



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

STANDARD CONTRACT GMU-1827-23-13

This Contract entered on this 27th day of March, 2023 (Effective Date) by KPMG, LLP hereinafter called "Contractor" (located at 1801 K St., NW, 712 NW, Ste 12000, Washington, DC 20006) 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.

Note: Should Contractor find it necessary to bring in resources from non-local offices travel and related expenses will be reimbursed in accordance with Mason's Travel policies. However, Contractor must obtain approval from Mason prior to the use of such outside resources.

	Deal Advisory	Risk Services	Consulting	Consulting
	Infrastructure, Capital Projects and Climate Advisory	Forensic/Compliance	Customer and Operations, Finance Transformation, Corporate Services, Enterprise Solutions, Transformation Delivery	Financial Services Solutions and Lighthouse (Data Analytics/AI)
KPMG Hourly Rates				
Partner/Principle/Managing Director	\$550.00	\$363.00	\$358.00	\$363.00
Director/Senior Manager	\$470.00	\$350.00	\$363.00	\$350.00
Manager	\$425.00	\$310.00	\$350.00	\$310.00
Senior Associate	\$345.00	\$225.00	\$310.00	\$310.00
Associate	\$250.00	\$148.00	\$225.00	\$225.00
Administrative Professional	\$150.00	\$133.00	\$148.00	\$133.00
Fahrenheit Hourly Rates				
Partner	\$375.00	\$375.00	\$375.00	\$375.00
Associate	\$175.00	\$175.00	\$175.00	\$175.00

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

- IV. CONTRACT ADMINISTRATION:** Mason will assign an individual to shall serve as Contract Administrator for this

Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

- V. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

VI. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Contractor's Best and Final Offer dated 2/6/23 (attached);
- D. RFP No. GMU-1827-23 (attached);
- E. Contractor's proposal dated 10/24/22 (attached).

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

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

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

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

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

IX. **STANDARD TERMS AND CONDITIONS:**

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
 - D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
 - E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
 - F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
 - G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
 - H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
 - I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. 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 30 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. The Contractor shall not have any liability to Mason as a result of Mason's use of any unfinished, incomplete, or draft work products and materials that are furnished to Mason, provided that the Contractor has notified Mason of the incomplete status of such work products and materials.

- J. CHANGES TO THE CONTRACT: The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional services to be provided shall be ancillary to the Contract services, or within the same broad product or service categories as were included in the Contract award. Any 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 the Contract.
- 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, to the extent know, 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 and federal laws, regulations and any professional standards, which may include but not be 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, subject to paragraph X.K. hereof, final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.

S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL: Contractor and the University acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under this Contract. The University shall not provide Contractor, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.

V. FORCE MAJEURE: Each party 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 such party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: Mason reserves the right to request 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 pricing, terms and conditions to be agreed upon.
- 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 officer, agents and employees from any claims or damages, arising from or caused by Contractor's performance of its obligations to the extent the harm was caused by Contractor's willful or negligent acts or omissions.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. If Contractor is found by regulatory or judicial determination to be an employee of Mason, the Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and

above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

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

Upon full and final payment to Contractor of fees owed under the Contract, Contractor (i) assigns to Mason, all right, title and interest in and to the deliverables except to the extent any Contractor Property is contained therein, and (ii) grants Mason a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with Mason's internal use of the deliverables. Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract or created, acquired, or licensed separately from the Contract, or created in performance of the Contract which are not specific to Mason, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, Mason agrees that nothing in this Contract prevents Contractor from using Residual Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Contract.

- 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).

- CC. **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.

- DD. **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.

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

- FF. **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%.

- GG. **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/>."

- HH. 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. 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 that is solely in the possession of the 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.
- II. 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.
- JJ. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- KK. 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.
- LL. 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/>.
- MM. 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 which is provided or otherwise made available to Contractor pursuant to this Contract. 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 permitted by the Contract or as otherwise required by law, legal process, or applicable professional standards. 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. The Contractor may disclose University Data to its partners, principals, employees, vendors, and/or subcontractors (if any) who have a business need to know such information and who are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein.
 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 commercially reasonable measures, such as audit trails, to protect University Data. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle.
5. Contractor shall, unless legally prohibited from doing so, notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual which is made available to Contractor pursuant to this Contract, including but not limited to a request to view, access, delete, correct, or amend the PII. 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. Mason will only make available to Contractor, and Contractor will only collect or process University Data that is identified in the DPA and will only handle that PII (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.

NN. 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 commercially reasonable 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 commercially reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use reasonable security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Promptly upon becoming aware of unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully review 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 assessments of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such assessments. Contractor will make available to Mason all information reasonably necessary to demonstrate compliance with its data processing obligations. Contractor will make every reasonable effort to be responsive to such requests for assessments, but reserves the right to limit disclosure of details, if it determines, in its sole judgement, that such disclosure would put at risk the confidentiality, availability or integrity of its own or its other clients of

counterparties' data. 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.

- OO. 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 if hard copy, or securely disposed if electronic, as directed by Mason in its sole discretion within 180 days of the request being made. In the event that Mason requests disposal of its data, Contractor agrees to dispose all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Upon request Contractor agrees to provide written confirmation of data disposal to the University.

Notwithstanding any other provision herein, Contractor may retain a copy of information received, developed, or otherwise relating to this contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of records as contemplated by this paragraph.

- PP. 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.

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

- RR. LIMITATION OF LIABILITY: Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of fees paid or owing to the Contractor under the Contract. In no event shall the Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive Contract termination or expiration. The foregoing limitations shall not apply to any claims arising out of a party's gross negligence or willful misconduct.

- SS. MANAGEMENT DECISIONS: Mason acknowledges and agrees that the Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Mason. The Contractor will not perform management functions or make management decisions for Mason.

- TT. THIRD PARTY USAGE: Mason acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product ("Advice") provided by the Contractor in connection with the services under the Contract is intended for Mason's sole benefit and the Contractor does not authorize any party other than Mason to benefit from or rely upon such Advice, or make any claims against the Contractor relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. The Contractor may, in its sole discretion mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this Contract, Mason will not disclose, or permit access to such Advice to any third party without the Contractor's prior written consent.

- UU. CALIFORNIA ACCOUNTANCY ACT: For engagements where services will be provided by the Contractor through offices located in California, Mason acknowledges that certain of Contractor's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.

- VV. OWNERSHIP: Upon full and final payment to Contractor under the Contract, Contractor assigns and grants to Mason, title in the tangible items specified as deliverables or work product in Contract (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any Contractor property is contained in

any of the Deliverables (“KPMG Property”), Contractor hereby grants Mason under Contractor’s intellectual property rights in such KPMG Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such KPMG Property solely in connection with Mason’s use of the Deliverables. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of Mason. In addition, Mason acknowledges and agrees that Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.

- WW. ELECTRONIC COMMUNICATIONS: Contractor and Mason may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this Contract. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding the foregoing, the parties agree that any electronic communication or transfer of confidential information containing sensitive personal identifiable information shall be transmitted via a secure or encrypted method as delineated in the Data Security Addendum. Mason agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that the Contractor transmits to Mason shall supersede any previous versions transmitted by the Contractor to Mason.
- XX. ACTIVE SPREADSHEETS AND ELECTRONIC FILES: Contractor may use models, electronic files and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Contract. If Mason requests a working copy of any such model, electronic file or spreadsheet, the Contractor may, at its discretion, make such item available to Mason for its internal use only on an as-is basis and such item shall be considered a Deliverable; provided that Mason is responsible for obtaining the right to use any third party products necessary to use or operate such item. Contractor retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the Mason data contained therein.
- YY. USE OF VENDORS: Mason acknowledges and agrees that in connection with the performance of services under the Contract, Contractor and its Member Firms, in their discretion or at Mason’s direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. Mason further acknowledges and agrees that Contractor-controlled parties, member Firms of KPMG International, and other third party service providers (collectively, “Vendors”) may have access to Confidential Information from offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor’s direction administrative or clerical services to Contractor. These Vendors may in the performance of such services have access to Mason’s Confidential Information. Contractor represents to Mason that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of Mason from unauthorized disclosure or use. Contractor shall be responsible to Mason for Contractor-controlled, member Firms or Vendor’s failure to comply.
- ZZ. VOLUME REBATES: Where Contractor is reimbursed for expenses, Contractor’s policy is to bill clients the amount incurred at the time the good or service is purchased. If Contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor’s standard billing rates and certain transaction charges that may be charged to clients.
- AAA. STATE VENDORS AND CONFLICTS: Mason is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential contractors of Mason. Contractor will perform an internal search for any potential client conflicts relating to any of the Mason’s contractors identified by the Client as having a role in connection with Contractor’s performance of this Contract. Mason hereby agrees that a contractor’s status as the Contractor’s client does not impact Contractor’s engagement to perform this Contract. Contractor will advise Mason of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor’s firm. Should any new information come to Contractor’s attention, Contractor will promptly inform Mason. Contractor shall perform this Contract in accordance with applicable professional standards.
- BBB. DISPUTES: The parties agree that any dispute or claim arising out of or relating to the Contract or the services provided thereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and

equitable remedies available to them. Nothing herein shall preclude Contractor from filing a timely formal claim in accordance with applicable Virginia law provided, however, that Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.

KPMG, LLP

DocuSigned by:



D337DBC6E77D4BE...

Signature

Chad D Bandy

Name: _____

Title: Advisory Managing DirectorDate: 3/31/2023**George Mason University**

DocuSigned by:



2F61E096C77E4DC...

Signature

James Russell

Name: _____

Title: Purchasing DirectorDate: 3/29/2023

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 KPMG, LLP dated 3/27/23. It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

- a. **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- b. **"End User"** means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under the Contract.
- c. **"Personally Identifiable Information"** includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, email address, student or personnel identification number, and non-directory information; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by ordinary means.
- e. **"Security Breach"** means a security-relevant event 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.
- g. **"University Data"** includes all 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.

2. Rights and License in and to the University Data

- a. 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 the University, and Selected Firm/Vendor has a limited, nonexclusive license to use the 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's data, content, or intellectual property, except as expressly stated in the Contract.

3. Intellectual Property Rights/Disclosure

- a. 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 Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Selected Firm/Vendor warrants to the University that the University 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. Selected Firm/Vendor 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 the University to document, register, or otherwise perfect such rights.
- c. 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 the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Selected Firm/Vendor 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 the University, except as required by the Contract or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under the Contract. Selected Firm/Vendor will ensure that employees who perform services under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract.
- d. If Selected Firm/Vendor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm/Vendor 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 Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under the Contract for University’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.

5. Data Security

- a. Computer and network security is of paramount concern to the University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. Selected Firm/Vendor will utilize, store and process University Data in a secure environment in accordance with commercial reasonable 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 Selected Firm/Vendor’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. Without limiting the foregoing, Selected Firm/Vendor maintains that all electronic University Data will be encrypted in transmission (including via web interface) across public networks and stored on laptops and mobile devices at no less than 128-bit level encryption.
- b. Selected Firm/Vendor will use commercially reasonable security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract.
- c. If Selected Firm/Vendor’s use of 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 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.

6. Employee Background Checks and Qualifications

- a. Selected Firm/Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract including but not limited to all terms relating to data and intellectual property protection.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University’s financial statements, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: 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).

7. Data Authenticity and Integrity

- a. Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The selected Firm/Vendor 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.”

