



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

**STANDARD CONTRACT
GMU-1827-23-22**

This Contract entered on this 12th day of April, 2023 (Effective Date) by Berry, Dunn, McNeil & Parker, LLC hereinafter called "Contractor" (located at 2211 Congress Street, Portland, ME 04102-1955) 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 no 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 included 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 fee of any type permitted.

BerryDunn:

BerryDunn Role	Offsite (Remote/Virtual)	Onsite (Includes Travel Expenses)
	Hourly Rate	Hourly Rate
Paraprofessional	\$140	\$190
Consultant	\$205	\$255
Senior Consultant	\$225	\$275
Manager/Project Manager	\$275	\$325
Senior Manager/Project Leader	\$320	\$370
Principal	\$420	\$470

- 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.
- V. 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.

VI. METHOD OF PAYMENT: Option #3 – Invoices will be paid Net 30, with Paymode-X, 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. Invoices should be sent to acctpay@gmu.edu.

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

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Contractor's Best & Final Offer dated February 03, 2023 (attached)
- D. RFP No. GMU-1827-23, in its entirety (attached);
- E. Contractor's proposal dated October 26, 2022 (attached).

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: 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.

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 the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

- 1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
 - D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
 - E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
 - F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
 - G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
 - H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
 - I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
 - J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of this Contract.

2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH),

Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason’s Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.
 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu .
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** To the extent provided by the laws of the Commonwealth of Virginia, Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Contract. The Contractor agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Contract. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless Contractor for claims brought against Contractor.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its

employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.

- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

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

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

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

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

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

by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.

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

as directed by Mason.

6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

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

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

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

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


Contractor will notify the University of any impending cessation of its business and any contingency plans. This

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

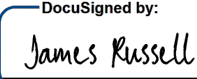
RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

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

Berry, Dunn, McNeil & Parker, LLC

DocuSigned by:

Signature 66CF44FFC91D484...
Name: Clint Davies
Title: Principal
Date: 4/12/2023

George Mason University

DocuSigned by:

Signature 2F61E096C77E4DC...
Name: James Russell
Title: Purchasing Director
Date: 4/12/2023

Data Security Addendum for inclusion in GMU-1827-23-22 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Berry, Dunn, McNeil & Parker, LLC ("Selected Firm/Vendor") dated April 12, 2023 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 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. Insurance

- a. In addition to the insurance requirements outlined in the University's Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. 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, costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.


6. 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

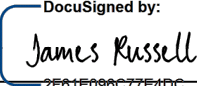
30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with 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.

Berry, Dunn, McNeil & Parker, LLC

By:  DocuSigned by:
66CF44FFC91D404...
Name: Clint Davies
Title: Principal
Date: 4/12/2023

George Mason University

By:  DocuSigned by:
2F61E096C77E4DC...
Name: James Russell
Title: Purchasing Director
Date: 4/12/2023



BEST AND FINAL OFFER (BAFO) RESPONSE TO

George Mason University

FOR

**Academic and Business
Consulting Services**

BerryDunn

2211 Congress Street
Portland, ME 04102-1955

Clinton E. Davies, Principal

cdavies@berrydunn.com | 207.541.2322

Joe Traino, Project Manager

jtraino@berrydunn.com | 480.482.3052

Submitted On:

February 6, 2023 in response to RFP #
GMU-1827-23



February 6, 2023

Davena Reynolds, VCO
Senior Buyer | Purchasing
George Mason University
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030

Sent via email to: dreyno3@gmu.edu

Dear Davena Reynolds:

Thank you for your communication regarding George Mason University's (Mason's, the University's) Request for Proposals (RFP) # GMU-1827-23 for Academic and Business Consulting Services.

Per the request in your February 1, 2023 email, this letter provides Berry Dunn McNeil & Parker, LLC's (d/b/a BerryDunn's) best and final offer (BAFO) response. In the table below, we have provided reduced offsite and onsite hourly rates for each of the job roles included in our proposal. Please note: BerryDunn does not charge for our time spent traveling to and from client sites.

Table 1: BerryDunn's Offsite and Onsite Hourly Rates by Role

BerryDunn Role	Offsite (Remote/Virtual)	Onsite (Includes Travel Expenses)
	Hourly Rate	Hourly Rate
Paraprofessional	\$140	\$190
Consultant	\$205	\$255
Senior Consultant	\$225	\$275
Manager/Project Manager	\$275	\$325
Senior Manager/Project Leader	\$320	\$370
Principal	\$420	\$470

We thank you for your consideration of our firm and our proposal. We are eager to work with Mason through this contract, and we welcome the opportunity to speak with you to address any questions you may have. I can be reached at 207-541-2322 and cdavies@berrydunn.com.

We look forward to hearing from you soon.

Sincerely,

Clinton E. Davies
Principal



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

opportunities/2. Proposal Presentation:

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

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

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

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

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

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

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

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

Total Points Available:

100

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

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

- XV. CONTRACT ADMINISTRATION:** Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.
- XVI. PAYMENT TERMS / METHOD OF PAYMENT:** Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract. Purchase order numbers must be referenced on all invoices submitted for payment.

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS – GMU-1827-23. (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, further negotiations may or may not be conducted with the Offeror(s).
 2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.

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

XVIII. RFP SCHEDULE (Subject to Change):

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



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

Company Name:	_____	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

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. **Employee Background Checks and Qualifications**

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

4. **Security Breach**

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

5. **Audits**

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

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

Selected Firm/Vendor

George Mason University

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____

PROPOSAL TO
George Mason University

TO PROVIDE
**Academic and Business
Consulting Services**

BerryDunn

2211 Congress Street
Portland, ME 04102-1955

Clinton E. Davies, Principal

cdavies@berrydunn.com | 207.541.2322

Joe Traino, Project Manager

jtraino@berrydunn.com | 480.482.3052

Proposal Submitted On:

October 26, 2022 before 2:00 p.m. EST in
response to RFP #GMU-1827-23



October 26, 2022

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

Dear Davena Reynolds and James Russell:

Enclosed is Berry Dunn McNeil & Parker, LLC's (d/b/a BerryDunn's) proposal in response to George Mason University's (Mason's, the University's) Request for Proposals (RFP) #GMU-1827-23 for Academic and Business Consulting Services.

