



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

STANDARD CONTRACT GMU-1827-23-21

This Contract entered on this 11 day of April, 2023 (Effective Date) by Deloitte Consulting LLP hereinafter called “Contractor” (located at 2941 Fairview Park Drive, Suite 400, Fairview Park, VA 22042) and George Mason University hereinafter called “Mason,” or “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide consulting services (the “Services”) as mutually agreed upon by the parties in separate written statements of work (each, a “SOW”), executed by duly authorized representatives of Contractor and Mason. All rights and obligations of Contractor and Mason hereunder shall be deemed to apply to such SOW as if fully set forth therein, 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.

Deloitte Consulting LLP:

Engagement Principal: \$502.55
Engagement Director: \$469.78
Subject Matter Advisors: \$409.69
Consulting Senior Lead: \$365.99
Consulting Project Manager: \$349.60
Consulting Lead: \$327.75
Consultant: \$284.05
Analyst: \$262.20
Associate Analyst: \$240.35

- 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 (a statement of work) in accordance with the established prices included herein. Once mutually agreed upon in a SOW, 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 dated April 15, 2021(attached);
- C. The applicable SOW;
- D. Contractor's Best & Final Offer dated February 03, 2023 (attached);
- E. RFP No. GMU-1827-23, in its entirety (attached);
- F. Contractor's proposal dated October 26, 2022 (attached).

In the event of any conflict between the terms of this Contract and any other Contract Documents, the terms of this Contract shall control. Notwithstanding the immediately preceding sentence, in the event that an SOW expressly provides that certain provisions therein shall control over specified provisions of this Contract, then, to the extent that such provisions of the SOW conflict with the specified provisions of this Contract, such provisions of the SOW shall control.

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 billing and payment books, records, and other documents relative to the fees and expenses incurred in performing the Services under this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Upon reasonable advance notice, during normal business hours, 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 to the extent reasonably necessary to substantiate payment made under this Contract.
 - 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 (based on Contractor's policies) completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past five 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 for convenience, , without penalty, for any reason, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party for convenience, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party.

A SOW may be terminated by a party, for cause, by giving 30 days' prior written notice to the other party, provided that the breaching party does not cure the breach within the notice period. Contractor may terminate this Contract, any SOW or any part of the Services, upon written notice to Mason, if Contractor determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules. Upon any termination of any

SOW, Mason shall pay Contractor for all Services performed through the effective date of termination of such SOW.

Any termination of the Contract shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding SOWs executed prior to the effective date of cancellation that are in existence at the effective date of such termination and under which the Services have not been completed, however no new SOWs may be executed after the effective date of any termination of this Contract. If any SOW is terminated pursuant to this Contract, this Contract shall continue to apply to all SOWs that have not been terminated.

J. CHANGES TO THE SCOPE OF WORK: :

1. The parties may agree in writing to modify the scope of a SOW. 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 the SOW.

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: N/A

M. COMPLIANCE: Contractor, as applicable to it in its performance of the services provided to Mason under this Contract, shall comply with any and all applicable local, state, federal, and international laws, regulations, 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 as provided by the facility manager prior to execution of the applicable SOW. 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 nonpublic information that is received by Contractor from, or on behalf of Mason in connection with the Services, that is capable of individually identifying a natural person and 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, if collected, held confidential and in accordance with this agreement, during and following the term of this Contract, and, except to the extent required by law, 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; and
 - 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.
 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: N/A
- S. DRUG-FREE WORKPLACE: Contractor 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: N/A
- V. FORCE MAJEURE: Mason and Contractor 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 respective party's reasonable control, 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 the other party that such cause has occurred, that extends past ten (10) business days, the other party may terminate this Contract and the applicable SOW for convenience and Contractor agrees to directly refund all payments to Mason, for services not yet performed as of the effective date of termination, including any pre-paid deposits within 14 days.
- W. FUTURE GOODS AND SERVICES: Mason reserves the right to request Contractor provide additional goods and/or

services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. All additional goods and/or services will be agreed to between Mason and Contractor pursuant to the processes described in Sections II or X.J, above, as applicable.

X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, attributable to claims of third parties solely for bodily injury, death or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligence or intentional misconduct of the Contractor while engaged in the performance of Services, 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.