8. Security Breach

- a. Response. Promptly and without undue delay upon becoming aware of a Security Breach, , Selected Firm/Vendor will notify

the University, fully investigate the incident, and cooperate reasonably with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

- b. 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 such Security Breach, 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.

9. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will: i) immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data; ii) consult with the University regarding its response; iii) cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and iv) upon the University's request, provide the University with a copy of its response.
- b. If the University 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 Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of the Contract, Selected Firm/Vendor will ensure that all University Data are securely returned or disposed of as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide written confirmation of data destruction to the University. Notwithstanding the foregoing, Contractor may retain a copy of information received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the destruction of records as contemplated by this paragraph.
- b.

11. Assessments

- a. The University reserves the right in its sole discretion to perform assessments of Selected Firm/Vendor at the University's expense to ensure compliance with the terms of the Contract. The Selected Firm/Vendor shall reasonably cooperate in the performance of such assessments. This provision applies to all Contracts under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, store, or dispose of University Data. Firm/Vendor will make every reasonable effort to be responsive to such assessment, but reserves the right to limit disclosure of details and nature of procedures, if it determines, in its sole judgment, that such disclosure would put at risk the confidentiality, availability or integrity of its own or its other clients or counterparties' data.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually, where applicable and available an American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls.

12. Use of Trademarks

- a. Selected Firm/Vendor shall not use the name or any trademark of the University without prior written permission of the University, no less than 10 days in advance of such use.

13. Compliance

- a. Selected Firm/Vendor will comply with all applicable laws in performing services under the Contract. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access

to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.

- b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm/Vendor, 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.

14. Indemnity


- a. Selected Firm/Vendor agrees to indemnify, defend and hold harmless the University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages liability injury, expenses, or loss (including defense costs and attorney's fees) caused by or arising out of the performance or non-performance of the Contract by the Selected Firm/Vendor or its agents, subcontractors including the provision of any service or product provided that such liability is not attributable to the sole negligence of the University or to the failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the Selected Firm/Vendor on the materials, goods or equipment delivered.

15. Survival

- a. The Selected Firm/Vendor's obligations under Section 10 shall survive termination of the Contract until all University Data has been returned or Securely Destroyed.

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

Contractor

DocuSigned by:

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Signature


Chad D Bandy

Name: _____

Title: Advisory Managing Director

Date: 3/31/2023

George Mason University

DocuSigned by:

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Signature

James Russell

Name: _____

Title: Purchasing Director

Date: 3/29/2023

KPMG Price Addendum

Academic and Business Consulting Services
Proposal to serve George Mason University
GMU-1827-23

February 6, 2023

Recognizing that GMU is soliciting a wide variety of services, we include rates as a guide to determine pricing on specific engagements based on the type of service required by the University. The KPMG Team's billing rates reflect our market competitive standard rates. We will work with you to remain cost efficient while maintaining standards of quality necessary to achieve your goals.

In addition to the rate card below, KPMG has the flexibility to work with GMU on specific engagements in which we could build in volume discounts or fixed prices.

	Deal Advisory	Risk Services	Consulting	Consulting
	Infrastructure, Capital Projects and Climate Advisory	Forensic/Compliance	Customer and Operations, Finance Transformation, Corporate Services, Enterprise Solutions, Transformation Delivery	Financial Services Solutions and Lighthouse (Data Analytics/AI)
KPMG Hourly Rates				
Partner/Principal/Managing Director	\$575 \$550	\$363	\$358	\$363
Director/Senior Manager	\$515 \$470	\$350	\$363	\$350
Manager	\$430 \$425	\$310	\$350	\$310
Senior Associate	\$360 \$345	\$225	\$310	\$310
Associate	\$260 \$250	\$148	\$225	\$225
Administrative Professional	\$245 \$150	\$133	\$148	\$133
Fahrenheit Hourly Rates				
Partner	\$375	\$375	\$375	\$375
Associate	\$175	\$175	\$175	\$175

The information above is an estimate for fees only and does not include expenses. As our team includes national leaders in a range of fields, the KPMG team proposes to utilize an expense reimbursement structure which reimburses the team for actual out-of-pocket travel expenses for the following categories: airfare, hotel expenses in accordance with statutory obligations, and local per diem rates for GMU related travel (excluding travel days). Our team will make every effort to utilize lowest cost rates wherever possible and to limit the number of trips taken by the team, making full use of tele- and video-conferencing capabilities, where practical.

Our fee philosophy

It is important that you feel our services are of high quality and that our fees are fair. We have given considerable thought to our proposed fees, recognizing that we operate in a very competitive and unpredictable environment. We do not want fees to be a barrier to our appointment and welcome the opportunity to discuss our estimates further with you. The fees represent our estimates based on our preliminary assessment, understanding of your requirements, and information available. Any changes in scope or procedures will be communicated openly with management throughout the process, so to help avoid issues at the end.



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



REQUEST FOR PROPOSALS GMU-1827-23

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer, dreyno3@gmu.edu

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

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

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

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	COST OF SERVICE	4
XIII.	PROPOSAL PREPERATION AND SUBMISSION REQUIREMENTS	5
XIV.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	5
XV.	CONTRACT ADMINISTRATION	7
XVI.	PAYMENT TERMS/METHOD OF PAYMENT	8
XVII.	SOLICITATION TERMS AND CONDITIONS	8
XVIII.	RFP SCHEDULE	9
ATTACHMENT A	VENDOR DATA SHEET	10
ATTACHMENT B	SAMPLE CONTRACT	12
ATTACHMENT C	DATA SECUIRTY ADDENDUM	23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

opportunities/2. Proposal Presentation:

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

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

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

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

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

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

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

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

Total Points Available:

100

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

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

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

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

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

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

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

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

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

XVIII. RFP SCHEDULE (Subject to Change):

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



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

during said period.

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

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

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

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

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

pre-authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name

Signature

Name: _____

Title: _____

Date: _____

George Mason University

Signature

Name: _____

Title: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Security Breach

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

5. Audits

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

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

Selected Firm/Vendor

George Mason University

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____



Insight to advance your distinct mission

Academic and Business Consulting Services
Proposal to serve George Mason University
GMU-1827-23

October 26, 2022

kpmg.com/us





KPMG LLP
1801 K Street NW
Suite 12000
Washington, DC 20006

Telephone +1 202-533-3000
kpmg.com

October 26, 2022

Ms Davena Reynolds
Purchasing Department
George Mason University
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030

Dear Davena,

KPMG LLP (KPMG) is pleased to submit this response to the Academic and Business Consulting Services (A&BS) RFP to provide A&BS services to George Mason University (Mason). We are excited about this opportunity to introduce members of the KPMG team who possess the capabilities and experience you are looking for in this broad and interesting scope. We believe this is our unique value proposition – no other professional services firm has both the passion for your mission and the mix of skills to advance your access, research, and public service goals. What also sets us apart is our ability to roll up our sleeves and assist you through the implementation of any initiative.

We understand your core goal is to identify a professional services firm that can apply leading practices in a wide range of areas that impact the University's mission. In reading our response, you will see that KPMG's breadth has been combined with clear approaches that can be used to achieve the University's desired future state as well as an understanding of the key factors that will shape it. Leveraging and building on the work we have performed on behalf of the University to date, we present to you a tailored set of capabilities.

We are particularly excited to work with Fahrenheit Advisors on this project. Fahrenheit brings deep understanding of agencies and institutions in the Commonwealth, direct experience working on Virginia higher education planning initiatives, as well as a practical understanding of critical procedures across an organization's operations. Our team's ability to bring broad national thought leadership along with a streamlined, empathetic approach to enhancing key academic and business processes is a winning combination.

We recognize you will likely want to have lean, efficient teams for these scopes of work without compromising on quality and capabilities. We believe our knowledge and successful track record will help ensure that we deliver on your requirements in an efficient and effective manner.

By choosing KPMG as your A&BS Services firm, Mason can expect KPMG to not only meet but exceed expectations with a focus on an unwavering standard of quality. In this proposal, we will demonstrate to you why KPMG is the right choice, and we look forward to the opportunity to continue building a long-standing professional relationship with Mason. Should you require any clarification or further information please feel free to contact me at 202 533 3000 or at cbandy@kpmg.com

Very truly yours,

A handwritten signature in blue ink, reading "Chad Bandy". The signature is written in a cursive, flowing style.

Chad Bandy
Managing Director

Contents

REQUEST FOR PROPOSALS GMU-1827-23	1
1 Procedural information	2
2. Executive summary	5
3. General firm background and information.....	6
4. References and engagement.....	9
5. Approach	13
6. Additional questions	19
Appendices.....	21
Appendix A Team résumés.....	22
Appendix B Addendum	34
Appendix C Exceptions to Terms and Conditions.....	39

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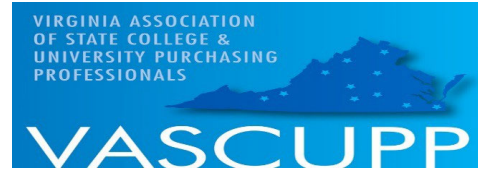
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Purchasing Department
4400 University Drive,
Mailstop 3C5 Fairfax,
VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR
PROPOSALS
GMU-1827-23**

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer, dreyno3@gmu.edu
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 @ 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: KPMG LLP

Date: October 26, 2022

DBA: KPMG LLP

By: Chad Bandy

Address:

FEI/FIN No. 13-5565207

Name: Chad Bandy

Fax No. N/A

Title: Managing Director

Email: cbandy@kpmg.com

Telephone No. (540) 454-5199

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

SWaM Certification Number: N/A

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

1 Procedural information

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

Please see the previous page and Appendix B for a signed cover page and signed addenda.

b. Return Attachment A - Small Business Subcontracting Plan.



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 KPMG LLP

Preparer Name: Chad Bandy **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

Company Name Fahrenheit Advisors_____ SBSD Cert #: _____

Contact Name: Chip Bowman_____ SBSD Certification _____

Contact Phone: (804) 955-440_____ Contact Email: cbowman@fahrenheitadvisors.com

Value % or \$ (Initial Term): 30%_____ Contact Address: 1500 MacTavish Ave, Richmond, VA 23230

Description of Work: Partner to add experience and skill sets specific to a subject area or higher education experience, that will advance our ability to deliver on a project.

2. Executive summary

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

KPMG LLP (KPMG) and Fahrenheit Advisors appreciates the opportunity to present our proposal to serve George Mason University. Throughout this proposal, we will show that the KPMG Team can provide you with thoughtful, quality perspective from higher education leaders who will provide you with customized services you expect and deserve.

The KPMG Team's service to colleges and universities has been a significant part of our overall success. Accordingly, our professionals who concentrate on higher education are trained to understand its distinctive issues, the related financial reporting and compliance matters, and its general needs. KPMG has invested in, and continues to develop knowledge and practical services for higher education.

We have long standing relationships with Commonwealth of Virginia entities. The KPMG Team is proud of their history of commitment to the Commonwealth of Virginia. KPMG has more than 2,715 professionals and employees in Virginia and has served over 300 unique clients across the state including Virginia Tech, University of Virginia, University of Richmond, several agencies under the Office of the Secretary of Transportation, Fairfax County, and the City of Alexandria.

This is an important moment in time for George Mason University. The culture of excellence nurtured since the University founding is intersecting with a growing, economically-diversified region that competes globally for talent and resources. How the University harnesses its assets to respond to – and shape – this new context has the potential to define its teaching, research and public service trajectory for generations to come.

