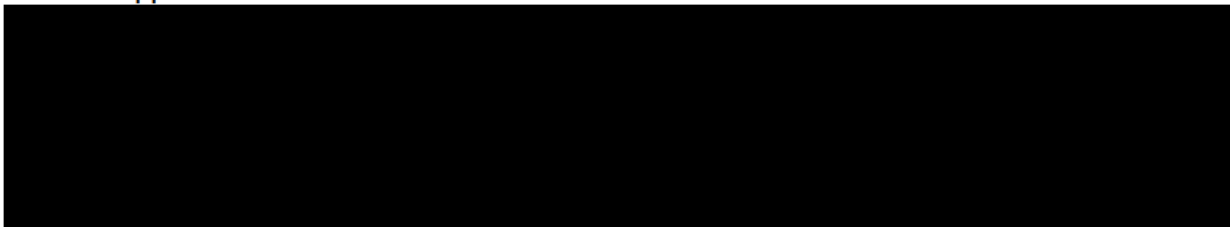
For more on how universities can advance diversity, equity and inclusion, please see our recent comprehensive research report: [Racial and ethnic equity in US higher education](#). Companion pieces to that report expand on specific opportunities for students, faculty, and completion rates, including: [The Growing Gap in Higher Education](#); [Racial and ethnic equity in US higher education: Students and faculty](#); and [Racial and ethnic equity in US higher education: Completion rates](#). (XIII.A.5)

5.2.2 Enrollment Growth (XIII.A.5)

Based on our enrollment growth work with universities similar to GMU and in line with GMU Area of Expertise 11, the enrollment growth opportunities we would explore likely include the following:

A. Opportunities to grow the top of the funnel (e.g., inquiries and applications):

Typical best-practice opportunities we explore during the diagnostic phase to grow applications include opportunities to:



[REDACTED]

We also investigate opportunities to better convert inquiries to completed applications. We start by reviewing the inquiry to application business process flow and the conversion rate from inquiry to application by source, channel, and rep, to identifying the potential to:

[REDACTED]

B. Opportunities to increase the yield from accepted applications to deposits and enrollees

Typical best-practices opportunities we explore to increase admit to enrollment yield include:
Streamlining administrative processes and pre-enrollment support

[REDACTED]

C. Enrollment enablers and unlocks across the enrollment funnel

Cutting across each stage of the enrollment funnel, we also explore the potential for two enablers that can help unlock the opportunities identified across the funnel:

[REDACTED]

5.2.3 Online programs (Market analysis/Market demand analysis Area #11) (XIII.A.5)

Because of COVID, almost all universities over the past few years have had to rapidly develop new online program capabilities. For many higher education institutions, this meant delivering standard courses and the “traditional” classroom experience through videoconferencing and various connectivity tools. The approach worked to support students through a period of acute crisis but stands in contrast to the offerings of online education pioneers. (XIII.A.5)

To better understand what these institutions are doing well, we surveyed academic research as well as the reported practices of 30+ institutions, including both regulated degree-granting universities and nonregulated lifelong education providers. We also conducted ethnographic market research and followed the learning journeys of a number of students.

We found that, to engage most effectively with students, the leading online higher education institutions focus on three overarching principles. They:

Create a seamless journey for students, including helping students build and follow a clear education roadmap, using standardized tests, digital alerts, and time-management tools to regularly reinforce students’ progress and remind them of their goals. They also enable

seamless connections, providing a single sign-on through which students can interact with professors and classmates and gain access to critical support services.

Adopt an engaging approach to teaching, including a range of learning formats, offering both live classes and self-guided, on-demand lessons. They ensure captivating experiences, and utilize adaptive learning tools, using AI and analytics to detect and address individual students' needs and offer real-time feedback and support. They also include real-world application of skills, including in some place's online internships.

Build a caring network. They provide dedicated channels to help students with academic, personal, technological, administrative, and financial challenges and to provide a means for students to connect with each other for peer-to-peer support. Such programs are also using technologies to recognize signs of student distress and to extend just-in-time support with predictive at-risk models. (XIII.A.5)

Building a distinctive online student experience requires significant time, effort, and investment. Most leading institutions take years to understand student needs and refine their approaches to online education. Three steps to get started include:

1. *Assess your current online offerings*. An initial diagnosis could provide an understanding of how satisfied students are with the existing online experience, their expectations and preferences, and the competitive landscape.
2. *Set a strategic vision for your online learning experience*. The vision should be student-centric and link tightly to the institution's overarching manifesto.
3. *Design the transformation journey*. Institutions should expect a multiyear journey. Some may opt to outsource the program design and delivery to dedicated program-management companies, but those that build in-house should prepare for a multi-year learning journey. (XIII.A.5)

For more on this research, see our recent article, [Setting a new bar for online higher education](#).

5.2.4 Helping Large Public and Non-profit Universities Enter into Private-Public Partnerships (Area #2) (XIII.A.5)

Public-Private Partnerships (PPPs) are infrastructure asset procurement models that divide risks and responsibilities between the public and the private sector. For universities, PPPs can be a useful unlock to bridge the gap between demand in infrastructure investments and constrained supply of public funds. In our experience, PPPs, when well structured, can improve university service delivery quality, efficiency, and access

Within higher education, PPPs efforts are often used to increase physical capacity (e.g., student housing), expand reach and access (e.g., online program management, recruitment, and enrollment services), and improve student success (e.g., better data and analytics).⁷ (XIII.A.5)

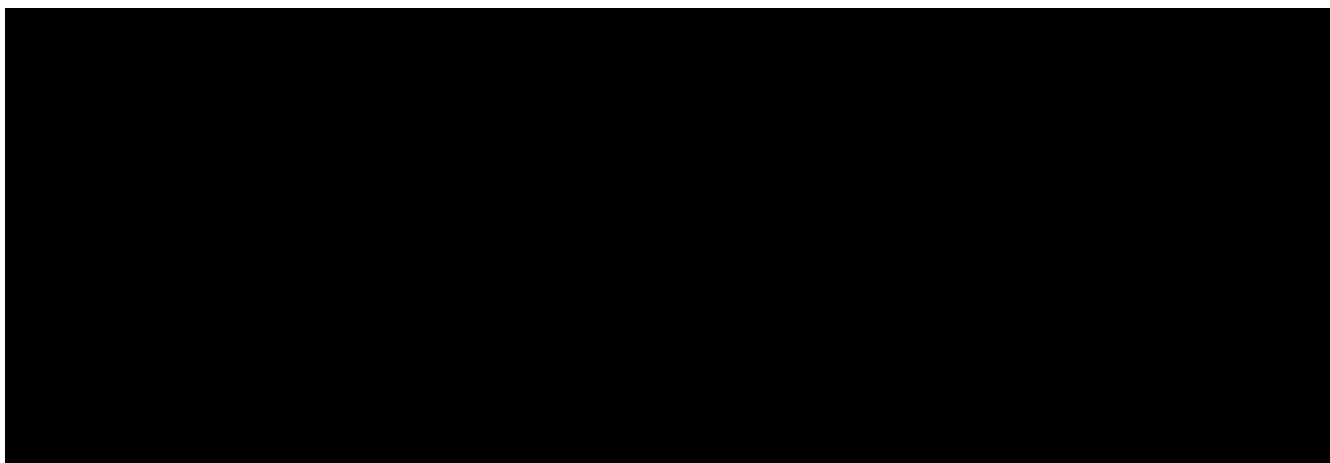
More expansively, universities are also using a range of public-private partnership approaches to launch expansive innovation hubs and economic development engines. For example:

- The University of Rochester partnered with NY State and IBM (through NY's REDCs) to establish the Health Sciences Center for Computation Innovation, which is enabling cutting edge super-computer driven research to solve health care's most complex problems. This effort is projected to deliver 900 jobs to the Rochester area, provide \$205M in new research funding, deliver \$50M in economic benefit to the region.

⁷ George Mason's own recent publication, "P3 EDU 100" provides a compelling overview of PPP efforts across each of these areas.