Contractor agrees to indemnify, defend and hold harmless Mason and its personnel from all Claims attributable to claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from (i) modification of the Deliverable other than by Contractor or its subcontractors, or use thereof in a manner not contemplated by the applicable SOW, (ii) the failure of the indemnified party to use any corrections or modifications made available by Contractor, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of the Deliverable in combination with any platform, product, network or data not provided by Contractor. If Mason's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Contractor, at its option and expense, shall have the right to (x) procure for Mason the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Contractor, the replacement or modified Deliverable is capable of performing substantially the same function. In the event Contractor cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, Contractor may require Mason to cease use of such Deliverable and refund the professional fees paid to Contractor with respect to the Services giving rise to such Deliverable. The foregoing provisions of this sub-Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Contractor, relating to a claim that any of Contractor's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. 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 Contractor makes to avoid any known threat to the security of the IT environment at Mason.

Certain e-learning and information technology Deliverables developed, purchased, upgraded or renewed by or for the use of Mason may be expected to comply with all applicable University disability policies, Federal and State disability 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. The Contractor shall, to the extent applicable based on the nature of the Deliverable, include in its design specifications and incorporate into those Deliverables specific functionality, as agreed to by the parties, intended to address such compliance as well as other applicable standards for accessibility set forth in 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 or the equivalent rating

from another nationally recognized rating firm authorized or legally permitted to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be included as an additional insured on the commercial general liability and auto liability policies with respect to Contractor's acts or omissions in performance under this Contract.

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, Workers' Compensation, and Commercial Automobile Liability Insurance.

INTELLECTUAL PROPERTY: Upon full payment to Contractor hereunder and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to Mason all rights in and to the Deliverables, other than any Contractor Technology included therein; and (ii) grants Mason a royalty-free, fully paid- up, non-exclusive license to use, for Mason's internal business purposes, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables. For purposes of this Contract (i) "Contractor Technology" means works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon; and (ii) "Deliverables" means all works of authorship, materials, information and other intellectual property that Contractor or its subcontractors create for delivery to Mason as a result of the Services.

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

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

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

FF. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract in accordance with Section X.I, Cancellation of Contract, above.

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 and at the rates outlined in the Contractor's Proposal.

GG. **REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES:** Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1.

At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”

- HH. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) promptly notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; and ii) 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 and under control of Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of University Data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.

- II. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

- JJ. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

- KK. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data. Notwithstanding anything herein to the contrary, Mason hereby consents to Contractor subcontracting any portion of the Services to any affiliate or related entity of Contractor, whether located within or outside the United States, and/or any subcontractor identified in Contractor’s Proposal or the relevant SOW, with the agreement by Contractor that no production system data will be stored or hosted outside of the United States unless so specified in a mutually agreed upon SOW.

- LL. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

UNIVERSITY DATA: INTENTIONALLY DELETED.

UNIVERSITY DATA SECURITY: INTENTIONALLY DELETED.

UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: INTENTIONALLY DELETED.

- MM. UNIVERSITY REVIEW/APPROVAL: All Deliverables produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval as described in the applicable SOW.

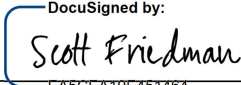
- NN. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

- OO. LIMITATION ON LIABILITY: Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to Mason for any claims, liabilities, or expenses relating to this Contract, any SOW, or the Services (“Claims”) for an aggregate amount in excess of the fees paid by Mason to Contractor under such SOW, except to the extent resulting from (i) the accidental or deliberate release of personally identifiable information by Contractor in breach of its confidentiality obligations under this Contract, to the extent arising from the negligence of Contractor, in which event Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to the other party for any Claims resulting from such disclosures for an aggregate amount in excess of \$1,000,000, or (ii) the recklessness or intentional misconduct of Contractor or its subcontractors. In no event shall Contractor, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary

loss, damage, or expense, relating to this Contract, any SOW, or the Services. This Section X.OO shall not apply to claims for which Contractor has an obligation to indemnify Mason under Section X.Y.

PP. LIMITATION ON WARRANTIES. THIS IS A SERVICES ENGAGEMENT. CONTRACTOR WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND IN A PROFESSIONAL MANNER. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Deloitte Consulting LLP

DocuSigned by:

Signature EASCEAT9E45T464...
Name: Scott Friedman
Title: Principal
Date: 4/13/2023

George Mason University

DocuSigned by:

Signature 2F6TE096C77E4DC...
Name: James Russell
Title: Purchasing Director
Date: 4/14/2023

**Data Security Addendum for inclusion in the Contract with
George Mason University (the "University")**

This Addendum supplements and is incorporated into the Contract between the University and Deloitte Consulting LLP ("Selected Firm/Vendor") dated April 15, 2021 (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University.

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

1. Definitions

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

2. Rights and License in and to the University Data

- a. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm/Vendor has a limited, nonexclusive license to use the data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Contract. With respect to the University Data provided by University to Selected Firm/Vendor or its subcontractors for the performance of the Services, University agrees that it shall have all rights required to provide such University Data and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. With respect to the University Data provided by University to Selected Firm/Vendor or its subcontractors for the performance of the Services, University agrees that it shall have all rights required to provide such University Data and shall do so only in accordance with applicable law and with any procedures agreed upon in writing.