Mason's aspirations to adopt modern processes is a transformative opportunity of the first order. Your envisioned combination of academics, innovative partnerships, and social environments offers the potential to define the future of the University as a whole and one of the metropolitan region's most dynamic areas. Mason's aspirations to extend its reach, to contribute to the University's next tier of research achievement, and to model a financially sustainable pathway for public institutions can be achieved with support from thoughtful strategic advisors who can help it navigate and balance its mission with its intellectual, financial, academic, research and real estate assets.

In short, the Mason opportunity is a far more strategic imperative than a series of organizational reform, real estate or financial initiatives – we strongly believe that the underlying modernization efforts are a means to achieve the University's broad research and growth aspirations. With experience on some of the nation's most dynamic higher education transformations, the KPMG Team is uniquely positioned to assist the University in its strategic positioning, real estate development and financial advisory needs by providing an independent perspective that will help enable informed decision-making by University leadership.

3. General firm background and information

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

The KPMG-Fahrenheit Team

KPMG and Fahrenheit Advisors have come together to propose a service approach that blends the local and national strengths of our practitioners to align with Mason's needs, timing and goals.

To serve Mason, we have built a small, nimble team that leverages the right skill sets, people and the appropriate protocols for execution (specific methodologies) so that we can obtain answers that will provide a strong combination of insight and value for Mason leadership. Our Team is at the forefront of thinking around the future of higher education and has invested resources to advance the thinking, tools, and capabilities of our people. Working with us, Mason will have ongoing access to KPMG's leading organizational management and assessment methodologies and Fahrenheit Advisors' distinct, local perspective as the University moves forward on necessary transformations to operationalize its strategic planning goals. As Mason ultimately proceeds with the transition, campus leadership will need to consider the skill sets the University needs to supplement its internal resources as issues develop. The breadth and experience of our combined team means Mason would have a trusted advisor that can assist the University across the entire journey.

KPMG overview

KPMG LLP is the U.S. firm of the KPMG global organization of independent professional services firms providing Audit, Tax and Advisory services. The KPMG global organization operates in 145 countries and territories and has more than **236,000** people working in member firms around the world.

KPMG LLP traces its origin back to 1897 and since 1994 has been a limited liability partnership registered in the state of Delaware. With more than **40,000** professionals, including more than **2,200** partners, we are a leader among professional services firms. We provide services from more than 75 offices serving clients in all 50 states.

Global presence, Virginia roots

Members of the Team have been assisting multiple institutions and agencies across the Commonwealth for years. **Tricia Harper, a partner in our Richmond, Virginia office, has led KPMG's transformation efforts at Virginia Polytechnic Institute and State University (Virginia Tech) and the Virginia Department of Transportation. Serving as the day-to-day lead for this proposal, KPMG has played a critical role on engagements for Virginia DOT, the Virginia Department of Rail and Public Transport, the City of Alexandria, and other regional clients including the University of Maryland – College Park and the District of Columbia.**

- Offices in Tysons, Richmond and Norfolk
- 2,000 professionals
- Full complement of Advisory, Tax and Audit services tailored to higher education needs

Our commitment to higher education

Our commitment to the higher education industry began shortly after our firm was established in 1897. In fact, KPMG was one of the first major professional services firms to develop a Higher Education, Research, and Other Not-for-Profit (HERON) practice. For decades, we have served not-for-profit organizations as audit, tax, and business advisers, and we have earned recognition as one of the leading providers of professional services in this sector. Our HERON practice consists of more than 400 professionals, including 60+ partners exclusively dedicated to serving higher education, research, and various not-for-profit organizations on a full-time, year-round basis in the United States KPMG has invested in and continues to develop knowledge and practical services for the higher education industry. Now in our second century of serving a broad variety of complex educational and research institutions, KPMG continues to be committed to the sector as one of the core businesses of our Audit, Tax, and Advisory practices. The KPMG professionals in HERON sector are versed in the industry and provide timely perspectives to audit, finance, and governance committees and management on how other organizations address key issues.

Our professionals have been educated throughout their careers on the issues and challenges of the business of increasing and disseminating knowledge. They have the commitment, acumen, and depth of experience to meet your professional service needs. We know your industry and understand the challenges and opportunities you face.

Our firm’s goal in serving the education sector is not to simply increase the number of organizations we serve or be able to claim the largest practice; rather, it is to serve leading organizations that share our commitments to sound financial management, transparency to key constituents, and an interactive approach to work. Our focus on, and dedication to, this industry over the past century—and liberal arts institutions in particular—has led to the development of a leading education, research, and not-for-profit practice.

Fahrenheit Advisors overview

Fahrenheit Advisors is a middle-market advisory, consulting, and search firm that helps organizations overcome challenges and find the straightest path to growth.

Founded in 2010, we have been consistently recognized as a Best Places to Work in Virginia. We won the Greater Richmond Virginia Chamber Community Impact Award, and we are a Certified Small Business with the Virginia Department of Small Business and Supplier Diversity.

Fahrenheit is a unique business services provider. We provide consulting, fractional, interim, and direct hire services across several key practice areas: Business Advisory, Finance & Accounting, Human Capital Consulting, Sales Advisory, and Executive Search & Recruiting Services.

Our team of seasoned, C-level executives and consultants collaborate with management to define strategy, build roadmaps, execute initiatives, and deliver measurable results.

We serve clients across all industries focusing on emerging growth and middle-market companies, as well as nonprofit organizations and state agencies.



Headquartered in Richmond, Fahrenheit serves clients nationally with resources across Virginia and in Raleigh-Durham, North Carolina, and Phoenix, Arizona.

State contracts

The Fahrenheit Group, LLC holds several existing Virginia state contracts. Fahrenheit's active contracts are as follows:

University of Virginia – UVA-AGR-SVC-00154 - Strategic Support Services/Consulting

Department of Human Resource Management – DHRM20-01 expires 9/30/2022 – Search and Recruiting

University of Virginia – UVA053115 expires 5/31/2027 – Search and Recruiting

Swam status

The Fahrenheit Group, LLC is a certified small business. Its SWAM number is 719696 with a current renewal date of March 15, 2024.

4. References and engagement

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.

Some of the leading indicators of our success as a professional services provider are the clients we serve and what these organizations' perspectives are about their experience with us. We take pride in the services we provide and the number of satisfied clients we have assisted over the years. By engaging with KPMG, Mason can potentially benefit from a high level of technical experience, service quality, and responsiveness that sets KPMG apart from competitors. The references provide merit towards our technical skills and highlight our experience of having executed similar engagements before.

Reference 1	
Contact information	Louisiana State University Patrick Martin, Assistant VP for Real Estate, Public Partnerships & Compliance pmartin@lsu.com . (225) 931-6347
Summary of engagement	KPMG has helped guide LSU through evaluation, procurement, negotiation, and implementation of P3 options for its aging utility infrastructure.
Dollar value	\$6 million
Period of performance	2018-2022

Reference 2	
Contact information	University of California Office of the President Nathan Brostrom UC Executive Vice President and CFO nathan.brostrom@ucop.edu , (510) 987-9029
Summary of engagement	Multiple engagements and firsthand engagement among the KPMG Team during the planning period, Board of Regents approval, and execution for the UC Merced 2020 Project.
Dollar value	Confidential
Period of performance	2012-2020

Reference 3	
Contact information	University of California, Berkeley Rosemarie Rae Senior Vice President, CFO & Treasurer, (510) 643-1888
Summary of engagement	KPMG assisted the University on the financial due diligence of a major prospective capital investment.
Dollar value	\$100,000
Period of performance	2020

Reference 4	
Contact information	University of Texas, San Antonio Veronica Mendez CFO and Senior Vice President, Business Affairs (210) 458-5989
Summary	KPMG helped the University develop initial financial planning assumptions for implementation of its growth plan.
Dollar value	\$500,000
Period of performance	2019-2020

Reference 5	
Contact information	Virginia Community College System Jeff Mitchell
Summary	Development of process flow database across multiple campuses
Dollar value	\$350,000
Period of performance	2021-2022

Reference 6	
Contact information	Longwood University W. Taylor Reveley, IV, President wtr@longwood.edu
Summary	Activities have included: Strategic Planning support, Organizational assessment and advisory, Budget and Business Advisory across campus, Implementation of new budget tool, Business Process Optimization/Automation in accounting, budget and HR functions, Strategy and Advisory in support of affiliated foundation activities, Financial Advisory, FP&A, Staff Augmentation, Mentoring and Coaching
Dollar value	Confidential
Period of performance	2018-2022

Reference 7	
Contact information	Virginia State University Provost
Summary	Development of the University's Public Health Institute strategy and go live launch. Activities included strategic planning, creation of internal and external advisory board, recruitment of an Executive Director for the Institute, and plan to execute a national forum focused on thought leadership and community engagement. The mission "VSUPHI will be the vanguard of addressing health disparities within marginalized groups through academic endeavors, public health workforce development and research agendas in preparation of public health professionals for the future"
Dollar value	Confidential
Period of performance	2019-2022



September 28, 2022

Tricia Harper
KPMG LLP
1021 East Cary Street
Richmond VA 23219

Dear Tricia,

As we conclude work on our college name change project, I would like to thank you and the KPMG team for the superb services and support you provided to advance the Virginia Community College System's implementation of its Name Change initiative.

As you know, the VCCS State Board approved a change in institutional identity for five of our colleges in Summer 2021 -- with the expectation they would be implemented within a year. Given the long history and extensive reach of these institutions, implementation of the transitions had the potential for significant academic, organizational, procurement and technological disruption. As a result, we sought an advisor with higher education expertise who could establish a process for identifying challenges, prioritizing options and executing the effort.

As part of its work, the KPMG team ably engaged with academic, administrative and third-party stakeholders and then developed a unique, comprehensive database that uncovered hundreds of discrete actions each institution needed to consider within a short time frame. Most notably, I appreciated the collaborative way the team sought input from campus executive leadership, engaged with program leads on a regular basis, and kept the goal of minimizing disruption to the student experience top of mind.

From day one, the KPMG team and its Higher Education professionals organized its work plan to engage essential voices across our institutions, some of whom were working within complex political environments. The outcome is that our colleges were equipped to deploy an implementation strategy that was aligned with their academic and institutional values and informed by the best information available.

I would be happy to share my experience working with your team with anyone who has questions about KPMG's important work on behalf of our colleges.

Sincerely

A handwritten signature in black ink, appearing to read "Jeff Mitchell", with a stylized flourish at the end.

Jeff Mitchell
Director of Portfolio Management
Virginia's Community Colleges

5. Approach

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

Our Understanding

Our understanding is that GMU seeks firms with the capabilities listed in the table below. We have listed representative engagements for all 18 categories in the RFP in order to express our interest. In the pages that follow we have provided an overview of how the KPMG team would approach these 18 categories.