- Arizona State University partnered with the Arizona Commerce Authority, Infosys, and others to launch the Arizona Workforce Training Accelerator Partnership for Next Generation Jobs (AZNext). With funding from the Department of Labor, this innovative workforce development partnership helps train workers for high-paying, high-demand jobs in advances manufacturing, cybersecurity, and IT
- MIT's Kendall Square Initiative is an internationally recognized innovation district, home a wide variety of innovative companies spanning Biotech & Life Sciences (e.g., Amgen), Education (e.g., Broad Institute), community organizations (e.g., Cambridge Community Foundation), and a wide range of hospitality offerings among others. (XIII.A.5)

Not all PPPs are created equal, however, and in our experience, these efforts do not always deliver on their expected benefits. We take a 7-step approach to help our university partners maximize the potential of PPPs:



5.2.5 Mergers and Acquisitions (Area #15) (XIII.A.5)

Merger and acquisition activity within higher education has doubled in recent years.⁸ However, in any industry, mergers are notoriously difficult to execute successfully, and higher education is no exception. For all higher education mergers since 2001 (in instances when both institutions enrolled at least 1,000 students each) 60% of the combined institutions saw enrollment declines post-merger and 55% of saw a decline in student retention post-combination.⁹ This track record aligns with what we know across industries, where 70% of mergers historically fail to achieve new revenue targets post-merger, and 40% fail to deliver targeted cost synergies. (XIII.A.5) However, when done well, higher education mergers can have transformative impact. For example, the Delaware State and Wesley College merger, supported by McKinsey, had specific growth aspirations based on strategic program expansion. Fall 2021 enrollment exceeded initial enrollment targets with the newly combined university on track for continued growth. (XIII.A.5)

To deliver sustained value from higher education mergers and acquisitions, university leaders and their boards should take three steps:

Clearly define your starting position and what you are trying to accomplish (e.g., trying to enter to a new, strategic geography, or to add complementary academic programs)

Conduct expansive target scanning and due diligence (e.g., financial, and operational performance, mission and culture alignment, likelihood of accreditor approval)

⁸ From 16 transactions total between 2006-10, to 31 from 2016-. Based on IPEDs data and press searches etc.

⁹ Ibid.

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Deploy strong planning and integration management, spanning integration management and governance, university planning, talent and organizational structure, strategic communications, and change management etc. (XIII.A.5)

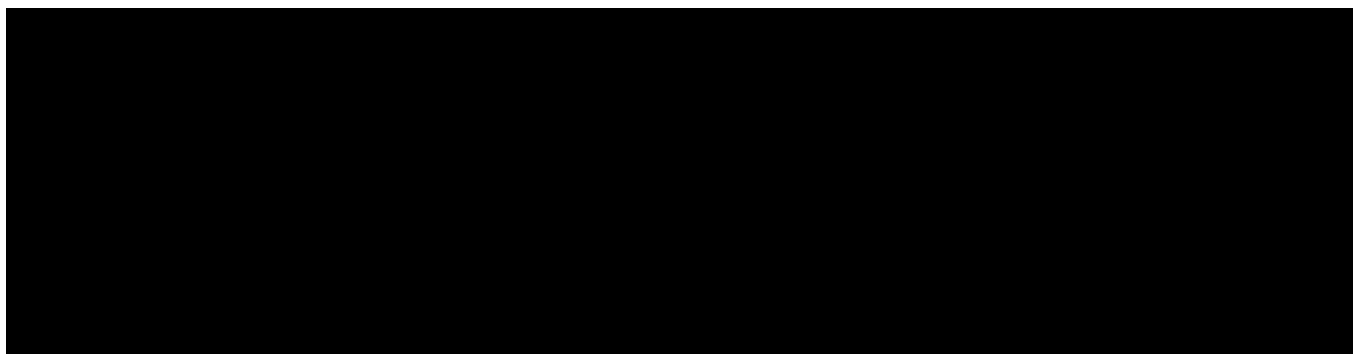
We believe that a partner with proven experience in serving universities through strategic partnerships and alliances is critical to success for higher education M&A activity. Over the past 5 years, we have served a range of public and private institutions to partner effectively, including mergers and acquisitions, to enhance student outcomes, expand program offerings, and operate more efficiently. We also bring McKinsey's broader M&A expertise to bear to serve universities. We have participated in nearly a third of the largest deals worldwide, across all sectors, and in 2,000+ related engagements over the last 5 years. (XIII.A.5)

5.2.6 Organizational and Operational Assessments and Improvements (Area #6) (XIII.A.5)

In our experience, most colleges and universities that set out to improve their administrative operations fail to meet their stated goals and, in some cases, take a step backward. Common barriers that lead to these poor outcomes include:

- *They start from the top down*, failing to first build interest and alignment on a department-by-department basis
- *They put the answer before the problem*. Another common pitfall is starting with a solution and looking for ways to solve a problem for that answer rather than doing the work needed to gain a deep understanding of the problem on the ground and building a solution collaboratively with stakeholders.
- *They focus on dollars rather than sense*. They focus primarily on cost savings rather than on improving service levels or the experience of the administrative staff. (XIII.A.5)

To make real improvements in organizational and operational effectiveness, we adopt the



By adopting this approach, we helped an R1 public university stuck in administrative gridlock. Its outdated administrative operations were holding it back on several fronts. Slow response times, red tape, and time-consuming administrative tasks had generated resentment and frustration among faculty. Some had already left for other universities, citing a lack of support for research administration, an inability to hire critical lab staff in less than six months, and difficulty keeping labs stocked with supplies. (XIII.A.5)

Through our engagement, time to hire fell by 46% for nonfaculty positions, and improper procurement (measured by the volume of unnecessary vouchers) fell by 57%. It has generated better outcomes: 96% of hiring managers now report acceptances by their first-choice candidates. (XIII.A.5)

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Just as important, the change team created a community of faculty, staff, and academic leaders who fully embraced the new ways of working. Over the course of the redesign effort, the process involved 400+ staff and faculty, held 50+ listening sessions, convened 30+ design workshops, and generated a list of dozens of initiatives to pursue in the future. (XIII.A.5)

6.0 Legal (XIII.A.6)

6.1 Litigations (XIII.A.6.a)

Yes. McKinsey & Company, Inc. Washington D.C. ("McKinsey D.C.") has been cooperating with a number of inquiries from both state and federal agencies in connection with McKinsey & Company, Inc. United States' ("McKinsey U.S.") support to clients related to opioids. In February and March 2021, McKinsey U.S. resolved investigations by 50 State Attorneys General, as well as the District of Columbia and five U.S. territories related to its past service to opioid manufacturers. Importantly, the settlement agreements (the "Settlement") with the states contain no admission of wrongdoing or liability. While not a named party to the Settlement and having no involvement in the work with opioids manufacturers giving rise to the Settlement, McKinsey D.C. is subject to certain prospective injunctive relief provided for in the Settlement. In addition, McKinsey D.C. has been named as a defendant in lawsuits relating to McKinsey U.S.' past client service work for opioid manufacturers. In November 2021, the Committee on Oversight and Reform, U.S. House of Representatives, issued a request for information and documents addressed to McKinsey & Company, Inc. regarding a variety of matters, including its consulting services related to the opioid and pharmaceutical industries. McKinsey D.C. continues to cooperate in these inquiries. (XIII.A.6.a)

The McKinsey subcontractor [REDACTED] is not currently involved in any litigations. (XIII.A.6.a)

6.2 Investigations (XIII.A.6.b)

In addition to the opioids-related inquiries and actions noted above, in March 2022, McKinsey & Company, Inc. received a federal grand jury subpoena in connection with an investigation concerning the District of Columbia Housing Authority and the National Cooperative Purchasing Alliance. McKinsey D.C. is cooperating with this investigation. (XIII.A.6.b)

The McKinsey subcontractor [REDACTED], is not currently involved in any investigations. (XIII.A.6.b)

6.3 Lawsuits (XIII.A.6.c)

Please refer to the responses to Questions 5.1(a).

The McKinsey subcontractor [REDACTED], is not currently involved in any lawsuits. (XIII.A.6.c)

6.4 Name Changes (XIII.A.6.d)

No.