We understand that Mason is seeking to create a pool of qualified vendors to provide consulting services for future projects. BerryDunn would like to be considered for the following categories outlined in Section XI. Statement of Needs, Subsection B:

- Higher education benchmarking and data analysis (#1)
- Organizational and operational assessments and improvements (#6)
- Strategic communication and change management of new initiatives or joint ventures (#8)
- Business process mapping, automation, and change management consulting (#18)

The potential services you seek through this contract are a core focus of our Higher Education Management and Information Technology (IT) Consulting Practice. Our team of higher education consulting professionals has the necessary experience and expertise to help Mason continue its work in becoming a leading higher education innovator in 21st century education.

As a Principal at BerryDunn, I am authorized to commit the firm to our proposal and any contractual agreement resulting from this RFP. I am also the individual who is authorized to provide clarification, make decisions, and negotiate this contract on behalf of BerryDunn. Our proposal remains firm for 90 days from the proposal due date of October 26, 2022, and an additional time period may be requested by Mason.

Thank you for your consideration of our firm and our proposal. We would be pleased to answer any questions you may have and are eager to discuss our services and qualifications with you.

We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clinton E. Davies', with a horizontal line underneath.

Clinton E. Davies, Principal
Berry Dunn McNeil & Parker, LLC (d/b/a BerryDunn)

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6. Legal History	16
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6.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.....	16
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Requests to Withhold Confidential Information from Public Release

In Table 1, we have provided a list of the information in our proposal that we request to be held in confidence and not released publicly.

Table 1: Information We Request to Be Held in Confidence

Information We Request to Be Held in Confidence		
Information We Request To Be Protected	Section Where This Information Can Be Found In This Proposal	Why We Are Requesting This Information Be Kept Confidential
Exceptions to Sample Contract	Section 1.d. Our Exceptions to Mason's Sample Contract (Attachment B and C of the RFP)	This information is sensitive to our firm.
References and Engagements	Section 4. References and Engagements	We value our clients' privacy and prefer not to release their names and contact information publicly. In addition, the release of our customer information could be used by a competitor to obtain an advantage that could be detrimental to our business.
Legal History	Section 6. Legal History	This information is sensitive to our firm.

Each section noted above has been clearly labeled "Confidential" in this proposal. If Mason has questions about these requests, we would be happy to discuss.

1. Procedural Information

B.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.)**

On the following pages, we have provided the following required documentation:

- A signed cover page (page 1 of the RFP)
- Signed Addenda:
 - RFP Addendum No. 1
 - RFP Addendum No. 2
 - RFP Addendum No. 3
 - RFP Addendum No. 4
- Attachment A – Small Business Subcontracting Plan
- BerryDunn’s payment preference

In addition, we have provided our requested exceptions to Mason’s contractual terms and conditions in Section 1.d. of this proposal document.



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 XIILA.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: Berry Dunn McNeil & Parker, LLC

Date: October 26, 2022

DBA: BerryDunn

Address: 2211 Congress Street

By: 
Signature

Portland, Maine 04102

FEI/FIN No. 01-0523282

Name: Clinton E. Davies

Fax No. (207) 774-2375

Title: Principal

Email: cdavies@berrydunn.com

Telephone No. (207) 541-2322

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

SWaM Certification Number: _____

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



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

RFP ADDENDUM NO. 1:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

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

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

Berry Dunn McNeil & Parker, LLC

NAME OF FIRM

Clinton E. Davies

NAME (Print or typed)

SIGNATURE

October 26, 2022

DATE



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

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:


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

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

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

Berry Dunn McNeil & Parker, LLC
NAME OF FIRM

Clinton E. Davies
NAME (Print or typed)


SIGNATURE

October 26, 2022
DATE



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Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
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RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

Berry Dunn McNeil & Parker, LLC
NAME OF FIRM

Clinton E. Davies
NAME (Print or typed)


SIGNATURE

October 26, 2022
DATE



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RFP ADDENDUM NO. 4:

Date: October 12, 2022
Reference RFP #GMU-1827-23
Title: Academic and Business Consulting Services
RFP Issued: September 08, 2022
Proposal Due Date: **October 26, 2022 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

Clarification to Vendor Question #41. Does the Reference and Engagements section of the RFP (as described in XIII 4.b.) count as part of the 20-page limit? **No.**

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

Berry, Dunn, McNeil & Parker, LLC

NAME OF FIRM

Clinton E. Davies

NAME (Print or typed)

A handwritten signature in blue ink, appearing to read "Clinton E. Davies", written over a horizontal line.

SIGNATURE

October 26, 2022

DATE



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ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Berry Dunn McNeil & Parker, LLC

Preparer Name: Clint Davies **Date:** October 26, 2022

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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: _____

1.c. Response to Section XVI. Payment Preference

Regarding Section XVI. Payment Terms/Method of Payment, BerryDunn prefers Option #3 for our payment terms and method of payment.

Table 2: BerryDunn's Preferred Payment Terms and Method of Payment

BerryDunn's Preferred Payment Terms and Method of Payment	
BerryDunn's Preference	Mason's Payment Terms/Method of Payment Options
	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 email: AcctPay@gmu.edu
<input checked="" type="checkbox"/>	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.

1.d. Our Exceptions to Mason’s Sample Contract (Attachments B and C of the RFP)

CONFIDENTIAL

Table 3: BerryDunn’s Exceptions to Mason’s Sample Contract (Attachments B and C of the RFP)

BerryDunn’s Exceptions to Mason’s Sample Contract (Attachments B and C of the RFP)	
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED

2. Executive Summary

B.2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.

BerryDunn works with colleges, universities, and multi-institution systems across the country. We partner with our clients to assess the organizational, operational, technological, and financial aspects of their institutions. Through close collaboration with our clients, we help institutions develop and set strategies, improve operations, streamline processes, and create innovative solutions for complex business process issues. Our commitment to integrity and serving the needs of our clients has led to sustained growth throughout our 48-year history.

We are dedicated to supporting colleges and universities, and we offer a range of consulting services to address their needs. Our services are designed to help institutions identify opportunities, adapt to change, and meet strategic goals. Our Higher Education Management and Information Technology (IT) Consulting Practice comprises seasoned professionals who are committed to keeping up to date with industry trends, regulatory requirements, current and emerging technologies, and best practices for leading change and managing projects. Our experience includes providing management and IT consulting services to both public and private institutions, including R1 research universities.

A key element of our approach involves understanding each institution's mission and vision. We know that Mason is committed to fostering an inclusive academic community where diverse perspectives are valued and students can thrive. Our team can help further this mission by providing consulting services that address the business processes and systems required to provide a positive student experience. We are knowledgeable about operations in higher education and the necessary services and support needed for internal departments to run smoothly. We understand the regulatory requirements with which you must comply as well as your dedication to providing timely, accessible, reliable, and secure services to your students, staff, faculty, administration, and alumni.