RFP Category	Interest	Representative Engagements
Higher education benchmarking and data analysis	✓	University of Texas, San Antonio
Helping large public and non-profit universities enter into public-private partnerships	✓	Purdue University, Broward College, University of Maryland UC Merced
Financial analysis and budget planning	✓	UC Davis
Legal and/or tax structuring	✓	California State University
Setting up business functions, such as billing for insurance	✓	UCLA
Organizational and operational assessments and improvements	✓	UT San Antonio; UC Davis
Higher education strategy and facilitation of new partnerships	✓	UC Merced
Strategic communication and change management of new initiatives or joint ventures	✓	University of Florida
Academic Leadership assessment and coaching	✓	Longwood University
Business and financial modeling	✓	University of California, Davis
Market analysis/Market demand analysis	✓	Broward College, Oregon State University-Cascades
Significant work with US public and international universities including accreditation or research	✓	More than 200 US universities
Demonstrated unique and proprietary knowledge regarding private for profit/not-for-profit companies/universities serving the university market	✓	Arizona State University, Purdue Global
Extensive capital markets experience in higher education including both equity and debt issuances	✓	University of Maryland, LSU, UC Merced
Extensive transactional experience, including mergers and acquisitions, in higher education; please provide sample deal list	✓	University of Florida University of California, Berkeley
Experience in developing and growing DEI initiatives	✓	Virginia Community College System
Agility and reach – ability to assemble a relevant team of education experts quickly; strong network	✓	Various Campuses
Business process mapping, automation, and change management consulting	✓	UCLA University of Texas, Austin

1. Higher Education Benchmarking

In the focus area of benchmarking, the KPMG team has experience developing metrics to track institutional progress, identify efficiencies, and achieve strategic goals. The team has also worked closely with public institutions in Virginia to benchmark and evaluate key metrics and ratios. Our proprietary tools provide objective criteria for assessing institutional processes and controls and establish a foundation for benchmarking processes and controls against our large base of higher education clients. The tool also includes a leading practices database for developing recommendations and an improvement road map. We can leverage this and other information to provide a comprehensive view of GMU's performance against leading peers.

2. Public Private Partnerships

As higher education institutions adjust to changing academic demands, student expectations, and financial assumptions, universities are deploying customized public-private partnership (P3) models to achieve their missions and to improve outcomes for their students and faculty.

Since 2012, the KPMG team has advised public sector owners on more than 400 development projects, and since 2009 has closed 26 alternative development P3 deals. For these prospective transactions, we have:

- Conducted market sounding with potential developers, construction firms and lenders/underwriters to gauge interest in the deal and inform project structuring
- Performed qualitative assessment and a quantitative options analysis comparing procurement approaches
- Assisted in developing the Request for Qualifications, Request for Proposals and Project Agreement for the project
- Assisted in evaluating Statements of Qualifications and final Proposals
- Assisted the sponsors in negotiations with the preferred proposer, taking the project to Financial Close



3. Financial Analysis

This has been a focus area of the KPMG team in the past, including the development of operating plans and understanding how philanthropic dollars are woven into project budgets. Additionally, the team implemented a budget tool last year that will help create better visibility of planned spending across a university client. Additionally, work has been performed to establish clear and consistent benchmarking against a cohort of peer institutions in order to provide insights into changing enrollment trends, tuition and rate increases among other issues.

4. Legal and Tax Structure

The KPMG Development and Exempt Organizations (DEO) tax practice brings together 140 professionals with 20 partners and managing directors who are dedicated to providing services to our higher education clients. Through a broad array of tax advisory, controversy, and compliance services, specialized professionals in the State & Local Tax Practice help clients:

identify tax exposure; manage the complexities of nexus, apportionment, tax base, income classification, and filing options; and seek settlement agreements if appropriate.

Coming out of the pandemic, KPMG's Global Mobility Services (GMS) practice is helping clients with everything from evaluating the risk with one-off remote work requests, all the way to helping develop a long-term remote work strategy and creating "guard rails" to support it. One of the services provided by the GMS is compliance and supporting processes – a seamless automated process to assist with managing complex tax and regulatory requirements based on employee location, value, and service considerations. Our in-house tax experience helps ensure a seamless and integrated approach to implementing a successful Work Succeeding Initiative.

In addition, our team has extensive experience supporting clients in their design, negotiation, and implementation of vendor contracts related to major outsourced services (e.g., dining, facility operations, and construction projects) and affiliated foundation agreements.

5. Organizational Strategy

In today's higher education environment, students and faculty increasingly question the value derived from expended resources, while the public and decision makers demand greater levels of transparency and accountability.

Given the focus on both academics and the bottom line, strategic modernization of the university's financial services should be driven by strategic goals *plus* involve preserving investment in high value assets. Deriving efficient performance from expenditures not only helps improve resources for the academic mission – it can be a key step to nurturing institutional success. These strategic services could include:

- Assessment of financial organizational structure, operational models, workflows, opportunities for improvement and increased operational efficiency
- Assessment, benchmarking, and analysis of total costs currently incurred providing campus services
- Accounting Advisory Services to evaluate impacts of major capital decision making on financial statements including full pro-forma comparison across scenarios
- Advisory services to improve the performance and operations of campus departments

6. Organizational Assessment

The KPMG team has extensive experience assessing the current state condition of higher education organizations, including the evaluation of efficiency and effectiveness as needed. Our team has the ability to bring outside perspective to operational and organizational matters to help identify areas where leading practices (within and beyond the higher education sector) can help achieve the university's mission. Additionally, our team has the ability to assist in the implementation of strategies to realize budget and operational efficiency.

7. Higher education strategy

As higher education institutions work to advance their missions, the KPMG team has provided major universities with market assessments regarding potential changes to academic programming; conducted qualitative interviews and fact finding regarding institutional reputation with decision makers at leading organizations in the technology, capital market, consumer goods, energy, healthcare, professional services, government and non-profit sectors; conducted quantitative student surveys in order to develop a holistic strategic recommendations; and conducted comparative analysis of academic peers and competitors.

8. Strategic communication and change management

As part of KPMG higher education engagements, change management and strategic communication is embedded within our approach. Our five-phase “Make it stick” change management methodology places the campus stakeholder experience at the center of each phase of our business process improvements. In addition, the KPMG team has experience developing communications plans and supporting collateral. From campus communications to one-on-one leadership decision making sessions to community engagement, the KPMG team can provide Mason leadership and staff with compelling, easy to digest deliverables of key initiatives or program developments. Our suite of illustration, data visualization, and engagement tools helps enable you to communicate to busy stakeholders in person or virtually.

9. Academic Leadership assessment and coaching

Our team is skilled in the assessment of leadership and has access to 30+ assessment tools that can be used to assist in identifying opportunities for individual and team growth. We have coaches who can work specifically with individual leaders or teams to help improve their potential on technical and soft skills. Our coaches have deep roots in business operations and leadership from management to the C-suite, and have experience coaching inside of higher education.

10. Business and financial modeling

The KPMG team’s philosophy for business and financial modeling is to deliver custom-built tools based on the priorities and objectives of our clients, while leveraging the leading practices we have helped implement elsewhere. To put this philosophy into practice, our team relies on a 5-step approach to model development that is grounded in understanding the specific data output needs for a particular initiative and then building tools to provide insight. (See exhibit at right.)



11. Market Analysis

The KPMG team has experience synthesizing research findings and insights from its Economic and Valuation Services market study team to provide strategic guidance and recommendations geared towards campus leadership.

12. Work with US public and international universities

KPMG is a global network of professional member firms providing advisory, audit, and tax services with 236,000 professionals operating in 145 countries. As KPMG celebrates our 125th anniversary, we are proud to be an enduring purpose-driven institution with deep roots in higher education. Internationally, the KPMG team has worked with major research institutions in Europe, North America, Africa, Australia, and Asia. Within the United States, KPMG currently serves more than 150 colleges and universities. Our focus on and dedication to this industry has led to the development of an industry-leading higher education practice and commitment to the missions of the institutions themselves.

13. Demonstrated unique and proprietary knowledge

Our team has meaningful experience supporting complex operating contracts, sale leasebacks, and capital project transactions with both private sector partners, major embedded subcontractors, and affiliated foundations. These have included dining, housing, construction, transportation, marketing, and IT/technology

14. Capital markets experience in higher education

KPMG has worked with higher education institutions on major capital projects incorporating the addition of academic, administrative, research, recreational, student residence, and student services buildings, as well as infrastructure, outdoor recreation facilities and open space, landscaping, roadways, and parking. For example, with project costs estimated at over \$1 billion and the unavailability of traditional state funding or dedicated funds for long term operations and maintenance, one of our past clients began to explore new delivery models and alternative financial frameworks. With the consultation of focus groups representing academic, administrative, and student stakeholders, the university's goals and objectives were clarified and a governance structure developed to facilitate the expansion of the current campus in a way that continued to support the university's focus on multi-disciplinary learning and research. Throughout this process, our team was engaged with the capital markets to support the university's financial needs.

15. Extensive transactional experience

The KPMG team has extensive experience in public and private sector M&A. From acquisition due diligence analyses for major public research universities to transaction guidance for a growing academic medical center, we are well positioned to provide Mason leadership with the insight to make informed decisions. Additionally, our team has meaningful experience supporting complex operating contracts, sale leasebacks, and capital project transactions with both private sector partners, major imbedded subcontractors, and affiliated foundations.

16. Experience in developing and growing DEI initiatives in higher education

Members of our team have deep DEI strategy and initiative implementation experience. Our team includes members with relevant higher education experience with DEI and we have existing relationships with outside service providers that allow us to expand the teams' capabilities and bandwidth as necessary. We have helped clients to navigate fraught issues such as institutional name changes, to identify creative ways to source small and diverse suppliers, as well as to provide an educational experience relevant for today's increasingly diverse and technology savvy student body.

Our commitment to DEI extends to how we operate as well. For example, through KPMG's Accelerate 2025 initiative and Impact plan, we deliver upon our commitments to be an employer of choice for underserved communities and to help enable sustainable and transformative environmental adaptation.

17. Agility and reach

The KPMG team has experience in working in Virginia higher education. Beyond our ability to tap into experience that exists in KPMG's network around the world, KPMG's presence in Virginia is significant and provides Mason with a local connection to team members right here in the Commonwealth. KPMG continues to invest in Virginia and has offices in Tysons Corner, Richmond, and Norfolk, providing a full complement of advisory, tax and audit services, employing over 2,000 partners and professionals in the region. This team is comprised of professionals who have served public and private sector entities, medical centers, county school systems, colleges and universities across the Commonwealth. In addition, our breadth of experience includes leading higher education institutions across the country.