The McKinsey subcontractor SWaM, [REDACTED], has not had name changes. (XIII.A.6.d)

7.0 Cost of Services (XIL)

7.1 Introduction (XIL)

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McKinsey & Company, Inc. Washington D.C. (McKinsey) maintains a client service approach that implies a true partnership and minimizes risk for our clients, including George Mason University ("GMU"). As such, in both the public and private sectors, McKinsey works on a firm-fixed-price (FFP) basis using a team approach. We calculate our fixed price by identifying the appropriate team configuration to successfully execute the agreed-upon services/deliverables and multiplying the estimated number of hours typically worked by staff in such team offerings by the blended hourly rate. The team approach reflects the specific mix of skills, roles, and experience required for engagements and are inclusive of full-time project staff, leadership and experts, and research and administrative support. Our approach to pricing reflects our commitment to putting clients' interests ahead of ours and bringing the best of our firm to support each engagement by providing a flexible, integrated approach to supporting clients on issues that are invariably both important and complex. (XIL)

Once a firm-fixed-price is agreed upon for defined work, we commit to deliver the agreed services and deliverables – adding resources, if necessary, at no additional cost – to ensure delivery of the work. The FFP program lends itself to our policy of leveraging the full set of capabilities of our Firm – rather than the capabilities of select individuals – in each of our efforts. It also ensures that our clients receive the high-quality support they need, and that we bear the risk rather than the clients of delivering the promised results at the quoted price. (XIL)

7.2 Contract Rate Card (XIL)

McKinsey is offering its rate card in Exhibit 8 identifying the blended hourly rate that will form the basis for developing its firm-fixed-prices for academic and business consulting services to be performed in the base year of the contract resulting from GMU's Request for Proposals GMU-1827-23 (the "RFP"). (XIL)

In addition, Exhibit 9 outlines the rate card that will form the basis for developing prices for academic and business consulting services provided by our SWaM subcontractor, The Parnin Group ("Parnin") in the base year of the contract resulting from the RFP. (XIL)

Exhibit 8 - McKinsey's rate card for base year

Position	Base Year Hourly Rate
McKinsey Consultants	\$683

Exhibit 9 - [REDACTED] rate card for base year

Position	Base Year Hourly Rate
[REDACTED] Consultants	\$215.16

7.3 Payment Preference (XIII.A.1.c & XVI)

In accordance with RFP Section XVI (Payment Terms / Method of Payment), McKinsey's preferred payment terms are Option #3 – Net 30 Payment Terms. McKinsey understands and agrees that it will enroll in Paymode-X where all payments will be made electronically to McKinsey's bank account.

7.4 Assumptions

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McKinsey's price proposal to the RFP is based on the following assumptions:

1. In accordance with Section HH of Attachment B, McKinsey and The Parnin Group are assuming and will apply escalation to their rates on the first day of each of the four resultant RFP contract's renewal options using the lesser 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. McKinsey is providing a blended rate per hour in compliance with the requirements of the RFP. As mentioned, McKinsey delivers using a team approach and the capabilities of select resources/personnel cannot be offered separately. Accordingly, the blended hourly rate provided in Exhibit 1 provides a baseline for developing firm-fixed-prices for any work which may be undertaken pursuant to the RFP.
3. McKinsey will price and perform any services provided pursuant to the RFP on a firm-fixed-price basis. McKinsey cannot price or perform on a cost-reimbursement type, incentive, time and materials, labor hour, and/or price predeterminable basis.
4. McKinsey will invoice and receive payment based on GMU's acceptance of completed services/deliverables, and not specific hours worked, or costs incurred.
5. If GMU receives federal funding to pay for McKinsey's services under the resultant contract to the RFP, GMU agrees that it considers McKinsey to be a "contractor" under 2 CFR § 200.331 and that GMU will not impose Federal Cost Principles and Audit Requirements within 2 CFR § 200 et seq on McKinsey.
6. McKinsey & Company, Inc. Washington D.C. ("McKinsey") primarily serves public sector clients, with some social sector and commercial client work. To the best of our knowledge, McKinsey has not identified a conflict of interest, as defined in Academic and Business Consulting Services RFP No. GMU-1827-23 (the "RFP"). For additional transparency, we note that McKinsey & Company, Inc. United States ("McKinsey US"), an affiliate, provides or has provided consulting services in the US to commercial institutions across all industries, including private financial institutions (including unsecured lending consumer credit), consumer packaged goods, private education institutions, education service providers, technology, media and telecommunications. McKinsey US's consulting services include analysis, advice, and implementation support across many areas of business, including marketing and commercial growth, operations, strategy, corporate finance, organization, risk, technology, transformation, and mergers & acquisitions topics. As the RFP will result in a Master Service Agreement with no awarded task order or defined scope of work to be performed by McKinsey, we will monitor conflicts on a task order-by-task order basis. Please let us know if you have any questions or concerns.

Appendix A: Resumes

A.1 [REDACTED] – Senior Partner

Key expertise and experience

[REDACTED] is a Senior Partner with over 14 years of experience designing, developing, and implementing solutions for a diverse group of clients in the higher education, public, and social sectors. Since joining the firm in 2001, he has worked with senior-level executives on strategic planning, new organization building, workforce development, economic development, and organizational and operational effectiveness and efficiency.

[REDACTED] has co-authored white papers and articles on higher education (*“How higher education institutions can transform themselves using advanced analytics”*), workforce development (*“Creating an effective workforce system for the new economy”*), economic development (*“Making it in America: Revitalizing US Manufacturing”*), cities and infrastructure (*“Urban World: Meeting the Demographic Challenge”*; *“Improving infrastructure outcomes through better capital allocation”*). He has also been published in the Stanford Social Innovation Review and in the Federal Reserve Bank of San Francisco’s Community Development Investment Review. Prior to joining McKinsey, [REDACTED] led the development of economic development initiatives for the New York City Economic Development Corporation and worked for the United Nations on international conflict issues.

Relevant Experience:

- [REDACTED] – **Strategic Plan Development.** Led a strategic planning process working closely with university leadership to develop specific strategic aspirations, goals, targets, and initiatives spanning a broad range of priority areas (e.g., affordability, access, teaching, student success, research, and operational excellence). As a result, the team developed a holistic 10-year financial plan, including budget implications for strategic initiatives.
- [REDACTED] – **Administrative Operations Excellence.** Led an administrative cost savings program that investigated cost and revenue opportunities across numerous administrative shared services (procurement, finance, HR, IT, facilities, enrollment management, and fleet). The joint University-McKinsey team assessed the University’s administrative operating model against peers and best practices, and successfully identified over \$300M in savings or new revenue opportunity.
- **Top 20 Private University – 10-Year Strategic Framework.** Led development of a 10-year, university-wide strategy to advance the University’s eminence. Developed 10 strategic goals and 60 initiatives spanning research, teaching, student life, and community engagement, with 40 metrics and targets to measure success.
- [REDACTED] – **Cost Diagnostic.** Worked to diagnose over \$150M in operational effectiveness and efficiency opportunities for one of the largest urban university systems. This freed up resources for Board investment in strategic priorities while also improving quality of service delivered to students, faculty, and staff.
- **Major US State – Economic and Workforce Development.** Partnered with the Governor of a major US State to help the state prepare for the economy of the future. Identified trends that will have material impact on the state’s economy, areas of economic strength as well as challenges to address, and developed strategies to address these challenges. Strategies include a systemic redesign of training and workforce development infrastructure across multiple agencies, universities, and private companies.
- [REDACTED] **Online Education Initiative.** Led McKinsey’s effort to develop a comprehensive stakeholder outreach approach (employers,

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current students, prospective students, university administrators, and faculty through multiple channels, including facilitated in-person sessions); design a process to support applications for inaugural program offerings (including the “how-to” guides to integrate the new approach into existing programs); and drive the design of new business components to support the launch of the new online education models.

- **Shared Services and Operational Efficiency Program.** Led a team that conducted a comprehensive assessment of the university system and identified over \$100 million in savings opportunities through the implementation of a new shared services model focused on procurement and IT consolidation.

Education:

Institution	Degree	Year
Columbia University Law School	J.D.	2007
Harvard University	A.B., Social Studies, magna cum laude	2001

Work History:

Employer	Role	Years
McKinsey & Company	Partner	2007-present. 2001-2003
New York City Economic Development Corporation	Project Manager	2004-2004
United Nations	Associate Program Officer	2003-2004

A.2 [REDACTED] – Senior Partner**Key expertise and experience**

[REDACTED] is a Senior Partner and Managing Partner of McKinsey's Washington D.C. office, a global leader of the Public Sector Practice, and a leader in the North America Organization Practice. [REDACTED] is an experienced facilitator with an exceptional ability to help clients successfully plan and navigate transformational change. Recently [REDACTED] has led our transformation work with a cohort of 40+ HBCUs to assess and improve across a spectrum of academic and operational functional areas. She specializes in organizational design, workforce strategy including HR excellence, training and leadership capability building, process improvement, and transformation initiatives across the public, private, and non-profit sectors. [REDACTED] is also a board member of the Greater Washington Partnership (GWP) which brings together leaders from across the region who have collectively committed to catalyzing equitable economic solutions.