Our team has experience conducting complex projects that are highly visible—both within institutions and within the communities they serve. Such projects require input and collaboration from a broad group of leaders and stakeholders. We work with diverse interests, across multiple autonomous departments and institutions, to gain buy-in and move goals forward.

Our expertise also includes managing change to implement the cultural and structural adjustments required to support new processes, tools, and strategies. We have experience designing and implementing a wide array of training and development programs to reinforce the new, expected behaviors that come about with organizational change.

Universities of a similar size and complexity as Mason have trusted BerryDunn to assess, transform, and increase the value of their departments and services. When institutions leverage the insights and expertise of our team, they can spend more time and energy supporting students, staff, faculty, and alumni. We value the opportunity to serve institutions like Mason that have a deep dedication to their campus communities and to improving the lives of their students.

3. General Firm Background and Information

B.3. General firm background and information: Provide a background and a brief history of your firm not to exceed 3 pages.

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. Since its founding in 1974, BerryDunn has experienced sustained growth. Today, the firm employs more than 800 professionals from nine office locations and remotely from home offices across the United States.

We are dedicated to serving higher education institutions, including R1 research universities like Mason. BerryDunn has served more than 150 colleges and universities from across the country, offering a number of services, including organizational and operational assessments, change management consulting, benchmarking and data analysis, business process improvement, strategic planning, project management, and accounting, tax, and auditing.

The members of BerryDunn's Higher Education Management and IT Consulting Practice have significant experience in higher education and business consulting. Our consultants keep up to date with emerging technologies, enrollment trends, and regulations impacting higher education institutions.

In addition to our higher education focus, we also provide consulting services for organizations in a range of other industries, including healthcare, government, banking and finance, not-for-profit, and the private sector. We have found that our expertise across multiple industries is an asset to our clients. Our consultants regularly collaborate with colleagues across the firm to share information, discuss trends, design innovative solutions, and adapt best practices from multiple industries. As a result, our clients have access to a wide network of subject matter resources and cross-sector insights.

Guided by the firm's mission to help clients create, grow, and protect value, we work to surpass industry standards, including through the quality of our deliverables, the responsiveness of our teams, the timeliness of our communication, and the involvement of our principals and other senior-level professionals. Each year, BerryDunn solicits feedback through a client satisfaction survey independently conducted by Portland Research Group. The results of our most recent client satisfaction survey show we continue to meet or exceed expectations:



Figure A. High Satisfaction Ratings From Our Clients

4. References and Engagements

B.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.

CONFIDENTIAL	
Institution	REDACTED
Contact Information	REDACTED
Summary of Engagement	REDACTED
Dollar Value	REDACTED
Period of Performance	REDACTED

CONFIDENTIAL	
Institution	REDACTED
Contact Information	REDACTED
Summary of Engagement	REDACTED
Dollar Value	REDACTED
Period of Performance	REDACTED

CONFIDENTIAL	
Institution	REDACTED
Contact Information	REDACTED

Summary of Engagement	REDACTED
Dollar Value	REDACTED
Period of Performance	REDACTED

5. Approach

B.5. Approach: Specific plans or methodology to be used to perform the services.

In the following sections, we describe our plans and methodology for delivering the four consulting services included in this proposal. While these examples provide a high-level overview of our approach and methodology, we work with our clients to adapt our approach to suit the needs of the project and the goals of the institution.

We are committed to delivering high-quality products and services to our clients and have established quality assurance processes throughout our work. As part of this commitment to quality, we take a team-based approach to each of our services. A team approach provides our higher education clients with maximum value by offering the deep experience and executive oversight of a principal, the expertise of a project manager, the technical and administrative skills of business analysts and supporting staff, and targeted subject matter resources, all in a cost-conscious, results-oriented manner. Using this approach allows us to provide superior service and the highest quality deliverables while leveraging the experience of our team members to offer the right resources and guidance for each project.

5.a. Higher Education Benchmarking and Data Analysis (Service Category 1)

Benchmarking and data analysis are key activities that support an institution's decision-making and assessment of potential partnerships, new services, program offerings, and future ventures. We recognize that higher education benchmarking and data analysis will be crucial in supporting Mason's goal to engage in innovative, partnership-oriented ventures that expand access and bring Mason programs to new markets. Our team has the experience necessary to assist Mason in this work.

We have experience conducting specific, targeted benchmarking queries to determine comparisons against multiple peer and aspirant peer institutions. We work with our clients to choose the right institutions for benchmarking, helping our clients obtain a clear picture of where they stand among their peers. By employing proven benchmarking techniques, we help institutions assess current strengths and weaknesses and identify opportunities and potential threats.

Our analysis reflects our experience and knowledge of effective practices implemented at other institutions, best practices from industry resources, and the specific benchmarking queries we undertake. As part of our analysis and development of recommendations, we use comparative data from our own database as well as industry data and data published by trusted professional associations. We conduct surveys and analyze and interpret data to present clear findings and recommendations.

Table 4 provides a description of the steps, activities, and deliverables typically involved in a benchmarking and data analysis project led by our team.

Table 4 Example Work Plan for Higher Education Benchmarking and Data Analysis	
Step 1. Planning, Preparation, and Document Review	<p>We prioritize collaboration and planning early in the project to establish objectives and create a project plan that best serves the institution's needs. We conduct a kickoff meeting with project sponsors and key stakeholders to discuss known constraints, establish a project timeline, and finalize the project plan. During this step, we also request relevant information to review. This request includes background information specific to the identified service, department, program, or business process. Examples of information we might seek at this stage include organizational charts, job descriptions, current contracts, policies and procedures, and process documentation. At the end of this step, our team delivers a finalized project plan, project timeline, and a detailed request for information.</p>
Step 2. Current State Discovery	<p>To conduct effective benchmarking, we devote time early in the project to determine the current state. We review the documents and information requested in step one, and we facilitate targeted discussions with a representative sample of individuals who can provide relevant insights and expertise related to the current state. By speaking directly with individuals who have firsthand experience in the areas we are seeking to assess, our team can better identify existing challenges, pain points, and potential areas for improvement. We use information collected during this phase to inform our development of a benchmarking questionnaire, completed in step three, below. Using information collected during step two, we design questions that get the most value out of our requests to peer institutions. Prior to meetings and conversations conducted during this step, we will provide detailed agendas, helping us make the best use of participants' time. Items delivered at the end of this step include detailed agendas for meetings and interviews.</p>
Step 3. Develop Benchmarking Questionnaire	<p>Based on our planning discussions, document review, and meetings with stakeholders, we will develop a benchmarking questionnaire to guide our survey and analysis of identified peer institutions. We will leverage our prior experience working with over 150 institutions to design a questionnaire that facilitates the collection of appropriate information and insights.</p> <p>The benchmarking questionnaire typically comprises three sections:</p> <ul style="list-style-type: none"> a) Questions designed to collect general information and context about peer institutions to enable effective comparison b) Quantitative questions relevant to the benchmarking topic(s) c) Qualitative, open-response questions relevant to the benchmarking topic(s) <p>We work with our clients to review and refine the questionnaire prior to distribution. At the end of this step, we deliver a finalized peer questionnaire.</p>
Step 4. Identify Peer Institutions and Conduct Benchmarking	<p>We work with our clients to identify peer institutions to target for the study. We typically include current peers and aspirational peers to benchmark against and reach out to up to 10 institutions as part of this process. We also leverage our existing relationships and benchmarking data from previous studies when</p>