Representative KPMG Higher Education Clients (Advisory, Tax and Audit)					
—	Anatolia College	—	Manhattan College	—	Syracuse University
—	Boston University	—	Marquette University	—	Texas Tech
—	Bennington College	—	Maryland Institute College of Art	—	Texas State University
—	Brandeis University	—	Maryhurst University	—	The Trustees of Davidson College
—	Broward College	—	Massachusetts Institute of Technology	—	The Trustees of Hampshire College
—	Brown University	—	Morehouse College	—	Thomas Jefferson University
—	California State University	—	Mount Holyoke College	—	Union College
—	City University of New York	—	National Academy of Sciences	—	University of California
—	Carnegie Mellon University	—	New Jersey City University	—	University of Colorado
—	Chapman University	—	New York University	—	University of Chicago
—	Colgate University	—	NYU Langone Health	—	University of Delaware
—	Clemson University	—	Oklahoma State University Foundation	—	University of Georgia Foundation
—	College of New Jersey	—	Oregon State University	—	University of Hawaii Foundation
—	Connecticut College	—	Pace University	—	University of Massachusetts
—	The Corporation of Mercer University	—	Pacific University	—	University of Maryland
—	De Paul University	—	Pomona College	—	University of Mississippi Foundation
—	Duke University	—	Portland State University	—	University of Nebraska
—	Emerson College	—	Providence College	—	University of New Mexico
—	Emory University	—	Purdue University	—	University of North Carolina, Chapel Hill
—	Endicott College	—	Regent University	—	University of Pittsburgh
—	Fordham University	—	The Research Foundation for the State	—	University of Richmond
—	Georgia Tech Foundation	—	University of New York	—	University of Southern California
—	Gettysburg College	—	Rowan University	—	University of St. Joseph
—	Goucher College	—	Rutgers University of New Jersey	—	University of Tampa
—	Grand Canyon Education	—	Sacred Heart University	—	University of Texas
—	Hampton University	—	Saint Leo University	—	University of the Pacific
—	Honolulu Academy of Arts	—	Saint Louis University	—	University of Virginia
—	Indiana University	—	Sam Houston State University	—	University of Washington
—	Johns Hopkins University	—	Southern New Hampshire University	—	Washington and Lee University
—	Julliard School	—	Southern Methodist University	—	Washington University
—	La Salle University	—	St. John's University	—	Xavier University
—	Lehigh University	—	Stanford Health Care	—	Yale University
—	Louisiana State University	—	State University of New York	—	St. John's University

18. Business Process Improvement and Change Management

The KPMG Team has experience providing Business Process Improvement services (such as Technical Advisory and Independent Verification and Validation services, Workday modernizations and Identify Access management systems) to major research universities. These business processes, data management, and technical architecture, have provided those institutions with improved line of sight for institutional efficiency and improved operations.

6. Price

The KPMG Team's billing rates reflect our market competitive standard rates. We will work with you to remain cost efficient while maintaining standards of quality necessary to achieve your goals. Recognizing that GMU is soliciting a wide variety of services, we expect to utilize these rates as a guide for determine pricing on specific engagements.

Title	Hourly Rate
KPMG Hourly Rates:	
Partner/Principal/Managing Director	\$575
Director/Senior Manager	\$515
Manager	\$430
Senior Associate	\$360
Associate	\$260
Administrative Professional	\$145
Fahrenheit Hourly Rates:	
Partner	\$375
Associate	\$175

The information above is an estimate for fees only and does not include expenses. As our team includes national leaders in a range of fields, the KPMG team proposes to utilize an expense reimbursement structure which reimburses the team for actual out-of-pocket travel expenses for the following categories: airfare, hotel expenses in accordance with statutory obligations, and local per diem rates for GMU related travel (excluding travel days). Our team will make every effort to utilize lowest cost rates wherever possible and to limit the number of trips taken by the team, making full use of tele- and video-conferencing capabilities, where practical.

Our fee philosophy

It is important that you feel our services are of high quality and that our fees are fair. We have given considerable thought to our proposed fees, recognizing that we operate in a very competitive and unpredictable environment. We do not want fees to be a barrier to our appointment and welcome the opportunity to discuss our estimates further with you. The fees represent our estimates based on our preliminary assessment, understanding of your requirements, and information available. Any changes in scope or procedures will be communicated openly with management throughout the process, so to help avoid issues at the end.

7. Additional questions

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

As is the case with all major professional services firms, from time to time, KPMG LLP and/or individual partners or principals have been named as defendants in lawsuits civil plaintiffs, particularly when one of the firm's clients suffers an economic downturn. Understandably, the details of such litigation are sensitive and highly confidential. KPMG has a professional indemnity insurance program in place to insure against such risks, and we have no pending litigation that would materially affect the firm's operations or our ability to perform services for you

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.

As is the case with all major professional services firms, from time to time KPMG LLP and/or individual partners or principals have been named as defendants in lawsuits by regulatory bodies. Understandably, the details of such litigation are sensitive and highly confidential. KPMG has a professional indemnity insurance program in place to insure against such risks, and we have no pending litigation that would materially affect the firm's operations or our ability to perform services for you.

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

As is the case with all major professional services firms, from time to time KPMG LLP and/or individual partners or principals have been named as defendants in lawsuits civil plaintiffs, particularly when one of the firm's clients suffers an economic downturn. Understandably, the details of such litigation are sensitive and highly confidential. KPMG has a professional indemnity insurance program in place to insure against such risks, and we have no pending litigation that would materially affect the firm's operations or our ability to perform services for you.

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

No.

Appendices

Appendix A

Team résumés

Given the breadth of GMU's areas of interest, the KPMG Team has developed a core team of individuals staffed with professionals who work extensively on higher education issue across the nation and meet regularly to understand market trends. **Managing Director Chad Bandy will serve as the core team lead and** point of contact to the University. Chad is based in Tysons Corner. Chad will be supported by **Dan Feitelberg**, KPMG's national leader for our higher education advisory practice, and **Tricia Harper**, KPMG Advisory's Account Executive on all projects delivered across the Commonwealth. Day-to-day support for any engagement the University wishes to pursue will be provided by **Richard Cummings, Liam Schwartz, and David Bressler** who together bring years of experience working with higher education clients. The core team will also include **Chip Bowman** and **Nkata Hines** from Fahrenheit Advisors

In addition to the core team above, the KPMG Team brings access to leading subject matter professionals that can be called upon to meet the University's needs on any specific task order.



Chad D. Bandy

Managing Director, Advisory

KPMG LLP
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Washington, DC 20006

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Cell 504-454-5199
cbandy@kpmg.com

Function and specialization

Chad leads the advisory of colleges and university clients in the areas of organizational strategy, operations, technology enablement, and student experience and success.

Representative clients

- Embry Riddle University
- Ivy Tech Community College System
- Michigan State University, Broad College of Business
- University of Notre Dame, Mendoza College of Business
- Villanova University
- Virginia Community College System

Education, licenses & certifications

- Eastern Illinois University, Bachelor of Arts in Economics
- Executive Certificate in Leadership, University of Notre Dame – Mendoza College of Business

Core Team Lead

Background

Chad has more than 25 years of higher education strategy and operations experience. Prior to KPMG, he served as the Chief Growth Officer for Bisk Education, an online learning services company that provided market research, enrollment and marketing, technology services and program management for some of the country's leading institutions.

Chad is an operational strategist with experience as a university administrator as well as an executive leader delivering outsourced solutions to university clients. He has worked with R1 Carnegie institutions, community colleges, public institutions, as well as private, liberal arts institutions.

Professional and industry experience

Prior to Bisk, Chad served as the Vice President of Blackboard Student Services where he worked with more than 300 colleges and universities working to deliver student lifecycle services in the areas of admissions management, financial aid, technology assistance, as well as student retention.

Chad spent 15 years at a major institution, leading student services for online and campus-based programs. As Regional Vice President, he managed student and instructional services for more than 50,000 learners across 13 states. Chad's role included leadership over a P&L achieving over \$600M in annual revenue with 23 campus locations with over 1000 employees.

Chad has worked with college presidents, provosts, chief information and technology officers, as well as leaders in marketing, retention management, and enrollment. He specializes in the delivery of services to deliver scalable, seamless services to university students.

In addition, Chad has served as an advisor to universities, ed tech companies, and private equity firms to develop, launch, and operate boot camps, certificates, and professional development programs.



Daniel Feitelberg

Principal, Advisory

KPMG LLP
3975 Freedom Circle
Mission Towers I, Suite 100
Santa Clara, CA-95054

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dfeitelberg@kpmg.com

Function and specialization

Daniel leads the social infrastructure sector within the KPMG infrastructure advisory and strategy practice

Representative clients

- Arizona State University
- Chapman University
- State of California
- Syracuse University
- Thomas Jefferson University
- University of Massachusetts

Education, licenses & certifications

- B.S., Agricultural and Managerial Economics. Cum Laude, University of California, Davis. College of Agricultural and Environmental Sciences,
- B.A., Political Science. Cum Laude, University of California, Davis. College of Letters and Science,

Core Team Support

Background

Daniel served as Vice Chancellor of the Division of Planning and Budget for the University of California, Merced and is also a former public finance investment banker. After serving the University of California for five years, he joined the KPMG advisory team to help higher education institutions plan and implement strategic investments.

Professional and industry experience

Founded in 2005, the University of California, Merced is the newest research university in the State of California. As the campus chief financial officer, Daniel served on the Chancellor's executive and campus cabinets and the UC system Council of Vice Chancellors.

As the first vice chancellor of the Division of Planning and Budget, Daniel led the consolidation of administrative staff from several departments to facilitate the integration of planning and budgeting functions and was given responsibility for the planning and execution of the second phase development of the campus.

Daniel led the development of the UC Merced 2020 Project. The 2020 Project represents a commitment by the State of California and the University of California to increase access to the UC system for eligible state students and to support the rapidly growing San Joaquin Valley. The \$1.3 billion investment extends the first phase of campus onto a greenfield site and provides 1.2 million square feet of sustainable infrastructure, academic, housing and student life facilities. The university reached commercial and financial close on a performance-based, availability payment contract in August 2016. The first facilities are scheduled to open 2018 with substantial completion in 2020. The project has been honored as the 2016 Americas Deal of the Year by Project Finance International and as the 2016 North American Social Infrastructure Deal of the Year by IJ Global.

Daniel has served as a guest lecturer at the UC Berkeley Center for Studies in Higher Education and Stanford University. He has volunteered as a peer review panelist of a previously for-profit institution that converted to not-for-profit status for the WASC Senior College and University Commission; and currently serves as a member of the UC Merced Foundation Board of Trustees.

With thirteen years of investment banking experience at J.P. Morgan, Daniel has also helped raise debt capital for state and local governments in the taxable and tax-exempt capital markets. His experience includes projects for transportation, energy, water, education, and healthcare enterprises, as well as capital projects and operational funding for state and local governments through the financial crisis.



Tricia L. Harper

Partner, Advisory

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Function and specialization

Tricia is currently a Partner in Advisory, Leading the Commonwealth of Virginia key account. Previously served as Chief of Staff to Chairman and CEO. Her technical background is in IT project delivery and project and program management, including a foundation in the KPMG audit practice.

Representative clients

- Altria
- Bon Secours Health System
- Capital One Financial Corporation
- Carmax, Inc.
- Commonwealth of Virginia.
- Ntelos, Inc.
- Owens & Minor, Inc.
- Reynolds Packaging Group
- Virginia Commonwealth University & Health System

Education, licenses & certifications

- BA, James Madison University
- Licensed CPA—Commonwealth of Virginia

Core Team Support

Background

Tricia is a Partner in the KPMG Consulting Services practice and supports KPMG's largest accounts in the Richmond, Virginia marketplace. With more than 20 years of experience, she currently leads KPMG's work across the Commonwealth of Virginia, including oversight of all service delivery for the Executive Level branches, major localities (across all 9 Regions), as well as the major public universities, Virginia Community College System, and the academic medical centers. Based in Richmond, Tricia has an extensive local network and serves as the KPMG key point of contact to national and global initiatives.

Previously, Tricia spent five years as KPMG Chairman and CEO's Chief of Staff, directing various parts of the organization to advance the KPMG strategic pillars. Appointed to this role having successfully served clients in both public accounting and IT consulting for over a decade, and her experience leading complex programs. Tricia's passion lies in bringing the breadth and depth of her network at one of the largest professional services firms in the world, back to her hometown and community.