[REDACTED] has worked with a broad spectrum of government organizations and private sector companies. As the creator of McKinsey's TSAT, an innovative method for performing a diagnostic of the health of an organization's talent processes, [REDACTED] is called on by leaders of large, complex organizations to help them reimagine, redesign, and build their workforce of tomorrow through effective engagement and shared services implementation. The TSAT has enabled hundreds of institutions to optimize their talent processes

Relevant Experience:

- **[REDACTED] Agency –Design and implementation of a new field organization.** Helped design a new, post-9/11 organizational model and supported a fundamental cultural shift that reached more than 15,000 field office employees. Conducted analysis and built a model that combined three distinct methodologies to determine the range of resources needed by office: (1) top-down estimation of demand and workload required; (2) bottom-up mapping of organizational resources at the field office level; and (3) benchmarking of core activities across all field offices to identify "best-in-class." Worked with the client project team leaders to roll out the models to the entire field, offering knowledge transfer for field staff across offices. The client improved its organizational effectiveness and now has a set of standard platforms for roles and resource guidelines, which drive a simplified and streamlined set of training requirements and increased interoperability across field offices.
- **[REDACTED] Agency – Support function business models.** Supported team in benchmarking efficiency and effectiveness of support functions across Finance, IT, and HR and exploring operating model options for providing services to component agencies.
- **[REDACTED] Organization Design.** [REDACTED] led an engagement to design a "super office" construct at [REDACTED] to incorporate a total product life cycle approach to the organization. The work included designing organization structures, processes and roles and responsibilities.
- **[REDACTED] Organizational Assessment.** Supported an organizational assessment of the City's top team, including building a detailed fact base through interviews and focus groups. Helped design key roles, consider new reporting structures, and draft new processes, plus engaged in senior team workshops to engage in strategic planning and ideation

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- **[REDACTED] Agency, Workforce Planning.** [REDACTED] led a team that developed a detailed workforce planning model for the grant-making components of the agency. The team identified capability gaps and developed strategies to address the gaps and metrics to measure progress.
- **[REDACTED] – Human capital strategy.** Led a team that developed a plan to transform the human capital strategy for a [REDACTED] Agency including operations plans across multiple organizational components. The team also developed a portfolio of initiatives approach to prioritize early actions and operationalize the strategy, as well as balanced scorecards to monitor progress, manage performance changes as needed, and help ensure timely implementation.
- **[REDACTED] of Tomorrow Human Capital Transformation.** Led a Task Force to improve human capital processes at the [REDACTED] including recruiting, hiring, training, performance management and leadership development. Recommendations included a streamlined leadership competency model and improved leadership development and training programs.
- **[REDACTED] – Reimagine Hiring Pilot support.** Led a team supporting improvement of hiring process at [REDACTED] Including process improvements and performance management of metrics such as time to hire, candidate and hiring manager satisfaction.
- **Shared services centers of excellence (COEs) –Home Improvement Retailer.** Co-led an effort to benchmark HR efficiency and effectiveness, including assessing and documenting the costs, timing, accuracy, and customer satisfaction of current operations. The benchmarking revealed an opportunity to streamline in-store HR operations. Designed a plan to consolidate transactional functions in shared services and provide many strategic functions through a shared regional COE model. Developed the “to-be” vision for the COEs, a pilot program, and roadmap for implementation including a business case for the changes.
- **Major global media and entertainment company, human capital function.** [REDACTED] led an effort to strengthen the HR function for a global media company. This included benchmarking efficiency and effectiveness of the HR function, as well as recommending improvements including organization design and support models across talent management, compensation and benefits, and systems and shared services.
- **[REDACTED] –Organization and Process Redesign for HQ Operations.** Led the redesign of the headquarters (HQ) operations organization and developed an initial process reengineering proof to align processes with the redesigned organization. Redesigned the finance, IT, and HR functions as part of aggregating service activities into a high quality, higher efficiency shared services organization. Identified the new capabilities and processes required to successfully implement the new structure, and piloted end-to-end process redesigns with two core business processes. Clarified core scientific/technical programs’ shared expectations of operations. Created a detailed implementation plan and process redesign playbook for operations leaders to use to continue the transformation.
- **Private sector real estate developer – Work Analysis.** Led a team supporting impacts of regional workforce and talent supply and demand and future of work analyses, as well as financial implications on investment strategy for an ‘innovation district’.

Security Clearance

[REDACTED] – Tier 5 investigation

Education:

McKinsey
& Company

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Institution	Degree	Year
Duke University	Ph.D., Biochemistry	1999
North Carolina State University	Bachelor of Science, Biochemistry	1994

Work History:

Employer	Role	Years
McKinsey & Company	Senior Partner	2005-present. 2001-2003
American Association for the Advancement of Science	Science Police Fellow	09/2004 to 08/ 2005
National Institutes of Health	Post-Doctoral Fellow	09/2001 to 06/2004
American Cancer Society	Post-Doctoral Fellow	03/1999 to 08/2001

A.3 [REDACTED] – Partner**Key expertise and experience**

[REDACTED] is a Partner based in McKinsey's Washington D.C. office. He is a leader in McKinsey's Social, Healthcare and Public Sector Practice with a deep focus on serving Higher Education institutions leaders on strategy and performance improvement programs. [REDACTED] also co-leads McKinsey's Higher Education Equity Service Line where he has been developing a perspective on how to increase access and ensure completion for 50+M adults that could benefit from higher education.

Relevant Experience:

- **Public 4-year University – Performance Improvement.** Assessed performance of the university, supported the leadership team to set 5-year and 10-year aspirations. Supported the implementation to a strategic initiative – acquisition of a university. 60% of the synergies included administrative functions improvements.
- **Private AAU – Strategic Review.** Supported the President and leadership team with a strategic review – conducting diligence of current strategic initiatives in the context of rapidly evolving macro trends.
- **Private R1 University – Performance Improvement.** Supported the cabinet and leadership team with an end-to-end diagnostic of the university's performance across student success, financial, and organizational health dimensions. Developed a 5-year improvement program which will deliver improved student outcomes, cost savings, and \$100M annual run-rate impact.
- **HBCU - COVID-19 Response.** Supported a review the impact of the COVID-19 pandemic on critical business functions across 15 small and medium sized public universities, and rapidly developed their capabilities to respond
- **Historically Black Colleges and Universities (HBCUs) – Higher Education Transformation.** Designed and supported the implementation of a transformation program for several HBCUs.
- **Higher Education Company – M&A.** Supported a Higher Education company with an acquisition of a private university to deliver synergies of \$60M run rate.
- **US States – COVID-19 Response.** Supported two state governments with their COVID-19 pandemic response. The support primarily focused on developing approaches for safe reopening of education system and unlocking PPE supply chains to safeguard lives and livelihoods.
- **Economic Development.** US State and Local Government. Developed the 5-year economic development and workforce strategy for one of the largest and fastest growing cities in the US.
- **Education Sector Client – Data Strategy.** Supported a client develop a data strategy and rollout a new and agile operating model to increase the use of data in sector performance and policy making.

Education:

Institution	Degree	Year
University of Stellenbosch, Cape Town, South Africa	M.B.A.	2010
Nelson R Mandela School of Medicine, Durban, South Africa	M.D.	2001-2005

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Work History:

Employer	Role	Years
McKinsey & Company	Partner	2010 -present
Novartis Pharmaceuticals	Medical Manager	2009-2010
Department of Health	Medical Doctor	2006-2008

A.4 [REDACTED] – Associate Partner**Key expertise and experience**

[REDACTED] is an Associate Partner in McKinsey's Denver office, where his work centers around higher education and transformational change. [REDACTED] leads the McKinsey Education Practice's Transformation Service Line, where he has served numerous public and private universities on institution-wide, online, and college-level strategy and execution. He has advised higher education institutions on to improve a multitude of functional areas including enrollment, retention & student success, value proposition, program portfolio, financial management, auxiliary revenue, and career success.