Table 4 Example Work Plan for Higher Education Benchmarking and Data Analysis	
	relevant or necessary. Once we identify peer institutions, we begin our outreach to solidify participation and distribute the peer questionnaire. After peer institutions complete the questionnaire, we then schedule interviews with leaders from each of the identified institutions to gather qualitative feedback and gain further clarity regarding quantitative feedback. We continue following up as needed to collect and validate specific information surfaced during benchmarking activities.
Step 5. Develop Analysis and Written Report	Based on our findings collected during step four, we create a benchmarking assessment report that includes a clear analysis and comparison of the institution to its peers and aspirant peer institutions. Our report outlines appropriate metrics suited for the objectives of the study and includes detailed responses collected via the questionnaire and facilitated discussions. In our report, we call out areas where the institution is performing strongly as well as opportunities and recommendations to improve performance.
Step 6. Present Findings and Recommendations	Our team presents the results of the study to appropriate stakeholders and leadership teams. The presentation provides an opportunity to discuss the findings in further detail and create a plan for recommendations. We encourage participants at this step to ask questions and collaborate on action items and next steps. Following these activities, we will incorporate edits in the assessment report as needed and deliver a final copy of the report.
Step 7. Share Sanitized Results with Participating Peer Institutions	Upon completion of our work, we create sanitized reports for each of the participating institutions. This approach has been effective in getting several peer institutions to participate in our engagements and provides participating peers the benefit of the benchmarking data as well.

5.b. Organizational and Operational Assessments and Improvements (Service Category 6)

Organizational and operational assessments and redesign efforts are significant undertakings that require thoughtful planning, change management, and intentional execution. Our process focuses on understanding our client's current environment and specific challenges. We work with our clients to build support for change across the institution and create a specific implementation plan to reach identified goals and outcomes.

Table 5 summarizes the steps and key deliverables typically included in the work that we do when performing organizational and operational assessments for our higher education clients. While this example illustrates our typical approach to this work, we adapt our processes and work plans to suit the specific needs of our clients.

Table 5 Example Work Plan for Organizational and Operational Assessments	
Step 1. Work Sessions with Institutional Leadership	We facilitate a work session with the institution and the appropriate leadership teams to review business and operational objectives. During these work sessions, we discuss the potential scope and impact of change, and we define intended outcomes. We discuss strategic topics to set the

Table 5 Example Work Plan for Organizational and Operational Assessments

	<p>direction for our work and determine how leadership will be engaged throughout the process. Topics covered during the initial work sessions include:</p> <ul style="list-style-type: none"> • Strategic initiatives planned and/or underway at the institution • The executive sponsor(s) for this effort and how they will be involved throughout the process <p>Following this work session, our team provides a written memo to recap the conversation; this document summarizes the discussion and details how the discussion topics covered during these work sessions will shape the project work moving forward.</p>
Step 2. Planning, Preparation, and Document Review	<p>We aim to clearly communicate the process, objectives, and expectations to relevant staff early in the process. Without effective communication, assessments of this nature can make staff uncomfortable and concerned for their jobs. We work closely with project leadership to develop a communication plan and a frequently asked questions (FAQs) document to help address concerns and enhance staff engagement.</p> <p>We also review information and materials relevant to the project objectives. The types of information that are typically helpful for us to review during this type of engagement, if available, include:</p> <ul style="list-style-type: none"> • Organizational charts and job descriptions • Strategic plans • Budgets • Past information collected via surveys • Processes and procedure documentation • Other materials helpful for understanding the current environment <p>We work with institutional leadership to facilitate a project kickoff meeting. The purpose of this meeting is to promote understanding of the objectives of the assessment, communicate future goals, answer questions, and help ensure that leadership has a role in setting the appropriate tone for the engagement. During the kickoff meeting, we will explain next steps and how we will engage with staff.</p>
Step 3. Stakeholder Perspectives on Current and Future Needs	<p>During this step, we distribute a questionnaire. The questionnaire is designed to gather information about existing services/functions, how these services/functions are or are not meeting identified needs of the University, and anticipated changes for the future. Our team works closely with project leadership to finalize the content of the questionnaire. We use Qualtrics, a web-based tool, to complete this step of the project.</p> <p>In addition to the questionnaire, our team conducts targeted interviews and focus groups with personnel to gain additional perspective about the organization, operations, and services. We provide interview and discussion agendas in advance to help guide discussions and make best use of participants' time.</p>