Professional and industry experience

Advisory Partner, October 2017 - Present

- Serves as the Account Executive on all projects delivered across the Commonwealth, helping ensure a consistent and seamless experience
- Oversees numerous large multi-million-dollar transformation efforts across several sectors. Including recent project outcomes:
 - VITA: Leading a Next Generation Telco assessment for VITA, in which our team documented current state, future state, led a successful RFI to do a robust market sounding, met with over a dozen agencies to understand the client experience. Assessment is now serving as the roadmap for Phase 2 transformation. Also led an enterprise-wide organizational workforce assessment to determine skills needed for the Future of IT organization.
 - VPRA: Oversaw the delivery of an ERP assessment project, including requirements gathering, RFP process and vendor selection activities.
 - VDOT: Mobilized a diverse team from across KPMG's technical data & analytic areas to support their first-ever cloud-based data warehouse and analytics development project (leveraging MSFT Azure Data factory and related tools). Several follow-on data & analytic projects to identify use cases to drive enhanced safety and operational performance.
 - VDEM: Having maintained a CPA in Virginia for two-decades, works closely with the APA and DOA on their requirements related to Virginia's ARMICS policies. Led a transformative project to automate VDEM's annual ARMICS activities to drive greater

compliance, controls and oversight. Supported the agency in the delivery of their ARMICS assessment for 2021.

- VDSS: Led an AI and digital call center assessment project on behalf of VDSS and DMAS. This included a rapid ideation session in 8-weeks where we developed a phased digital strategy that would enhance current technology investments (Insights will be used by VDSS to reimagine their current out-sourced call center operations). Project included interviews with DMV (in-house call center operations).
- VDHP: Led several robotic process automation ideation sessions to develop a portfolio of services, supported agency as they deployed the “bots” – transformed the communication processes for the Board of Nursing and Board of Medicine.
- Oversees the ecosystem of vendors and sub-contractors for KPMG, with a focus on developing local strategic relationships with all major Global alliance partners (including many major technology, platform and cloud providers), as well as Virginia-based SWaMs

Chief of Staff to U.S. Chairman and CEO, Lynne Doughtie, October 2015 – January 2019

Under Tricia’s leadership, developed a cohesive team successfully delivered nearly 500 client engagements across the country, conducted nearly 100 interviews with major media outlets, and delivered over 25 keynote addresses at market-leading organizations. More broadly, the team’s efforts:

- Helped drive double-digit firm revenue growth
- Led a firm-wide Culture Assessment to reconstitute the Firm’s core values, and establish new ways of working (35,000 employees)
- Propelled KPMG’s ranking to Top 25 on Fortune’s Best Places to work list
- Advanced the KPMG brand through collaborative relationships with Condoleezza Rice’s Future Leaders Program, and the KPMG Women’s Leadership Summit
- Provided deep research on environmental forces of change, market disruptors and innovative technologies to influence firm’s leadership dialogue with internal and external stakeholders
- Led major projects, working with the US and Global Leadership teams, including Enterprise-wide culture assessment, Board Governance, Platinum Account Program, Analyst Relations, and Advisory University (national training program)

IT Advisory & Operations, Senior Manager / Director, 2007 – 2015

- Led National leadership teams to deploy KPMG’s first CRM application (established national policy, processes, and data standards)
- Served as PMO for national initiatives (service portfolio development – from requirements to risk review processes; Coordinated the rollout of

the US and Latin America Cost Efficiency Improvement campaigns; negotiated firm contracts around benchmarking and market datasets)

- Led strategic IT assessment projects for a dozen clients, including Fortune 250 companies, across a range of industries in both the public and private sector

Audit and Assurance, Manager, 2000 – 2007

- Joined KPMG's audit practice from James Madison University and obtained Virginia CPA certification. Rapidly rose to Manager having built strong relationships and securing her clients' trust.
- Provided professional services to a variety of public and privately held clients (company sizes ranging from \$400M to \$10B; including, Fortune 250, not-for-profit and government agencies)
- Experience ranges from SEC filings and pension plan audits to the successful coordination of large multinational financial statement consolidations, including financial analysis, acquisitions and internal audit coordination.



Richard Cummings

Manager

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55 Second Street
San Francisco, California 94105
Phone: (415) 802-4805
richardcummings@kpmg.com

Function and specialization

Richard manages higher education initiatives within KPMG's Infrastructure and Projects Advisory practice with a focus on organizational processes and governance.

Education, licenses & certifications

- B.A., University of California, Berkeley, Political Science
- J.D., Cornell Law School
- Law Clerk, Chambers of the Hon. Oliver W. Wanger, US District Court, Eastern District of California
- American Institute of Certified Planners
- U.S. Green Building Council LEED AP

Representative Clients

- State of Colorado
- Louisiana State University
- Charlottesville, Virginia Chamber of Commerce
- State of California, High Speed Rail
- Oregon State University-Cascades
- University of Texas at San Antonio
- University of Massachusetts
- University of Florida
- University of California, Davis Health
- Virginia Community College System
-

Core Team Delivery

Background

Richard Cummings is a Manager in the KPMG Higher Education and Non-Profits practice and has also served in multiple leadership roles in campus planning. His core skills include data analysis, stakeholder engagement, and governance.

Richard has more than 15 years of experience in education with extensive knowledge in project due diligence, procurement processes, and organizational assessments.

After serving the University of California for more than a decade as the lead campus planner for its Merced campus, Richard joined KPMG in 2018 in order to help institutions and organizations plan and implement their strategic objectives.

Professional experience

At the University of California, Richard was part of the leadership team for the "2020 Project" a five-year, \$1.2 billion public-private capital development initiative at its Merced campus during its extensive preplanning, financial assessment, and execution.

Prior to UC Merced, Richard served as the Director of Research at a think tank focused on economic development and land use issues across an 18-county region.

Representative recent engagements

- For the **University of Florida**, Richard developed an internal communications strategy to advance approval a major campus capital infrastructure investment.
- **University of Texas at San Antonio** – Conducted confidential student, faculty and staff interviews to inform long term organizational decision making by campus leadership.
- For a **Confidential Northeastern Academic Medical Center**, Richard developed the administrative policies the institution is using to prioritize and filter capital development decisions.
- For the **Virginia Community College System**, Richard designed a detailed, multi-college database that is being used across academic and administrative units to implement a major institutional initiative.
- Managed market study assessment for creation of innovation-based campus addition at **Oregon State University-Cascades**
- **Louisiana State University** - Served on the advisory team which assessed the condition of the campus' aging infrastructure. Richard synthesized multiple, discrete subject-matter summaries into a singular, lay-person friendly deliverable.



Liam Schwartz

Director, Advisory

KPMG LLP
60 E. Rio Salado Pkwy, Suite 800
Tempe, AZ-85281

Tel 480-459-3500
liamswartz@kpmg.com

Function and specialization

Liam is a Director in the KPMG Infrastructure and Projects Advisory practice. Prior to joining KPMG, Liam worked for more than 10 years at the intersection of strategic initiatives and data analytics in higher education, as Assistant Provost at Harvard University and Assistant Vice President for Institutional Analysis at The University of Chicago.

Education, licenses & certifications

- PhD, Government, Harvard University
- BA degree, Political Science, UC-Irvine

Core Team Delivery

Background

Liam is a Director in the KPMG Infrastructure and Projects Advisory practice. Prior to joining KPMG, Liam worked for more than 10 years at the intersection of strategic initiatives and data analytics in higher education, as Assistant Provost at Harvard University and Assistant Vice President for Institutional Analysis at The University of Chicago.

Professional and industry experience

Liam has built and led analytic teams that make critical contributions to strategic planning on campus. At KPMG, he has helped advise higher education clients from major community college systems to flagship public universities on key strategic and operational questions.

Throughout his career, Liam has worked with decision-makers to understand and address key challenges including:

- *Student success.* Conducted analysis related to undergraduate academic success; post-graduate employment and life outcomes; the relationship between residential housing and positive outcomes; mental health; diversity and inclusion; and student satisfaction
- *Technology.* Provided hands-on support for leadership discussions that resulted in university's joining the edX partnership
- *Science and innovation.* Worked to improve the success of research grant proposals; identify opportunities for corporate-sponsored research and science philanthropy; inform planning for a new science campus; and review the university's technology transfer office
- *The economic model of higher education.* Led analytic studies on long-term trends in revenue and expense; changes in staff composition and organization; and the predictive modelling of donor behavior
- *Globalization.* Helped faculty-led working group develop an institution-wide vision for the university's global engagement; provided data for international resource development activity and communications

In addition, Liam has engaged with issues related to data governance and infrastructure. His team at Harvard led the design and implementation of an AWS-based platform to advance institution-wide analysis and reporting. Liam also worked with colleagues across the university to help improve data reliability, widen data access, and streamline reporting processes. At UChicago, he served as a member of the Data Stewardship Council.

During his time at Harvard, Liam also supported senior leadership directly as a member of the President's Office. This included speechwriting, drafting university-wide and public communications, as well as staffing executive searches.



David Bressler

Manager, Advisory

KPMG LLP
55 Second Street
San Francisco, CA 94105

Tel 415-963-5100
davidbressler@kpmg.com

Function and specialization

David joined the KPMG Infrastructure Advisory practice in 2019. He has substantial experience in providing financial modeling and valuation

Education, licenses & certifications

- B.A., Economics and Business, Gettysburg College
- FINRA License Series 50

Core Team Delivery

Background

David joined the KPMG Infrastructure Advisory practice in 2019. He has substantial experience in providing financial modeling and valuation support for major capital infrastructure projects and project finance, reporting on investment opportunities and strategies, delivering project screening reports, developing bond financial models, and providing commercial advisory on infrastructure developments.

Professional and industry experience

While at KPMG David has spent a significant amount of time focusing on higher education clients. In addition, he has assisted clients in the transit, general government, private real estate, and private equity infrastructure investment sectors. Before joining KPMG, he worked with PFM Financial Advisors as part of their public finance group, providing transactional and financial modeling support for municipal government clients with a concentration in higher education and infrastructure.

Sample clients and engagements include:

- University of Texas at San Antonio – As a core team member David has led the development of two financial models for the University. The first model evaluates pro forma impacts across various funding structures for a new specialized academic building on campus including DBFOM, DBOM, and DBB. The second model is utilized to evaluate the current pro forma of the universities housing enterprise in order to evaluate the impacts future housing decisions may have on cash flow. These models could be utilized to evaluate proposals from interested private parties and lead to financial close of new assets on campus.
- University System of Georgia – David led the financial modeling effort which evaluated a potential portfolio of housing assets for P3 feasibility. The analysis included over 14,000 beds on 7 campuses across the state and was built to easily run numerous combinations across the different campuses. The model was utilized to create pro forma projections which led to the shortlisting of private party candidates after an RFQ process.
- During his time in municipal finance, David worked on over \$12 billion in successful bond transactions for issuers across New York, Connecticut, and Florida.