Relevant Experience:

- 15+ public and 20+ private Minority Serving Institutions – Transformation Effort. Led a multi-year cohort transformation effort across 15+ public and 20+ private Minority Serving Institutions through assessments of various university functions such as enrollment, value proposition, and financial management to identify gaps, perform vision-setting, ideate, and prioritize initiatives. Then collaborated with university team members to design 300+ initiatives and set up the performance infrastructure needed to implement and sustain the impact.
- Higher Education Public Research Institution – Strategic Planning. Designed a 10-year strategic plan for a 40K+ student and \$1.5B+ annual budget higher education public research institution then developed 100+ initiatives to achieve the goals of the strategic plan and established/ trained/ supported an implementation office to realize the impact; impact included growing access for Pell-Eligible recipients by 20+%, research funding by 10% (\$65M), and rankings by 27 places over 2 years.
- Flagship Public Institution – Budget Support. Led a 35K+ student and \$1B+ annual budget higher education flagship public institution in developing and executing a holistic transformation that yielded over \$120M in recurring revenue; impact included delivering 5% growth in Freshman enrolment in the first year of the transformation.

Education:

Institution	Degree	Year
Northwestern Pritzker School of Law	J.D.	2015
Northwestern Kellogg School of Business	M.B.A.	2015
California Polytechnic University - San Luis Obispo.	B.S. in Finance, Accounting, and International Management	2007

Work History:

Employer	Role	Years
McKinsey & Company	Associate Partner	2016 -present.
Price Waterhouse Coopers	6 years of experience advising technology companies on strategy and transformational change.	2007 - 2012

A.5 [REDACTED] – Senior Expert**Key expertise and experience**

[REDACTED] is a Senior Expert at McKinsey. As a core member of the Higher Education Practice and the Administrative Operations Practice, [REDACTED] has served clients in higher education, healthcare, and retail on several topics related to administrative excellence and organizational restructuring. He has deep experience in leading process improvements and transformations. His client work has included the design and development of a new HR function strategy and organization structure for a research-focused healthcare company, an operational excellence initiative for an R1 university, a new operating model in finance, lean management implementation in finance, implementation of an online education strategy, identification of process redundancies and waste, and diagnosing opportunities for improvements in quality and efficiency in support functions across a network of semi-autonomous organizations.

Much of [REDACTED] work has supported major change initiatives in large, complex organizations and, as such, he has developed a specialization in design and execution of change management communications and project management. [REDACTED] also has advised a variety of public and private sector clients on organizational redesign, marketing/enrollment, and competitive strategy.

Relevant Experience:

- **[REDACTED] – HR Transformation.** Led McKinsey's support of [REDACTED] in the Transformation of its HR Function. As Tech continues a period of tremendous growth, it needs an HR function that can deliver responsive, nimble support with a clear partnership mindset. [REDACTED] and the McKinsey team worked closely with the CHRO and a series of leaders inside and outside of [REDACTED] to design a new HR organization structure, a competency model and career path structure that focus on organizational readiness for [REDACTED] future needs, particularly as transactional activity is shifted to a new shared services center.
- **[REDACTED] – Administrative Transformation.** Led McKinsey's support of an administrative transformation at [REDACTED] an elite professional military education organization within the [REDACTED]. After years of budget challenges and leadership changes, [REDACTED] faced significant challenges in basic administrative functions to support its critical mission. We engaged all relevant stakeholders, including senior [REDACTED] leadership, faculty, and staff, to complete an analysis of [REDACTED] organization structure, operating model, culture, and workflow processes. We then developed a set of recommended options that [REDACTED] could pursue to make transformational improvements in critical functions like talent sourcing, performance management, facilities, as well as execute steps to building a more positive and inclusive culture. [REDACTED] is currently at the beginning stages of executing the operational plan that McKinsey developed as a part of its work.
- **[REDACTED] Online Education Strategy.** [REDACTED] asked McKinsey to develop a long-term vision and new business models to improve and expand access to education for [REDACTED]. [REDACTED] sought to improve access, quality, and cost effectiveness for learners everywhere in New York State and beyond through "[REDACTED]," the University's new online learning ecosystem. [REDACTED] assisted in the McKinsey's effort to (i) develop a comprehensive stakeholder engagement approach (employers, current students, prospective students, university administrators, and faculty through multiple channels, including facilitated in-person sessions) (ii) design an operational and transition plan to support applications for inaugural program offerings (including the "how-to" guides to integrate the new approach into existing programs) and (iii) drive the design of new business frameworks to support the launch of the new online education models.

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- **[REDACTED] – Administrative Excellence & Hiring Improvement Transformation.** Led McKinsey's support of an administrative operations transformation (focusing on HR, Finance and Research Administration) as the university aimed to improve its operating model through process redesign to accelerate their overall performance and increase employee satisfaction. The work included a comprehensive analysis of internal challenges and review of talent sourcing strategies, resource allocation, workflow processes and familiarization with all onboarding system functions and configurations. Managed five client teams that met to identify pain points, redesign processes, pilot & test new processes, and scale solutions across the university. One of the initiatives rapidly improved hiring time by 50% across the entire university in fewer than 6 months.
- **[REDACTED] – HR Excellence.** Supported the Top-25 Research University in a discovery process to uncover internal challenges and opportunities facing employees through a series of surveys, targeted focus groups, ideation workshops, and steering committee meetings with all relevant stakeholders, including university leaders, department leaders, and a cross-section of employees. The effort led to developing and launching new onboarding processes and employee relations processes that could address the university's new way of working, complexity, and risk management. [REDACTED] and the team gathered major Future of Work, higher education, workplace, and trends from other sectors influencing employee journeys; mapped current state journeys and brainstormed new ideas to address challenges; determined high ROI areas to improve (e.g., onboarding and employee relations) and designed transition plans for process redesign; identified pilot sites to test minimum viable product with 2-3 groups/units; collected feedback and iterated design with key metric tracking to highlight impact; Built an implementation plan, change management plan, and capability building program to transition ownership of scaling plan to client team. As a result of this effort, the team developed and launched a new Employee onboarding process redesign that improved the experience for in-person, remote, and hybrid employees and showed the university that HR can make transformational changes quickly co-creating with employees. They developed detailed employee journeys and stakeholder alignment for ~13 major initiatives to improve employee experience across the University; developed and launched a new Employee relations blueprint/playbook that detailed the roles and responsibilities and new policies to prevent common concerns from arising; Identified \$150M+ in potential cost savings & cost avoidance; and established proactive change management & communications plan through targeted messaging, process redesigns, and strategic communications plan to reach employees and leaders across units and schools.
- **[REDACTED] – Administrative Diagnostic.** Conducted a cross-functional diagnostic of cost and service quality opportunities across capital projects and facilities management, administrative functions (Finance, IT, HR, Enrollment), and procurement. Identified \$150M+ in annual savings impact through identification of process redundancies and waste and process redesign.
- **[REDACTED] – Central Administration Strategy.** Developed a set of recommended options and an implementation and transition plan for a public university system for process redesign and operating model improvements within the central administration. Conducted internal and external research to identify challenges in the current structure and provide insights on lessons learned from other relevant initiatives.
- **[REDACTED] – Administrative Excellence.** Led the shared services portion of an administrative cost savings program at [REDACTED] that investigated cost and revenue opportunities across administrative operations: procurement, finance, HR, IT, facilities, enrollment management, and fleet. The joint [REDACTED] and McKinsey team conducted a current state assessment of [REDACTED] administrative operating model against peers, industry benchmarks and best practice, and identified >\$300M in savings or new revenue opportunity.

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- **Major US State – Economic and Workforce Development.** Partnered with the Governor of a major US State to help the state prepare for the Future of Work. Identified drivers that will have material impact on the state's economy, areas of economic strength as well as challenges to address, and developed strategies to address these challenges. Strategies include a systemic redesign of training and workforce development infrastructure across the corporate, state, and federal sectors.
- **Higher Education Organization – Transformational Change.** Led the senior leaders of a large private higher education organization through a fundamental strategic planning process and organizational restructuring effort to take full advantage of the collective assets and expertise of the organization in the face of a challenging and rapidly changing climate.
- **██████ – Administrative Shared Services Strategy.** Served as a core member of the McKinsey team to build the business case for shared services across ██████ campuses to improve quality of services and achieve cost savings. ██████ identified and sized the opportunity for shared services across a wide range of constituencies including procurement, HR, and facilities. He designed an implementation plan to garner support from campus leaders and achieve quick wins that would help fund the longer-term changes to be implemented.