Table 5 Example Work Plan for Organizational and Operational Assessments

Step 4. Distribution of Questionnaire	<p>This step will vary significantly based on the nature of the assessment. For organizational assessments, it is important that we understand the specific roles and responsibilities of each employee in the Division, Department, or Unit that we are assessing.</p> <p>To do this, we create a survey to gather additional information about:</p> <ul style="list-style-type: none"> • How employees, on average, allocate their time among different job responsibilities and tasks • Roles, responsibilities, and alignment with existing job descriptions • Existing skills and interests • Challenges with the current organizational structure and opportunities for improvement <p>Our team includes mutually agreed upon descriptions and definitions for each staff role or service category to help ensure respondents understand the questions included in the survey. We work directly with our clients to finalize the content for any questionnaires used during assessment projects of this kind. Questionnaire responses provide valuable data about employees' roles, responsibilities, and perspectives. This questionnaire is a crucial part of our approach as it provides a means of collecting valuable information to inform subsequent steps in the project engagement.</p>
Step 5. Conduct Meetings with Internal Groups	<p>During this step, our team conducts focus groups and interviews with relevant groups and departments across campus to understand and assess the organization, operations, and services. We conduct introductory meetings with department leaders to understand each group and its structure, services provided, and management perspective. We then conduct focus groups with staff in relevant departments to understand staff experiences with user needs, services, technology, responsibilities, resources, capabilities, and perspective as related to their roles. For larger groups or departments, we typically organize focus groups by sub-groups or smaller internal teams. We have also conducted individual interviews with each employee depending on the nature of the assessment. Our approach for this step of the project can be adapted as necessary to help ensure the necessary teams and staff can participate fully.</p>
Step 6. Peer Benchmarking Analysis	<p>To gather additional information during organizational and operational assessments, our team conducts peer benchmarking analyses. During this step, we conduct specific targeted benchmarking queries with comparable and aspirant peer institutions. We typically gather data from a minimum of five institutions and use appropriate higher education industry comparisons.</p> <p>Our team develops benchmarking questions and topics based on the information gathered in surveys, focus groups, and meetings during earlier steps of the project. Once the questions and topics are approved by our client, we connect with leaders at each institution to gather feedback and responses. Findings from the benchmarking research are typically provided as a standalone document that is also incorporated into the assessment.</p>

Table 5 Example Work Plan for Organizational and Operational Assessments

Step 7. Analysis of Information and Development of Assessment	<p>During this step, our team analyzes the information gathered thus far. We develop a written report that provides an independent and objective picture of the institution’s current environment. The report typically includes the following components:</p> <ol style="list-style-type: none"> 1. An executive summary 2. Our approach and methodology 3. Our analysis of each group, presented in a consistent format 4. Specific roles, responsibilities, services, and gaps that may exist 5. Current challenges and opportunities for improvement 6. Findings and recommendations pertaining to overall organizational structure, services, processes, and future state. Depending on the nature of the assessment, this may include specific recommendations, timing, and estimated costs to implement the organizational or operational recommendations. <p>We collaborate with our clients throughout the process to help ensure that our assessment is on target to meet the institution’s needs. The report is designed to promote understanding at various levels of the institution.</p>
Step 8. Present Recommendations and Feedback	<p>We present the results of the assessment to institutional leadership and appropriate stakeholders. This provides an opportunity to discuss the findings and recommendations, ask questions, and collaborate regarding action items and next steps. Following the session(s) during this step, we incorporate edits to the document as needed and deliver a final version.</p>

5.c. Strategic Communication and Change Management of New Initiatives or Joint Ventures (Service Category 8)

BerryDunn’s expertise includes proactively managing change to implement the cultural and structural adjustments required to support new processes, tools, and strategies. In our experience, deliberate change management is one of the most critical factors determining the success of an initiative that considers alternatives to the status quo and how work will be performed. Stakeholders’ willingness to adopt new processes, tools, and responsibilities plays a significant role in the success—or failure—of new initiatives.

We have adopted the Prosci® change management methodology, and members of our consulting team are Prosci® Certified Change Practitioners. BerryDunn has successfully used Prosci’s® proven change management methodology, known as “ADKAR,” to help our clients lead and manage change. The ADKAR method follows a series of steps and activities ordered in the following way:

- Creating **A**wareness of the need for change
- Building **D**esire to support the change
- Delivering **K**nowledge of how to change
- Increasing **A**bility to demonstrate skills and behaviors
- Committing to **R**einforcement to make the change stick

In alignment with this methodology, our approach to change management in our work with higher education clients is organized into three steps or phases, as outlined in Table 6.

Table 6: Change Management Approach for New Initiatives	
Step 1. Preparing for Change	To prepare for change, we work with our clients to develop a change management plan. Our team assists in creating a change management plan that reflects the unique needs of the institution, drawing on best practices and Prosci® change management methodology. The plan incorporates input from campus leadership and key stakeholders regarding the existing environment and the need for change.
Step 2. Managing Change	To effectively manage the change, we help clients with activities related to overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan. We provide support, monitoring, and consulting services throughout the project to help our clients effectively manage the change.
Step 3. Reinforcing Change	The final step in our approach is to help our clients reinforce the desired change. This involves evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes. We have designed, implemented, and conducted a wide array of training and development programs for reinforcing new, expected behaviors that come about with organizational change.

We work with our clients to communicate and educate stakeholders about future changes (in advance of the change taking place) and provide a structured process to manage resistance to change. Additionally, our team proactively manages change by involving stakeholders at key stages throughout the process to build support and buy-in for key decisions. This preparedness can provide additional value during change implementation as project stakeholders embrace change and become vested in the targeted initiative.

We strive to be flexible when it comes to development and execution of our change management approach. We understand that no two engagements are exactly alike and believe that one of the primary reasons we have been successful with past projects is our willingness to be flexible in adapting to our clients' unique needs.

5.d. Business Process Mapping, Automation and Change Management Consulting (Service Category 18)

Our consulting team works with clients who are looking for ways to improve the effectiveness and efficiency of the services they provide. We help clients assess current processes, systems, organizational structures, and staffing to identify opportunities to strengthen and streamline the way that work is done.

Analyzing current processes and integrating best practices is the first step in achieving efficient business and technical processes. Our team is experienced documenting both current and future business processes and identifying tasks that are time consuming and/or create bottlenecks or redundancies within processes.

We provide a range of services related to business process analysis, business process re-engineering, resource review, and organizational analysis, including the following services:

- Documenting current (“As-Is”) and future (“To Be”) business processes
- Identifying opportunities to strengthen business processes to eliminate redundancy, increase productivity, and reduce costs
- Recommending modifications to business processes to leverage features and functionalities offered by modern technology applications
- Conducting gap analyses against industry best practices
- Supporting clients through the process of implementing changes to processes
- Developing functional and technical requirements for new or replacement software systems, if warranted

We have extensive experience working on large and complex business process engagements. As part of our approach, we involve stakeholders early and often throughout the project, which helps build awareness for change and promote greater buy-in and support for recommendations and changes in the future (“To-Be”) environment.

The basic premise that we use when evaluating new and existing business processes, technologies, and organizational structures is simple: we work with the client to retain those processes, systems, and staffing structures that are functioning optimally, and we introduce optimization recommendations only when existing processes, systems, and/or staffing models are not meeting the needs of the institution.