Chip Bowman

Managing Director

Fahrenheit Advisors
1500 MacTavish Ave,
Richmond,
VA 23230

Tel 804-955-4440, Ext. 125
Cell 804-475-1309
cbowman@fahrenheitadvisors.com

Function and specialization

- Strategic planning
- Crisis management
- Interim management and management transition
- Financing and banking relationships
- Internal and external business communication
- Systems and business process development and improvement
- Stakeholder management
- Turnaround situations

Representative clients

- Longwood University
- Enfield Timber
- BC Wood Products
- W. E. Bowman Construction
- Healey Railroad
- T. Parker Host and Host Terminals
- Avcor Health Care Products
- Smartbox Portable Storage
- Comerica Bank
- Bank of America

Professional associations

- Named 2015 CFO of the Year by Virginia Business Magazine
- Jefferson Insurance Company (Director)
- T. Parker Host (Past Director)
- Avcor Health Care Products (Past Director)

Education, licenses & certifications

- Certificate in Corporate Restructuring, Harvard Business School
- B.S. degree, Business Management, Virginia Commonwealth University

Core Team Support

Background

Chip helps develop Fahrenheit's business in Virginia by building and maintaining strong relationships with corporate level executives and referral sources and providing clients with customized strategies for solving their challenges and growing their business. He is skilled in leading operations and finance functions across numerous public and private industries including banking, healthcare, family business, education, manufacturing, and real estate development. Chip has a demonstrated ability to drive growth based on strategic vision and management of daily operations through process improvement, performance management, systems building, financial initiatives, and policy design and implementation. Chip also has experience in turnaround situations for middle market clients. He is a member of Fahrenheit's Leadership Team.

Professional and industry experience

Chip's hands on experience in C-level operating and finance roles includes establishing finance and accounting systems, improving organizational communication, operational improvement, systems design and implementation, and the evaluation and hiring of outside advisors, consultants, and professional service providers. He has also led pre-acquisition due diligence, post-acquisition integration, and new venture startups. Chip spent his early career working as a corporate banker in Virginia, Boston, DC, and Silicon Valley with a specialty in lending to private equity and venture capital portfolio companies and complex structured finance situations including debt restructuring.



Nkanta Hines Sr.

Managing Director

Fahrenheit Advisors
1500 MacTavish Ave,
Richmond, VA 23230

Tel 804-955-4440
Cell 804-926-9044
nhines@fahrenheitadvisors.com

Function and specialization

Nkata is a Managing Director at Fahrenheit Advisors. He specializes in Strategic Planning and Advisory, Executive & Leadership Coaching, and Healthcare and Research Operations.

Representative clients

- Capital Strategy Group, LLC
- American Board of Internal Medicine
- Center for Creative Leadership
- Fresenius Medical Care North America
- Hospital Corporation of America, Inc. (HCA)
- VCU Health

Education, licenses & certifications

- MBA degree Management, Averett University
- MSc, Biomedical Science, Eastern Virginia Medical School
- B.S., Biology, Virginia State University
- Lean Six Sigma, White Belt, DMAIC Methodology, Rutgers University
- Lean Six Sigma, Green Belt, DMAIC Methodology, Dupont

Core Team Support

Background

With over two decades of experience in operations, strategy, and leadership development, Nkanta's experience in translating organizational strategies into actionable initiatives helps clients improve their organizational readiness to endure and thrive in a rapidly changing workforce landscape.

Professional and industry experience

Nkanta began his career with a large global science and innovation organization and then transitioned to c-suite roles leading operational teams, strategic initiatives, and business development for private and public companies specializing in healthcare and leadership development.

Appendix B

Addendum



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

RFP ADDENDUM NO. 1:

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

The following changes are hereby incorporated into the aforementioned RFP:

1. Section XI: STATEMENT OF NEEDS: Part B, **ADD #18:**

18. Business process mapping, automation and change management consulting.

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

- Issue in eVA: 9/8/22
- Vendors submit questions by: 9/28/22 @ 4:00 PM EST
- Post Question 10/04/22 @ 5:00 PM
- Proposals 10/19/22 @2:00 PM
- Proposals to 10/21/22
- Review and Score 10/21/22 –
- Scores to 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

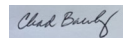
I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

KPMG LLP

NAME OF FIRM

Chad Bandy

NAME (Print or typed)



SIGNATURE

10/25/2022

DATE



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

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

- Issue in eVA: 9/8/22
- Vendors submit questions by: 9/28/22 @ 4:00 PM EST
- Post Question Responses: 10/04/22 @ 5:00 PM EST
- **Proposals Due: 10/19/22 @2:00 PM**
- 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

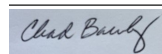
I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

KPMG LLP

NAME OF FIRM

Chad Bandy

NAME (Print or typed)



SIGNATURE

10/25/2022

DATE



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

REP 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 10/07/22 @ 5:00 PM
- **Proposals 10/26/22 @2:00 PM**
- Proposals to 10/28/22
- Review and Score 10/31/22 –
- 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

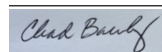
I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

KPMG LLP

NAME OF FIRM

Chad Bandy

NAME (Print or typed)



SIGNATURE

10/25/2022

DATE



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

REP 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.**

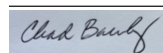
I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

KPMG LLP

NAME OF FIRM

Chad Bandy

NAME (Print or typed)



SIGNATURE

10/25/2022

DATE

Appendix C

Exceptions to Terms and Conditions

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
14	Attachment B – Sample Contract; X. Standard Terms and Conditions: I. CANCELLATION OF CONTRACT:	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. <u>However, if Mason seeks to terminate the Contract for breach or default by the Contractor, Mason shall first notify the Contractor in writing of its intent to terminate, identify the alleged deficiencies in performing giving rise to the intent to terminate, and shall not terminate the Contract for cause or default unless the Contractor fails to cure the specified deficiencies within thirty (30) days of Contractor's receipt of notice of such deficiencies.</u> Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract <u>except for payment of services already performed in accordance with contract requirements</u> 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.	KPMG requests to have 30-days' notice to cure any possible breaches.
14	Attachment B – Sample Contract; X. Standard Terms and Conditions: J. CHANGES TO THE CONTRACT: 2.	<u>The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional services to be provided shall be ancillary to the Contract services, or within the same broad product or service categories as were included in the Contract award. Any 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 the Contract.</u> Mason may order changes within the general scope of Contract at any time by	This term as edited is included in multiple KPMG contracts throughout the Commonwealth; KPMG needs to be able to agree to or reject any requested changes to assure we can comply with professional standards, e.g., independence, or not providing legal advice, etc.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p>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:</p> <p>By mutual agreement between the parties in writing; orD42</p> <p>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</p> <p>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</p>	

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		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.	
15	Attachment B – Sample Contract; X. Standard Terms and Conditions: K. CLAIMS:	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, <u>to the extent known</u> , 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.	KPMG requests this edit as we cannot notify Mason if we are not aware of an "intention" at the "occurrence or beginning"
15	Attachment B – Sample Contract; X. Standard Terms and Conditions: K. CLAIMS: 4.	1. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the ... 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the Governing Rules <u>In the event the Contractor disagrees with the Chief Procurement Officer's decision, and in all situations involving a claim or dispute by Mason against the Contractor relating to the Contract or the services provided hereunder, the parties agree that any such dispute or claim shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute</u>	KPMG requests this edit as Section 56 expressly permits Mason to agree to non-binding mediation, and this edit reflects this.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<u>through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude the Contractor from filing a timely formal claim in accordance with applicable Virginia law provided, however, that the Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.</u>	
15	Attachment B – Sample Contract; X. Standard Terms and Conditions: M. COMPLIANCE:	M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, and federal, and international laws or , regulations and/or requirements and any applicable industry professional standards, including but not limited to <u>which may include but not be limited to:</u> 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.	KPMG cannot agree to all "international laws" and KPMG is subject to "applicable professional standards," as an audit firm (for example, the American Institute of Certified Public Accountants [AICPA]).
16	Attachment B – Sample Contract; X. Standard Terms and Conditions:	c. That the University Procurement Officer shall, <u>subject to paragraph X.K hereof,</u> have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.	Clarifying edit

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
	P. CONTINUITY OF SERVICES: c.		
18	Attachment B – Sample Contract; X. Standard Terms and Conditions: U. EXPORT CONTROL:	<p>EXPORT CONTROL: <u>Contractor and Mason acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under this Contract. Mason shall not provide Contractor with, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.</u></p> <p>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:</p> <p>notify Mason (by sending an email to export@gmu.edu), and</p> <p>receive written authorization for shipment from Mason's Director of Export Controls.</p>	KPMG requests this edit as it does not provide items, data or services that are ITAR controlled or items, technology or software controlled under the "600 series" of the CCL.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p>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.</p> <p>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.</p>	
18	<p>Attachment B – Sample Contract;</p> <p>X. Standard Terms and Conditions:</p> <p>V. FORCE MAJEURE:</p>	<p>V. FORCE MAJEURE: Mason-Each party 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-such party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for</p>	KPMG requests to make this term mutual.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		services not yet performed, including any pre-paid deposits within 14 days.	
18	Attachment B – Sample Contract; X. Standard Terms and Conditions: W. FUTURE GOODS AND SERVICES:	W. FUTURE GOODS AND SERVICES: Mason reserves the right to have request 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 to be agreed upon .	KPMG requests this edit, as it cannot allow a Client the right to require additional services for <u>any</u> reason - for example, we may be precluded for independence reasons, or outside the scope of services we are able or allowed to provide (such as legal services), etc.
18	Attachment B – Sample Contract; X. Standard Terms and Conditions: X. 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, for death, bodily injury, or damage to tangible property to the extent arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by negligent or willful acts or omissions of 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.	Offer prior language from GMU - 1593-19-03 (2019): "U. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officer, agents and employees from any claims or damages, arising from or caused by Contractor's performance of its obligations to the extent the harm was caused by Contractor's willful or negligent acts or omissions."

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
18	Attachment B – Sample Contract; X. Standard Terms and Conditions: Z. INDEPENDENT CONTRACTOR:	Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason but is engaged as an independent contractor. The Contractor shall indemnify, defend, 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.	Clarifying edit to be consistent with Indemnification above.
19	Attachment B – Sample Contract; X. Standard Terms and Conditions: CC. INTELLECTUAL PROPERTY: (paragraph 2)	<u>Upon full and final payment to Contractor of fees owed under the Contract, Contractor (i) assigns to Mason, all right, title and interest in and to the deliverables except to the extent any Contractor Property is contained therein, and (ii) grants Mason a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with Mason's internal use of the deliverables. Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract or created, acquired, or licensed separately from the Contract, or created in performance of the Contract which are not specific to Mason, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, Mason agrees that nothing in this Contract prevents Contractor from using Residual Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the Services performed under the Contract.</u>	Based on the scope of services which includes services that may include "unique and proprietary knowledge," KPMG requests to maintain its intellectual property but will grant Mason a perpetual license to use IP which is included in any deliverables we provide.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
19	Attachment B – Sample Contract; X. Standard Terms and Conditions: CC. INTELLECTUAL PROPERTY: (paragraph 2)	<p>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.</p> <p>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.</p>	KPMG requests that this term be stricken as it is not a "work for hire" contract; also, please see above comment regarding IP.
20	Attachment B – Sample Contract; X. Standard Terms and Conditions: GG. REMEDIES:	<p>GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.</p>	KPMG requests this edit to be consistent with the edits to TERMINATION, above.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
21	Attachment B – Sample Contract; X. Standard Terms and Conditions: JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA:	<p>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.</p> <p>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 that is solely in the possession of 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.</p>	KPMG requests this edit to maintain control of its own legal positions, which could be required for reasons related to professional standards and other regulatory requirements, etc.
22	Attachment B – Sample Contract; X. Standard Terms and Conditions: OO. UNIVERSITY DATA:	<p>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, <u>which is provided or otherwise made available to Contractor pursuant to this Contract.</u></p> <p>Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:</p> <p>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-permitted by the Contract or as otherwise required by law, <u>legal process, or applicable professional standards.</u></p> <p>University Data will only be processed by</p>	KPMG requests these clarifying edits to (1) assure that the term applies only to data provided pursuant to the contract; (2) that we can disclose as needed internally; and (3) that we will provide notice unless legally prohibited from doing so (e.g., a subpoena, etc.)