Education:

Institution	Degree	Year
New York University, Stern School of Business	M.B.A.	2011
Yale University	B.S., Mathematics and Physics	2003

Work History:

Employer	Role	Years
McKinsey & Company	Expert	2012-present
MCC Theater	General Manager	2007-2012
Edge Theater	General Manager	2004-2007

A.6 [REDACTED] – Expert, Diversity, Equity, and Inclusion

Key expertise and experience

- Experience leading process improvements and transformations across major higher educational institutions that included developing detailed operational and transition plans and scaling across the universities to achieve administrative excellence
- Led multiple cross-functional teams to identify operational challenges and create solutions based on lean operations principles –identifying \$2M+ of opportunities

Led McKinsey Institute for Black Economic Mobility research on the Future of Work and disparate impacts on under-represented populations

[REDACTED] is a Partner in McKinsey's New Jersey office. Over his tenure at McKinsey, [REDACTED] has helped several private and social sector clients identify opportunities for performance improvement and transform their organization and operations to accelerate towards their goals. Prior to joining McKinsey, [REDACTED] worked for Teach for America as the Director of Growth, Development and Partnerships where he helped launch two Teach for America offices (one in Cleveland, one in Cincinnati).

Relevant Experience:

- **Network of Large and Medium-Size HBCUs – COVID-19 Response and Operations.** Led the team to support 30+ minority serving universities on crisis response, financial scenario planning, use of technology, and quick implementation of high-value efficiency and cost reduction analysis and implementation.
- [REDACTED] – **Administrative Excellence & Hiring Improvement Transformation.** Led the first and second phase of an administrative operational and transition plan (focusing on HR, Finance and Research Administration) as the university aimed to improve operations through process redesign to accelerate their overall performance and increase employee satisfaction. Supported a current-state assessment and diagnostic of operations and review of talent sourcing practices, resources, process flows and familiarization with all onboarding system functions and configurations. Managed five client teams that met to analyze internal challenges, build out a detailed implementation and transition plan, and execute the plan across the university. One of the initiatives improved hiring times by 50% in <6 months.
- **Northeast State Department of Health and Human Services – IT Operations Transformation.** Led the team that implemented several operational improvements that reduced the backlog for the Department's Medicaid and other program applications/recertifications by nearly 50% in 6 weeks through administrative excellence and efficiency methods and provided consultative support to a longer-term IT transformation to increase transparency and innovation with Commissioner of Health and Human Services.
- [REDACTED] – **10-Year Strategy.** Led the team that performed detailed quantitative and qualitative analysis and provided recommended options for a strategy for this university to solidify its Top 50 status (according to US News and World Report) and build prestige within the higher education landscape. The work included an analysis of all major aspects of the university, including an assessment of the existing employee base, interviews with all key stakeholders across the university, and compared the results with industry standards and benchmarks using McKinsey's proprietary Higher Education index. The team developed a set of recommended options for moving forward for the leadership of the university and provided consultative support by facilitating working groups to implement the strategy and enhance change management.

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- **McKinsey Institute for Black Economic Mobility.** Led research on racial disparities in wealth and the impacts of rapid technological change, and strategies to upskill and reskill the black workforce. He is the co-author the recent McKinsey reports entitled “COVID-19: Investing in black lives and livelihoods,” “The economic impact of closing the racial wealth gap,” and “The future of work in black America.” This research now forms the base for McKinsey’s newly formed Institute for Black Economic Mobility focused on inspiring, empowering, accelerating, and sustaining action that leads to the socioeconomic development of Black communities across the globe.

Education:

Institution	Degree	Year
Harvard University	M.B.A., Business Management	2017
Harvard University	M.P.P., Business and Government Policy	2017
Case Western Reserve University	B.S., Finance	2010

Work History:

Employer	Role	Years
McKinsey & Company	Partner	2017-present
Teach For America	Director, Growth, Development and Partnerships – Ohio Region	2010-2012

A.7 [REDACTED] – Expert Associate Partner**Key expertise and experience**

[REDACTED] Serves education and public sector clients on a variety of strategy and transformation issues related to higher education, workforce, and student success [REDACTED]

Relevant Experience:

- **Undergraduate Experience Advisory Council - University fundraising.** Served as a primary liaison for 40+ donors on the Undergraduate Experience Advisory Council and planned annual advancement engagement weekend. Cultivated interest in university and student life fundraising priorities, resulting in gifts from council members ranging from a residence hall (\$20M) to financial aid and student enrichment (\$20M), to new residential chapel (\$1.5M gift), and internship endowments (\$1.5M gift).
- **University Undergraduate Experience Advisory Council – Leadership Support.** Supported divisional leadership experience. Led Division of Student Affairs spanning five areas and served as university's senior student affairs officer supporting 12,600 students with over 225 full-time staff and \$355M+ in annual university budget. Ensured the quality and efficiency of over a dozen service departments supporting the development, health, and well-being of students. Stewarded by [REDACTED] distinctive undergraduate residential, student center, and health facilities operations and renewal. Primary contact for areas of student crisis response, including university's COVID-10 response.
- **Large University - Strategy Support. Founded University's Office of Strategic Planning and institutional research.** Facilitated process for adoption of university-wide strategic plan under leadership of the president including engaging each academic department, recruiting, and training campus facilitators to gather strategic themes from donors, creating campus-wide communication, and drafting of strategic plan, which served as foundational priorities for resulting \$5 billion capital campaign. Performed comparative and internal strategic analysis, designed and prepared annual institutions metrics to inform executive decision-making and regularly distributed to board of trustees. Oversaw and analyzed external reporting to U.S. Department of Education and rankings agencies.

Education:

Institution	Degree	Year
University of Notre Dame	B.B.A. (Accounting)	1997
Harvard Law School	J.D.(Law)	2002

Work History:

Employer	Role	Years
McKinsey	Expert Associate Partner	2021 – Present. 1997 – 2005
The University of Notre Dame	Senior administration	16
The University of Notre Dame	Vice President for Student Affairs	9
The University of Notre Dame	Inaugural leader of Notre Dame's strategic planning and institutional research office	9

A.8 [REDACTED] – Expert in Workforce Development**Key expertise and experience**

- Expertise in future of work (Higher Education, Workforce Development), education technology (distance learning, artificial intelligence, AR/VR), and strategic planning engagements for education institutions
- Supported MGI's research on the Future of Work
- Works with Higher Education institutions, States, nonprofits, and philanthropic organizations to help learners prepare for the future

Supported the development of online and in-person training programs

[REDACTED] is a Partner in the Silicon Valley office, where he supports public sector and private sector organizations to improve outcomes for learners and workers. [REDACTED] has worked with nonprofits, States, agencies, collaboratives, and companies on the topics of Education, Workforce Development, Economic Development, and strategic planning. [REDACTED] has also supported MGI's research on the Future of Work and its implications on jobs, skills, and wages.

Relevant Experience:

- **[REDACTED] Work Initiative.** Supported [REDACTED] as part of the McKinsey team that helped design a program to address labor market imbalances. Helped design and build [REDACTED] to Work, a suite of analytics-driven career matching tools, both to respond to the crisis at hand as well as shore up tech and industry 4.0 talent to better prepare workers in the state for jobs of the future.
- **Top 5 State – Statewide Workforce Development and Education Strategic Plan.** [REDACTED] led McKinsey's work in partnership with a nonprofit to support a large US State to develop a strategic roadmap to improve outcomes for all learners and workers. This involved setting the State's future vision, building an evidence base that identified major challenges across regions and sectors, prioritizing initiatives to pursue, and developing a strategic plan. This work required exploring the impact of emerging trends including the impact of automation, independent workers, and the gig economy.
- **Large US Region – Strategic Plan for Regional Collaborative of Community Colleges.** [REDACTED] led work with a collaborative of 19 Community Colleges in a large US region to develop a strategic plan and roadmap to reinvent their value proposition for learners preparing themselves for the future of work.
- **US State – Statewide Economic Development Plan.** [REDACTED] led McKinsey's work with a State to develop an economic Blueprint for the State for the next 10 years. The work involved exploring solutions to address economic and people-related challenges in the State.
- **Large Education Nonprofit – Growth Strategy.** [REDACTED] led McKinsey's work in developing a comprehensive growth strategy for an education nonprofit focused on improving equity and quality in education. The work involved looking at 30+ education markets (including early childhood education), identifying 50+ potential strategic initiatives, and the development of a strategic plan that balanced near and long-term priorities. Ultimately the new strategy can help more than 15 million learners and teachers annually around the world.
- **Top 5 State – Work-Based Learning Programs in Allied Healthcare Space.** Development and launch of work-based learning programs in allied healthcare space. [REDACTED] led McKinsey's work to help a partnership of Unions, Employers, and Higher

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Education institutions launch new apprenticeship programs in the allied healthcare field for a top 5 State and obtain \$100M+ in funding. Work involved a statewide supply-demand analysis, stakeholder surveys and focus groups, and the development of a strategic plan to launch three programs that can train 10,000+ learners annually.