Table 7 describes our typical approach for conducting business process mapping, automation, and change management consulting for our higher education clients. As with all our projects, our approach begins by defining the objectives and establishing a work plan that addresses those objectives. We work in collaboration with our clients to create a customized work plan that takes into account the unique needs and goals of the institution.

Table 7: Example Work Plan for Business Process Mapping, Automation, and Change Management Consulting	
Step 1. Planning, Preparation, and Document Review	<p>To begin the project, our team conducts a meeting to discuss the project plan and goals of the project. Our team identifies any known project constraints and reviews the project timeline. During this step, we also discuss our approach for managing communications throughout the project. Our team typically requests a designated project sponsor to serve as the primary point of contact throughout the duration of the project. In addition to project planning, our team will request any documentation that might be helpful for better understanding the objectives of the institution and the current state.</p> <p>At the beginning of the project, our team requests relevant information and documentation, including existing business process materials, organizational charts, inventories of current systems, and current policies and procedures.</p> <p>Reviewing this information allows our team to gain important insights into the current state prior to beginning the project. Following planning sessions held during this step, our team adjusts the work plan as necessary to reflect decisions made.</p>

Table 7: Example Work Plan for Business Process Mapping, Automation, and Change Management Consulting

<p>Step 2. Surveys and Onsite Visits to Assess “As-Is” Processes</p>	<p>As part of our process for conducting business process mapping, automation, and change management consulting, our team develops surveys to distribute prior to any onsite visit. We use surveys to gather important feedback and information from academic and administrative leadership as well as staff, faculty, and students as necessary. We prepare a memo prior to distribution that describes the nature and objective of the survey, provides a link to complete the survey online, and invites participation in the survey process. Once the survey is live, our team monitors responses and analyzes data as responses are completed.</p> <p>The survey is used to solicit feedback on steps conducted in current business processes as well as perceptions on process challenges and gaps. This stakeholder feedback informs our initial understandings of institutional operations, core and sub-processes, and specific areas to address further. We use survey data to inform our development of the schedule of onsite visits and the agendas of the work sessions.</p> <p>Gathering important information at the start of the project supports advance planning, communication, and efficient use of project participants’ time. Completing the survey ahead of time also allows stakeholders to begin thinking about business process issues in advance of face-to-face work sessions. Deliverables included at this step of the project include the initial online survey, meeting agendas, and a schedule for onsite work.</p>
<p>Step 3. Assessment of “As-Is” Business Processes</p>	<p>Our team conducts onsite visits and assessments of current business processes. Our team will conduct a series of work sessions, interviews, and observations to discuss and understand the core current business processes. We work with stakeholders to identify “As-Is” processes, using our proven methodology, higher education experience, and tools adapted from Lean/Six Sigma and other project management resources. To capture process map diagrams, our team uses Microsoft Visio, tailoring various custom templates to share information with project leaders.</p> <p>Onsite meetings are led by our team of consultants who provide key facilitation and process mapping support. Process maps developed at this stage are collected in tandem with feedback from stakeholders. Our team works to collect information about process steps, challenges, pain points, gaps, and opportunities for optimization.</p> <p>During this stage, our team also analyzes flows of data and captures relevant data challenges and system pain points in maps and narrative documentation. We assess data in terms of particular “life cycles”—for example, student life cycles, document life cycles, and more. We identify how and where data and systems are employed in business processes and highlight ways that data flow and systems could be streamlined, strengthened, and optimized.</p>

Table 7: Example Work Plan for Business Process Mapping, Automation, and Change Management Consulting	
	<p>In process work sessions we create diagrams to show detailed differences between manual, paper, and electronic process steps; decision points; pain points; and potential system requirements. The “As-Is” diagrams serve as a starting point for further discussion of “To-Be” opportunities and identification of preliminary system requirements. In addition, we routinely include mapping diagrams in our project findings and final Business Process Report.</p>
Step 4. Complete Analysis of As-Is Processes and Schedule “To-Be” Work Sessions	<p>Based on the information gathered in steps one, two, and three, our team conducts and completes an analysis of “As-Is” business processes. Our written analysis captures and summarizes key issues impacting business processes and their efficiency, effectiveness, and sustainability. Our analysis also captures information on system gaps and challenges and identifies potential opportunities for functionality in a new system. As a follow-up to our on-site assessment work, we share drafts of process maps with stakeholders for feedback. These process maps are further refined in response to stakeholder feedback and finalized as appropriate.</p> <p>We work closely with our clients to plan and schedule stakeholder interviews and work sessions to develop the “To-Be” process documentation, leveraging information learned from the project work conducted to date. Meeting schedules and agendas are distributed to participants in advance. At this step of the project, our team delivers “As-Is” process maps with brief narrative analyses and a schedule of on-site visits for “To-Be” work sessions.</p>
Step 5. Conduct Onsite Assessment of “To-Be” Processes	<p>Our team conducts a second round of stakeholder meetings. The meetings are structured to review the “As-Is” process maps and discuss pain points and challenges. We facilitate a second round of “process work sessions,” with approaches similar to those used in the “As-Is” work sessions. Our consultants act as the meeting facilitator and process-mapper to guide session participants in reviewing “As-Is” documentation for opportunities to streamline, eliminate, and/or optimize business processes. We engage participants in identifying desired features and gaps in current system functionality. Information learned during this step is captured in “To-Be” process documentation and narrative summaries. We then organize the information and conduct an exit meeting with project leadership. In our exit meeting, we recap our visit, resolve open issues, and discuss next steps of the project. We identify any topics or issues that need further clarification and provide follow-up support as needed.</p>
Step 6. Finalize “To-Be” Documentation	<p>Our project team completes documentation and analyses of “To-Be” business processes. We share drafts and collect feedback before finalizing documents for distribution to the wider project team. We conduct a final, cumulative business process analysis and share this in a final written report. The final report is structured to facilitate understanding of findings and recommendations by a diverse audience that may include senior leadership, academic, administrative, and student stakeholders.</p>

Table 7: Example Work Plan for Business Process Mapping, Automation, and Change Management Consulting

Step 7. Present Project Findings, Recommendations, and Next Steps	Our consultants are available to present project findings and recommendations with project leadership and participants as necessary or appropriate for the project. We help our clients determine next steps and create a plan for future action following the project.
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6. Legal History

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.

CONFIDENTIAL

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

REDACTED

6.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.

REDACTED

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

REDACTED

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

REDACTED

7. Cost of Services

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.