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p>Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.</p> <p>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. The Contractor may disclose University Data to its partners, principals, employees, vendors, and/or subcontractors (if any) who have a business need to know such information and who are subject to fiduciary, professional or written obligations of confidentiality substantially similar to, and no less restrictive than, the obligations set forth herein.</p> <p>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.</p> <p>4. Contractor will take <u>commercially</u> reasonable measures, including such as audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University</p>	

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p>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.</p> <p>5. Contractor shall, unless legally prohibited from doing so, notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, which is made available to Contractor pursuant to this Contract, including but not limited to a request to view, access, delete, correct, or amend the information PII. Contractor shall not take any action regarding such a request except as directed by Mason.</p> <p>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.</p> <p>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. Mason will only make available to Contractor, and Contractor will only collect or process University Data that</p>	

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		is identified in the DPA and will only handle that PII 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.	
24	Attachment B – Sample Contract; X. Standard Terms and Conditions: PP. UNIVERSITY DATA SECURITY:	<p>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 commercially <u>reasonable best</u> 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 <u>commercially</u> reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry standard and up-to-date <u>reasonable</u> security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.</p> <p>1. Promptly 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 <u>review</u> 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</p>	KPMG request this clarifying edit, to align with its internal policies, which include that all KPMG personnel must report a potential loss, theft or any other unauthorized disclosure of, access to or use of client confidential information (in hard copy or electronic form), or of any equipment or device containing confidential information as soon as practicable.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p>the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.</p> <p>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.</p> <p>Mason reserves the right in its sole discretion to perform <u>assessments</u> audits of Contactor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such <u>assessment</u> audits. Contractor will make available to Mason all information <u>reasonably</u> necessary to demonstrate compliance with its data processing obligations. <u>Contractor will make every reasonable effort to be responsive to such requests for assessments, but reserves the right to limit disclosure of details, if it determines, in its sole judgement, that such disclosure would put at risk the confidentiality, availability or integrity of its own or its other clients of counterparties' data.</u> Failure to adequately protect</p>	

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.	
24	Attachment B – Sample Contract; X. Standard Terms and Conditions: QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION:	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, <u>if hard copy, or securely disposed if electronic</u> , 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	KPMG requests this edit to align with other requested edits regarding authorization to maintain some information for compliance purposes and our standard for destruction of latent data.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p>have reasonable access to University Data during the transition. In the event that Mason requests destruction-disposal of its data, Contractor agrees to destroy-dispose all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. <u>Upon request,</u> Contractor agrees to provide <u>written confirmation documentation</u> of data destruction-disposal to the University. <u>Notwithstanding any other provision herein, Contractor may retain a copy of information received, developed, or otherwise relating to this contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of records as contemplated by this paragraph.</u></p> <p>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</p>	

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p>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.</p>	
22	<p>Attachment B – Sample Contract;</p> <p>X. Standard Terms and Conditions: <u>TT. ADDITIONAL TERMS</u></p>	<p><u>TT. ADDITIONAL TERMS</u></p> <p><u>1. Limitation of Liability.</u> <u>Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Contract, any task order, or the services performed under the Contract shall be limited to the amount of fees paid or owing to the Contractor under the Contract. The contractor will not be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise.</u></p> <p><u>2. Management Decisions.</u> <u>Mason acknowledges and agrees that the Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Mason. KPMG will not perform management</u></p>	KPMG requests these additional terms.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p><u>functions or make management decisions for Mason.</u></p> <p>3. Use of Advice. <u>The deliverables are provided for Mason's sole benefit and internal business use and are not for the benefit of, or to be relied upon by any other party. The Contractor may, in its sole discretion mark such Advice to reflect the foregoing. Deliverables bearing the "KPMG" name or logo may only be disclosed to a third party in its entirety and unmodified.</u></p> <p>4. CPA Disclosure. <u>Contractor is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the services Contractor is providing, non-CPA holders may provide the services under the Contract.</u></p> <p>5. Authorized Third Parties. <u>Contractor may engage member firms of the KPMG network of independent firms and/or affiliated third-party providers ("Contractor Resources"), which may be in or outside the United States, to assist in the performance of the services. Contractor remains responsible to Mason for the performance of such Services, and adherence to obligations of confidentiality, by any Contractor Resources to the same extent Contractor is obligated under the terms of this Agreement. With the understanding that Contractor will remain responsible to the State for the Contractor Resources, the State acknowledges and agrees that the Contractor Resources will not be subject to flow-down terms set forth in the Contract.</u></p> <p>6. Use of Technologies. <u>Contractor's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by Contractor Resources, notwithstanding other requirements of this contract. In addition, Contractor may license certain proprietary and third-party software tools</u></p>	

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p><u>(“Enabling Tools”) for use by Mason to facilitate the Services. All other use is prohibited. Mason may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by Contractor in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and Mason access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. Mason shall download such Deliverables and documents for its records. Mason acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this contract and may be subject to additional terms specified in the Engagement Letter or other agreement. Enabling Tools are provided on an “as is,” “as available” basis.</u></p> <p><u>7. Volume Rebates.</u> Where Contractor is reimbursed for expenses, Contractor will bill for the amount Contractor paid, without any additional markup. After such expenses are incurred, Contractor may receive rebates or incentive payments based on aggregate purchases, which may include expenses reimbursed by Mason in addition to other Masons. Such rebates are not credited back to Mason but are used to reduce Contractor overhead.</p>	
28	Attachment C – Data Security Addendum 1. Definitions	<p>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,</p>	KPMG requests this clarifying edit to further define what is "Business Contact Information" and that this will not be considered PII.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		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 <u>personal</u> information protected by state or federal privacy laws. <u>For the purposes of this Addendum, "Business Contact Information" is not considered PII. "Business Contact Information" means information typically found on a business card such as name, work postal address, work telephone number, title, company name and work email address which are used individually or collectively for the purpose of enabling business coordination communications pursuant to the services or the Contract.</u>	
28	Attachment C – Data Security Addendum 1. Definitions	b. "University Data" includes all University owned Personally Identifiable Information and other information, <u>which is made available to Firm/Vendor pursuant to this Contract and</u> 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.	Clarifying edit.
28	Attachment C – Data Security Addendum 1. Definitions	c. "Sensitive University Data" means data identified by University to Selected Firm/Vendor as Sensitive University Data, <u>which is made available to Firm/Vendor pursuant to this Contract</u> 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 .	Clarifying edit.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
28	Attachment C – Data Security Addendum 1. Definitions	d. “Securely Destroy” RESERVED. 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.	KPMG requests that this term be stricken to align with above edits regarding destruction of latent data (QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION).
28	Attachment C – Data Security Addendum 1. Definitions	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 disclosed, access ed , alter ed ation, or used.	Clarifying edit.
28	Attachment C – Data Security Addendum 2. Data Security	a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants represents that all electronic Sensitive University Data will be encrypted in transmission across public networks (including via web interface) and stored at no less than 128-bit a commercially reasonable level of encryption. The University commits to work Firm/Vendor to implement policy-enforced TLS on servers used to exchange email and will not assert that Firm/Vendor is in breach of its encryption obligations hereunder if the University’s technology is the cause of the encryption failure. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be S securely disposed Destroyed , when destruction disposal is requested by University.	KPMG asks for this edit, as it cannot control Mason's encryption.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
28	Attachment C – Data Security Addendum 2. Data Security	b. RESERVED. 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	KPMG requests that this term be stricken to align with above edits regarding destruction of latent data (QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION).

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		confidentiality or integrity of any cardholder data.	
28	Attachment C – Data Security Addendum; 4. Security Breach	Security Breach 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 <u>reasonable</u> 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.	Clarifying edit.
28	Attachment C – Data Security Addendum; 5. Audits	Audits. a. RESERVED. 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	KPMG requests this edit, as we has many clients therefore cannot allow any one client to determine what is sufficient or what to modify.

George Mason University RFP-1827-23 – Financial Services			
Page #	Citation	Excerpt / Requested Edit	Rationale
		<p>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.</p> <p>b. <u>RESERVED</u>. 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.</p> <p>c. AICPA SOC Report (Type II)/per SSAE18: <u>Upon request and as applicable and available, S</u>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.</p>	

OTHER MATTERS

ASSUMPTIONS:

1. KPMG will need to review any Special T&Cs, not included in XVII.B of the RFP, as a condition of contract execution.
2. For the purposes of this arrangement and with respect to any federal reimbursement requirements, KPMG shall be a “contractor” per 2 C.F.R. § 200.331 and not a “subrecipient” of federal funds.
3. KPMG’s services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants (“AICPA”) Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagements as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.
4. Neither KPMG LLP nor its professionals will provide legal advice or engage in the practice of law in connection with the resulting engagement. All questions of law, including potential changes to current law, are the sole responsibility of the MASON in consultation with MASON counsel.
5. Should Counsel request that someone from KPMG provide expert testimony or an expert report in the future, Counsel and KPMG will discuss and mutually agree on whether KPMG is prepared to provide the services of an individual who can offer such testimony or provide a written expert report and if so, who would provide such testimony or report. If agreed, such work will be contracted under a separate engagement letter.
6. KPMG’s obligation to cooperate with the MASON’s vendors, contractors, etc. will not create a conflict of interest or an independence issue, or otherwise materially interfere with KPMG’s performance of the work.
7. MASON agrees that KPMG personnel may need to work remotely for extended periods of time, and MASON and KPMG shall use commercially reasonable efforts to mitigate any effect that remote work has on the performance of the Services.
8. MASON is aware that KPMG may be providing assurance, tax and/or advisory services to other actual or potential vendors, investors, or other third parties working with MASON. KPMG will perform an internal search for any potential MASON conflicts relating to any of MASON vendors, investors, other third parties identified by MASON as having a role in connection with KPMG’s performance of this Contract. KPMG will disclose, subject to confidentiality restrictions, to MASON of any conflicts of interest and obtain your consent to proceed with the services. However, KPMG is a large firm that is engaged by new MASONS on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in KPMG. Should any new information come to KPMG’s attention, KPMG will promptly inform MASON. KPMG shall perform this Contract in accordance with applicable professional standards. In the event a potential conflict is identified, in order to mitigate such a conflict, KPMG will cease work until your consent is received or an alternative course of action is mutually agreed upon. KPMG may be in possession of confidential information concerning these other parties that may be relevant to this engagement and that such information will not be disclosed to MASON unless other parties provide such information directly to MASON or to the KPMG engagement team providing services to MASON for purposes of the services described in this Contract.
9. It is assumed that hiring of any Subcontractor is subject to the successful completion of KPMG subcontractor onboarding processes.

DISCLOSURES:

Attachment B; X. Standard Terms and Conditions: 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:

KPMG LLP (KPMG or firm) is not presently suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency. To the best of our knowledge and belief, the firm has not been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state, or local government department or agency. [Note: if the question has a time limit, then the time limit can be inserted into the response.] To the best of our knowledge and belief, no current KPMG partner, principal, or employee has been suspended, debarred, voluntarily excluded, or declared ineligible by any federal, state or local government department or agency arising out of conduct while employed by KPMG.

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