Education:

Institution	Degree	Year
Massachusetts Institute of Technology	M.B.A.	2014
Carnegie Mellon University	B.S., Electrical and Computer Engineering	2010

Work History:

Employer	Role	Years
McKinsey & Company	Partner	2014-present
Microsoft	Program Manager	2009-2012

A.9 [REDACTED] – Partner, Leader of Education Practice

Key expertise and experience

- Leader in McKinsey's Education Practice with a special focus on Education technology, Education system strategy
- Expertise in human capital in education, and in developing sustainable organizational and business models for organizations
- Led implementation and change management programs in higher education institutions

[REDACTED] is a Partner in the Washington, D.C. office of McKinsey, and is a leader in our Education Practice. [REDACTED] work in education straddles the public, private, and non-profit sectors, and spans both K-12 and higher education. He has served national, state, and local education systems, major educational publishing companies, and both large and small non-profit organizations that focus on the education space. In particular, he has developed deep expertise in the areas of education technology, human capital in education, and in developing sustainable organizational and business models for organizations that straddle the public and private sectors in the education space. Prior to joining McKinsey, [REDACTED] taught middle school science in the District of Columbia Public Schools.

Relevant Experience:

- **Network of technical and vocational colleges - Online and hybrid programs.** Led work with a national system of technical and vocational colleges to create new delivery models that include online and hybrid programs to expand access and increase quality of educational experiences. To date, over 50,000 students have benefited from these enhanced models.
- **Health education provider in the US – Growth Strategy.** [REDACTED] led a growth strategy for a tertiary health education provider in the US which focused on the selection of new geographic markets, academic programs, and delivery models for additional investment and growth.
- **Non-Profit K-12 - Education technology.** [REDACTED] led our work on designing and standing up a new non-profit in the K-12 education technology space. We supported two major US foundations in developing the sustainable organization, governance, and business model for a K-12 education database and application platform non-profit in the US. We have also supported this new organization as it transitioned from a project of the two foundations to an independent 501(c)3 and continue to support the organization as it establishes itself as a transformative new player in the education market.
- **[REDACTED] Commission.** [REDACTED] led our work with the [REDACTED] Commission, a public commission sponsored by the US Secretary of Education and Chairman of the FCC, to create a national blueprint for improving and increasing the use of technology in K-12 education. In this work, we conducted a broad scan to understand the landscape of how technology is being used to improve teaching and learning in K-12 education in the US, described the barriers exist to increasing adoption of these technologies, and developed a national blueprint of what must be done to overcome these barriers and drive adoption of technology in US schools. The output of our work has helped the Commission gain significant traction in Washington for their core recommendations.
- **US Foundation - Teacher preparation strategy.** [REDACTED] helped a major US foundation develop a fact base of the teacher preparation market in the US and a recommended investment strategy to catalyze change in the space. He analyzed the preparation space

from attracting candidates to the profession, through the program and regulatory factors that contribute to preparation quality, and into the way new teachers are supported in their first few years in the classroom and developed investment recommendations to improve each step in the journey.

- **Network of state higher education systems** - Education Delivery Institute (EDI). [REDACTED] supported the development and initial implementation of the Education Delivery Institute (EDI), an organization dedicated to driving best practice implementation of strategic initiatives in a network of state higher education systems. During [REDACTED] work here, he helped develop systems and structures to drive effective implementation and performance management of initiatives in public higher education systems. This included defining the roles, responsibilities, and capabilities of staff required to drive this work in state higher education systems, as well as a support model for the EDI to support them in this work. The EDI continues to drive significant change in a network of 10 state higher education systems.

Education

Institution	Degree	Graduated
American University	M.A. Teaching	2007
Columbia University	M.A. Physics and Philosophy	2005
University of Delaware	B.S. Biochemistry	2004

Work History

Employer	Role	Date
McKinsey & Company	Partner	2008 – present
District of Columbia Public Schools	Teacher	2006 – 2008

A.10 [REDACTED] – Expert Associate Partner**Key expertise and experience**

[REDACTED] brings over 10 years of education and government leadership experience to the firm. Mostly recently, [REDACTED] served as the Deputy Secretary of Higher Education for the State of New Jersey under Governor Phil Murphy. During her tenure she led the state's postsecondary COVID-19 response and recovery efforts at the height of the pandemic as the Acting Secretary. Before working with colleges and universities, [REDACTED] began her career as an early childhood education teacher and has remained dedicated to the art of pedagogy since.

As a leader in McKinsey & Company's Social sector, Healthcare and Public sector Entities (SHaPE) where she supports leaders – Government and Higher Education – deliver on ambitious programs, [REDACTED] also brings experience in postsecondary finance, workforce development and economic development.

Relevant Experience:

- **Federal Agency – Budget Allocations.** Led an agency of 21 legal, senior leadership, HR, operations, policy, and communications staff in the allocation of a \$2.1B portfolio to colleges and universities within target programs
- **70+ Institutions – COVID Transitions.** Provided leadership during the COVID-19 pandemic, created state directives in line with public health policy, guided 70+ institutions in the transition to compliant layouts, and coordinated the reopening process
- **Federal Agencies – Budget Allocations.** Coordinated the allocation of over \$200M in federal aid funds within rapid timelines to support COVID- 19 recovery, developed distribution methodologies, and ensured an equitable restart across the state
- **Large State – Strategy Support.** Developed statewide strategies for talent development, higher education, sector-based workforce development, research, and commercialization in coordination with the Office of the Governor, Economic Development Authority, Department of Labor, and Office of Innovation
- **Large School – Portfolio Migration.** Oversaw the long-term migration of a \$35M portfolio to an outcomes-based funding model for the allocation of postsecondary operating aid, built out requirements for diversity, equity, enrollment, and student success, and established KPIs on a hand-selected team
- **Large State – Higher Education Planning.** Developed the State Plan for Higher Education in coordination with the team, establishing a set of progressive, student-focused policies set to transform the state of postsecondary education within 5-7 years, creating a fundamental vision for a student bill of rights, and crafting a roadmap for execution
- **Large State – R&D Coordination.** Oversaw the development of strategies to bolster statewide R&D and commercialization activity, coalition-building with the Commission on Science, Innovation, and Technology, employers, and academic partners, and workshopped funding strategies to expedite the process

Education:

Institution	Degree or Certification	Graduated/ Received
Rutgers, the State University of New Jersey	B.A.	2007
Rutgers, the State University of New Jersey	M.Ed.	2016

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Work History:

Employer	Role	Date
McKinsey & Company	Expert Associate Partner	2021 -present
State of New Jersey	Deputy Secretary of Higher Education	2018-2021
State of New Jersey	Acting Secretary of Higher Education	Jul 20 - Nov 20

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Appendix B: Small Business Subcontracting Plan (VIII. & XIII.A.1.b)



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

ATTACHMENT A SMALL BUSINESS SUBCONTRACTING PLAN TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: McKinsey & Company Inc. Washington DC

Preparer Name: Todd Wintner, Partner Date: 10/26/2022

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1	<u>[REDACTED]</u>	SBSD Cert #:	<u>[REDACTED]</u>
Company Name:	<u>[REDACTED]</u>	SBSD Certification:	<u>Jul 16, 2018</u>
Contact Name:	<u>[REDACTED]</u>	Contact Email:	<u>[REDACTED]</u>
Contact Phone:	<u>[REDACTED]</u>	Contact Address:	<u>[REDACTED]</u>
Value % or \$ (Initial Term):	<u>5%</u>		
Description of Work:	<u>General Management Consulting</u>		

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Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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

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Appendix C: Exceptions to Attachments B and C



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

Commented [A1]: The Contractor does not believe that credit reports are necessary given the scope of work to be performed under this Contract and the information provided in GMU's [Background Investigations FAQ](#)

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 and the Contractor's inability to cure such failure within a minimum of seven (7) business days from receipt of the written notification, 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@emu.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

Commented [A2]: The Contractor feels it fair and reasonable to establish a defined minimum cure period to correct any failures in the unlikely event of contract default. In doing so, cure periods have historically promoted economic efficiency by leveraging the resources already mobilized on the engagement that possess the historical knowledge and understanding to cure any deficiencies more quickly and efficiently.