Table 8 below provides hourly rates by role for BerryDunn to perform services for Mason, including expenses. Please note: BerryDunn does not charge for our time spent traveling to and from client sites.

Table 8: BerryDunn's Offsite and Onsite Hourly Rates by Role

BerryDunn's Offsite and Onsite Hourly Rates by Role		
BerryDunn Role	Offsite (Remote/Virtual)	Onsite (Includes Travel Expenses)
	Hourly Rate	Hourly Rate
Paraprofessional	\$200	\$230
Consultant	\$240	\$270
Senior Consultant	\$260	\$290
Manager/Project Manager	\$320	\$350
Senior Manager/Project Leader	\$370	\$400
Principal	\$500	\$530

Our composite hourly rates typically run between \$240 - \$280 depending on the project's scope of work, complexity, and staffing.

Appendix A: Staff Resumes

On the following pages, we have included staff resumes for consultants in our Higher Education Management and IT Consulting Practice Group who we anticipate would provide services to Mason.



Clint Davies, MBA, COBIT, ITIL (F), Prosci® CCP Principal

Clint Davies is a Principal at BerryDunn and leads our Management and IT Consulting Group and Higher Education Consulting Practice. He has more than 35 years of experience providing management consulting, and he draws on his prior experience to help institutions define and implement innovative solutions. Clint has experience assisting clients with a range of projects and activities, including enterprise efforts, comprehensive assessments, process improvement, organizational structure, technology and strategic business planning, governance, service delivery, and planning for future resource needs. Clint is experienced with change management and communicating with a broad range of leaders, stakeholders, and governance boards. Prior to joining BerryDunn, Clint worked for KPMG in the public and private sectors and for an IT vendor serving K–12 education and public sector clients.

Experience Highlights

Organizational, operational, and staffing assessments. Clint regularly works with executives and leadership to evaluate and strengthen organizational structure, operations, and staffing, and develop funding models to support the most efficient and effective delivery of services. He has guided numerous clients through the process of establishing a vision and goals, evaluating strengths and challenges with the current environment, and recommending changes to align resources to meet the organization's needs.

Business process improvement. Clint has helped many clients undertake process improvement and change-related projects. Clients include colleges and universities, public sector organizations, healthcare organizations, and not-for-profits. Projects have entailed streamlining operations, processes, and workflow; developing management skills; teaching new practices and procedures; and adopting new technology. Clint also helps organizations find opportunities to achieve cost reduction and greater efficiency and effectiveness of services through the use of technology. Clients include Texas A&M University, California Western School of Law, Excelsior College, Montgomery College, Averett University, and Southern Adventist University, among others.

Change planning. Clint is a Prosci® Certified Change Practitioner. He is adept and experienced in change management practices and the communications that support and set the tone and direction for change. His work has entailed helping management establish a guiding vision, planning for change, communicating to the community and stakeholders who need to change, and planning, creating, and executing follow-through strategies and tactics to gain buy-in and support.

Strategic business and technology planning. Clint has extensive experience working with clients to evaluate their environment and facilitate planning for future initiatives, technology, infrastructure, and resource needs. These engagements involve collaborating with client stakeholders to establish a strategic vision that aligns with the organization's overall mission and strategy; developing strategic initiatives; establishing governance and funding models that sustain technology; and crafting roadmaps to guide the implementation of recommendations. Clint has led all of BerryDunn's higher education strategic planning projects.

IT risk, control, and compliance work. Clint is experienced in conducting enterprise risk and technology compliance assessments and making recommendations to improve security, risk, and operational performance. Clint has experience working with National Institute of Standards and Technology (NIST); International Organization for Standardization (ISO); Health Insurance Portability and Accountability Act (HIPAA); and other compliance standards as well as looking at IT controls. He has also served as the Project Principal for penetration testing; System and Organization Controls (SOC); and Payment Card Industry (PCI) compliance engagements for clients in higher education and other industries.

Advising leadership. Clint has considerable experience working with executives. He is an effective communicator, teacher, coach, and advisor to leaders who have institutional and technology responsibility.

Education and Certifications

- MBA, University of Maine at Orono
- Certified in COBIT 5 Foundation
- ITIL Foundation Certificate in IT Service Management
- Prosci® Certified Change Management Practitioner

Clint regularly participates in higher education association conferences, including the National Association of College and University Business Officers (NACUBO) and EDUCAUSE, and he speaks at industry events. He is also a commercially licensed pilot, flight instructor, and aviation educator. He leverages his aviation and business background in working with clients.



Joe Traino, MBA, Prosci® CCP

Senior Manager

Joe Traino is a Senior Manager in BerryDunn's Higher Education Management and IT Consulting Practice. He has more than 30 years of experience delivering technology and strategic solutions to meet critical client needs. He draws on his higher education leadership background to support clients as they transform their organizations.

Experience Highlights

Organizational assessment, transformation, and change readiness. Joe leads organizational transformation efforts using change readiness methodologies. Joe helps clients gain a better understanding of their potential, helping them to transform their organizations by focusing on people, processes, and systems. Joe has developed and modernized assessment methodologies to meet clients' changing needs. One of Joe's recent projects includes a business services assessment and transformation project for California State University – Long Beach to assess and identify opportunities for greater efficiencies and effectiveness across the largest business functional areas.

Assessments and strategic planning. Joe has led assessment and strategic planning projects for colleges and universities. Through these engagements, Joe has provided clients with a better understanding of their environments through a holistic fact-finding approach and provided recommendations to improve their operations. He provides higher education clients with effective and efficient approaches, and realistic roadmaps to help clients meet strategic goals.

Enterprise Resource Planning (ERP) evaluation, assessment, and implementation. Joe has led ERP assessments, business process reviews, and implementation initiatives for clients seeking greater efficiencies from their ERP systems. He has led several ERP implementations and upgrades, including moving to the cloud. Joe has led several ERP evaluations to determine the overall effectiveness of the ERP systems and the ability for the organization to leverage functionality to meet business needs.

Higher education IT leadership. Joe has provided senior leadership and project management expertise to higher education institutions. He has held multiple executive-level leadership roles in higher education, including as Chief Information Officer (CIO) for Norfolk State University and Chief Technology Officer for Coconino Community College in Flagstaff, Arizona. For two years, he served as the Deputy Chief Information Officer at the Community College of Baltimore County, the largest community college in Maryland.

Education and Certifications

- EdD, Organizational Leadership, Grand Canyon University (Anticipated 2022)
- MBA, Northcentral University
- BS, Computer Science, University of Baltimore
- Prosci® Certified Change Practitioner



Tucker Cutter, BS, PMP®, COBIT, ITIL (F), LSSGB, Prosci® CCP
Senior Manager

Tucker Cutter is a Senior Manager in BerryDunn's Higher Education Management and IT Consulting Practice. He works with clients to assess and improve business processes and systems. Tucker has experience collecting and analyzing institutional data; interviewing stakeholders;

benchmarking; documenting and organizing findings; developing analyses and recommendations; and report writing. He regularly conducts research on assessment-specific topics, technology and systems, and higher education industry trends to maintain a working knowledge of the key issues institutions face. He assists clients with conducting organizational assessments; process improvement; enterprise system planning and selection; IT assessments; and strategic technology planning.

Experience Highlights

Organizational reviews. Tucker works with clients to identify opportunities to gain efficiencies and cost savings through better use of resources. This includes facilitating organizational change and redesigning services. He was a core team member in our organizational reviews for the Tennessee Board of Regents, the Community College System of New Hampshire, California State University – Long Beach, and Suffolk County Community College.

His recent experience also includes a university-wide IT Organizational Review for the University of North Carolina at Charlotte (UNC Charlotte). Tucker assessed all IT resources and services at UNC Charlotte to recommend a future organizational structure and roadmap designed to improve efficiency, best meet IT needs, and provide professional development opportunities for staff.

Business process analysis and service design and management. Tucker works with clients to align their services and processes with institutional objectives. This work includes facilitating work sessions to identify future state processes; identifying best practices; benchmarking against peer institutions; and developing detailed roadmaps to implement change.

His experience includes an engagement with the University of North Carolina at Charlotte's Division of Business Affairs where he analyzed IT services, organization, and service delivery. He developed educational materials regarding IT service delivery concepts and principles and facilitated workshops on IT service design. He worked with EDUCAUSE Center for Analysis and Research (ECAR) service design constructs and participated in the development of the IT service catalog. Tucker also led an effort to align the incident management processes of the seven universities that comprise the University of Maine System. This effort included mapping current state processes and developing future state processes to align on a unified ticketing system.

Change planning. Tucker is a Prosci® Certified Change Practitioner. He is experienced in change management practices and communication strategies to facilitate change. His work has entailed helping clients plan for change, communicating to the campus community and stakeholders who are affected by the change, and working collaboratively with clients to help gain buy-in and support.

Strategic planning. Tucker provides IT strategic planning services to colleges and universities across the country. His recent work includes conducting IT strategic planning projects for Western Nebraska Community College; California State University, Los Angeles; and Santa Monica College. He was a core team member in our recent IT Assessment and Strategic Planning work for the University of Rhode Island. Tucker also helps higher education and private sector clients develop remote and hybrid workforce strategies.

Project health assessments. Tucker recently served as the project management and governance lead for a project health assessment that BerryDunn conducted for a large technology modernization initiative. Tucker's role on the project included project planning; documentation review; designing and developing stakeholder surveys; facilitating interviews and focus groups; identifying project risks and issues; and recommending remediation strategies. Assessment areas that Tucker was responsible for included: project planning; scope management; schedule management; budget; funding; communication; organizational change management; change control; training; compliance; project governance; risk and issue management; stakeholder management; and resourcing.

Enterprise systems consulting. Tucker provides ERP and other system consulting services to our higher education clients. He participates in all aspects of the project, including cost-benefit analyses; Net Present Value calculations; and conducting in-depth research on enterprise system vendors ranging from COTS products to SaaS to community source. Some of Tucker's work includes conducting ERP/enterprise system feasibility studies for Excelsior College; the Tennessee Board of Regents; Western Illinois University; Wayne State University; and Washington State University.

Education and Certifications

- BS, Business Administration, Dual Option in Marketing and Finance, University of New Hampshire
- Certified in COBIT 5 Foundation
- Project Management Professional (PMP®)
- ITIL Foundation Certificate in IT Service Management
- Lean Six Sigma Green Belt (LSSGB)
- Prosci® Certified Change Practitioner



Chase Goode, BA, LSSGB

Consultant

Chase Goode is a Consultant in BerryDunn's Higher Education Management and IT Consulting Practice. Chase draws on his project management and analytics expertise to share insights with clients. He has experience in delivering strategic solutions to meet client needs in higher education.

Experience Highlights

Strategic planning. Chase has experience providing client support to aid strategic planning activities, including facilitating interviews, focus groups, and work sessions. His recent projects have included several IT strategic planning projects involving assessment and identification of key pillars of IT services and technologies for higher education institutions. Additional work performed included developing and analyzing institution-wide surveys, stakeholder meetings, and focus groups as well as benchmarking with other IT leaders at peer institutions. Chase helps clients develop sustainable, actionable plans that promote buy-in and support from the entire campus.

Organizational management. Chase is experienced with labor market analysis. Chase's recent work has included a compensation analysis of IT staff and management at Middle Tennessee State University (MTSU). His work for MTSU focused on a detailed breakdown of 91 employee salaries compared to the current market ranges in the Nashville Metropolitan area by cross-referencing five different databases. This analysis provided greater visibility into and guidance for the challenges MTSU was experiencing when hiring and retaining employees.

System evaluations and analysis. Chase is experienced in conducting system analysis and has worked with clients to gauge their software needs. This includes identifying gaps in current system functionality; facilitating vendor comparisons; and assessing a system's potential to meet the needs of the client. To help clients identify appropriate software solutions, Chase gathers feedback on the current state, pain points, and needs; he conducts vendor research and develops clear recommendations; and he assists clients with planning for implementation next steps.

Data Governance assessment and implementation. Chase is currently a key team member providing consulting services to a university in developing and implementing a data governance framework. Work has included assessing the current state and developing to-be models. He also led the development and management of the project roadmap.

IT risk and risk assessments. Chase is experienced in conducting risk assessments for businesses in the not-for-profit industry. He works with organizations to provide a picture of the potential risks to current business process and has experience creating System and Organization Controls (SOC) 1 and SOC 2 audit reports. His recent work experience included developing a risk register for a not-for-profit healthcare organization. The goal of the project was to assist the organization in assessing risks, develop mitigation strategies, and help identify prospective vendor software solutions. Chase conducted vendor analysis for an Enterprise Risk Management (ERM) system for the client and developed next-step recommendations.

Education and Certifications

- BA, Double Major in Economics: Finance Concentration and International Studies, Colby College
- Lean Six Sigma Green Belt (LSSGB)