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@emu.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~~ the Contractor's commercial pricing, terms and conditions applicable at the time of procurement

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 (the "Indemnitees") from any third-party claims, damages and actions of any kind or nature, whether at law or in equity, to the extent they are determined by a final, non-appealable order or arbitral award to have resulted from 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's on the materials, goods or equipment delivered negligent performance of this Contract. Except for the Contractor's gross negligence or willful misconduct, the Contractor's liability to the Indemnitees related to this Contract is limited to no more than the total amount of fees paid to the Contractor by Mason under this Contract. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

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.emu.edu>, under Policies and Procedures

Commented [A3]: Our ability to offer discounts and deviate from our standard commercial pricing practices is subject to internal policies. Such deviations are carefully reviewed on a case-by-case basis and we may be able to offer discounts for individual purchase orders. We would be excited to work with Mason to evaluate best possible pricing scenarios for new offerings at the purchase order level, based on the specific scope of work. We are confident in our ability to ensure Mason achieves distinctive, lasting, and substantial improvements in their performance and to help Mason succeed in delivering on its mission objectives. We are committed to offering the best value for any newly offered services under all engagements, particularly considering the high level of expertise and skills needed for this effort, while remaining compliant with firm policies and procedures

Commented [A4]: As consultants providing academic and business consulting services, the Contractors are not able to implement their recommendations or act on behalf of Mason. While Contractors performing consulting work under this Contract will make every reasonable effort to ensure that there are opportunities for significant benefits in each engagement and that there are no insurmountable barriers to achieving such benefits, Mason maintains inherent control over its use of the services and deliverables where the damages related thereto are effectively borne from the University and the University is positioned to mitigate losses and liabilities related to such use. Thus, it is assessed that the Contractor's reasonable obligations with respect to Mason's use of the deliverables are appropriately outlined in the first paragraph of Section CC of this Contract and the indemnification requirements outlined in this clause are revised to commercially standard covered events

In addition, the revisions seek to limit indemnification obligations to third-party claims. Any claims by the parties to the Contract are covered by the Contract itself rather than a separate indemnification obligation. Lastly, the edits also propose a limitation of liability. The Contractor's gross negligence or willful misconduct are a carveout from the proposed limitation of liability as such actions are assessed as egregious actions and unreasonable to subject to a liability cap. Any remaining losses are assessed as measurable, and a commercially reasonable limitation of liability has been proposed in the context of this Contract

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-included as an~~ additional insureds.

- 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 ~~Upon payment in full of Contractor's fees, Mason will own all reports, work products, goods, products, materials, documents, reports, writings, video images, photographs or papers, and other deliverables prepared for and furnished to Mason by the Contractor in connection with its performance of this Contract (the "Deliverables"). save that the Contractor retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with this Contract (the "Contractor Tools"). it being understood that none of the Contractor Tools will contain Mason's Confidential Information. To the extent the Deliverables include any embedded Contractor Tools, Contractor hereby grants to Mason a nonexclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Contractor Tools solely as part of the Deliverables and subject to the limitations herein on disclosure of Contractor materials and publicity. Mason agrees that, without Contractor's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Contractor Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Contractor Tool or Deliverable. Except for Contractor Tools and 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 Deliverables will not be disclosed to any other person or entity without the written permission of Mason.~~

- 2 ~~Work Made for Hire. Upon payment in full of Contractor's fees, 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 of the Contract that are furnished by Contractor to Mason, and Mason 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 of otherwise arising from the this Contract that is furnished by Contractor to Mason and paid in full by Mason, and the Contractor 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, save that Mason notifies the Contractor in advance and in writing of the applicability of the terms of the grant or contract to such intellectual property.~~

Commented [A5]: The revisions seek to account for Contractors that cover additional insureds via blanket endorsements

Commented [A6]: The revisions seek to ensure that the Contractor maintains ownership of its proprietary tools which may be offered under this Contract. Such tools derive independent economic value for the Contractor's organization and the commercial viability of such intellectual property is dependent on not being generally known to the public or third parties. Please note that the commercial license access terms proposed herein are consistent with those offered to other public sector clients of the Contractor's.

- 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, Mason shall issue a written notice specifying the breach to the Contractor and provide a minimum of seven (7) business days for the Contractor to resolve such breach. If the Contractor is unable to resolve the breach within seven (7) business days of receiving written notification from Mason, or such longer time period as mutually agreed upon between the parties, in addition to any other rights or remedies, Mason may terminate this Contract, without prior notice in addition to any other rights or remedies
- 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

Commented [A7]: The Contractor feels it fair and reasonable to establish a defined minimum cure period to correct any failures in the unlikely event of contract default In doing so, cure periods have historically promoted economic efficiency by leveraging the resources already mobilized on the engagement that possess the historical knowledge and understanding to cure any deficiencies more quickly and efficiently

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—Promptly~~ 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 ~~reasonably~~ 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 whose 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/reviews~~ 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/reviews~~. ~~Contractor will by making its Director of IT Security or person of comparable knowledge and position available to Mason to provide all information reasonably necessary to demonstrate compliance with its data processing obligations and the foregoing shall apply in full satisfaction of any Mason audit or inspection rights of the Contractor, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.~~ 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, ~~subject to Section GG of this Contract.~~

Commented [A8]: The Contractor believes an “immediate” obligation to notify is not typically feasible as it takes time to review the incident and provide notification with details that allow the parties to assess the effects of the breach, as well as appropriate next steps to rectify the incident and address their obligations in accordance with applicable law and regulations.

Commented [A9]: The Contractor has proposed edits to this section as the Contractor’s systems contain client data and information unrelated to Mason and for which the Contractor has legal obligations to protect and secure such data from unauthorized disclosure. The Contractor acknowledges and understands the importance of demonstrating its compliance with Mason’s information security policies and therefore, the Contractor is offering these proposed terms to appropriately respond to Mason’s request while upholding its obligations to other clients.

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.

Commented [A10]: The Contractor views this requirement as a security risk and in conflict with industry standards for operational security. The Contractor considers its servers and configuration of its routers as confidential and sensitive information which cannot be exposed to unauthorized third parties.

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

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

Contractor Name	George Mason University
Signature _____	Signature _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

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

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

1. Definitions

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

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

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 ~~the U.S. State Department's Debarred Parties list~~Office of Defense Trade Controls Debarred Persons List (DDTC)

Commented [A1]: Our Firm does not conduct searches of its employees against the Office of Defense Trade Controls Debarred Persons List, however the Firm conducts U.S. State Department's Debarred Parties list searches which is believed to meet the spirit of this provision

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 Selected Firm/Vendor's~~ Security Breach of Sensitive University Data, including but not limited to ~~the University~~ 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 ~~Security 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

Commented [A2]: The edits shown in this section are meant to clarify intent as well as revert to terms that are defined within this Addendum

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 summary of audit results and penetration test 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 request its independent auditor to perform additional remote audits and tests, the summary of results of which will be provided promptly to the University upon request
- 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) directly relevant to the Contract~~. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually upon the University's request 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

Commented [A3]: The information contained in the audits, scans, and tests is sensitive, including information unrelated to the Contract and the University with which the Firm has contractual obligations to protect. The Contractor can confirm that it has security audits, vulnerability scans, and penetration tests conducted on its systems and facilities by certified independent auditors. The Contractor can offer a summary of the results of the audits and penetration tests to confirm its systems and facilities adhere to the security policies, procedures, and controls outlined in the Contract and this Addendum

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

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____