3. Intentionally Deleted.

4. Data Privacy

- a. Selected Firm/Vendor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by the Contract or as otherwise required by law. University hereby provides a general authorization for the processing of University Data by (a) subcontractors authorized to provide services under the Contract in order to perform such Services, and (b) contractors to the extent necessary, while providing ancillary administrative, infrastructure and other support services to Selected Firm/Vendor, in each case, whether located within or outside of the United States with the agreement by Contractor that no production system data will be stored or hosted outside of the United States unless so specified in a mutually agreed upon SOW.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its partners, principals, managing directors, or employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under the Contract. Selected Firm/Vendor will ensure that its partners, principals, managing directors, or 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.
- d. If Selected Firm/Vendor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm/Vendor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to

abide by the limitations and requirements imposed on school officials, to the extent applicable to its performance of the Services. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under the Contract for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

5. Data Security

- a. Computer and network security is of paramount concern to the University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. Selected Firm/Vendor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such University Data under the control of Vendor from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission by Selected Firm/Vendor over public networks (including via web interface) and stored at no less than 128-bit level encryption.
- b. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract.
- c. Intentionally Deleted.

6. Intentionally Deleted.

7. Data Authenticity and Integrity

- a. Selected Firm/Vendor will take reasonable measures, including audit trails, to protect any source-of-record University Data in its possession or control against deterioration or degradation of data quality and authenticity. To the extent applicable to Vendor in its provision of Services, the Selected Firm/Vendor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

8. Security Breach

- a. Response. Promptly upon becoming aware of a Security Breach, Selected Firm/Vendor will notify the University, fully investigate such Security Breach, and reasonably cooperate with the University's investigation of and response to such Security Breach. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. In addition to any other remedies available to the University under law or equity, in the event of a Security Breach attributable to Selected Firm/Vendor's breach of the terms of this Addendum, Selected Firm/Vendor will reimburse the University for all reasonable out-of-pocket costs incurred by the University in (i) providing legally required notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; and (ii) providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the Security Breach could be used to commit financial identity theft; provided, however that Selected Firm/Vendor's liability under this Section 8(b) shall be subject to the limitation of liability in Section X.QQ of the Contract.

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

- a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will: i) promptly notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data; ii) consult with the University regarding its response; iii) cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and iv) upon the University's written request, provide the University with a copy of its response.
- b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of University Data available with it that may be required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of the Contract, and upon written request, Selected Firm/Vendor will take reasonable steps designed to ensure that all University Data in its possession or control are securely returned or destroyed as directed by the University in its sole discretion except retention for archival purposes to the extent permitted by law, or as otherwise required by any law, regulation or professional standards to which Selected Firm/Vendor subject is. In the event that the University requests destruction of University Data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.
- b. Intentionally Deleted.

11. Audits

- a. Intentionally Deleted.
- b. Intentionally Deleted.
- c. Intentionally Deleted.
- d. SOC/SSAE18: Deloitte LLP ("DLLP"), the parent entity of Selected Firm/Vendor, has engaged one or more third parties (each a "Service Provider") to (i) conduct an examination in accordance with Service Organization Controls 2 ("SOC 2") standards under the Statement on Standards for Attestation Engagements established by the American Institute of Certified Public Accountants to evaluate the description, suitability of the design, and the operating effectiveness of the security controls of DLLP's Infrastructure Support Services System relevant to security and availability, and to prepare a SOC 2 Type 2 report with respect thereto (the "SOC Report"). To facilitate compliance with such standards, upon written request, Selected Firm/Vendor must provide the University with its most recent SOC Report. 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 University's written request. The SOC Report should be directed to the appropriate University employee identified by the University. University shall not disclose such SOC Report or refer thereto in any communication, to any other person or entity other than University and its representatives (provided that such representatives (i) only use such SOC Report on behalf of University, (ii) do not further disclose such SOC Report to any person or entity, and (iii) are subject to confidentiality obligations at least as stringent as those contained herein covering the reports obtained by such representatives). 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, and responding to any reasonable follow up questions posed by the University in relation to the SOC Report.

12. Intentionally Deleted.

13. Intentionally Deleted.

14. Intentionally Deleted.

15. Survival

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

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

Deloitte Consulting LLP

By: James Qua



Title: Principal

Date: 4/23/2021

DS
SF

4/13/2023

George Mason University

By: James F. Russell

Digitally signed by James F. Russell
Date: 2021.04.15 10:08:53 -04'00'

Title: _____

Date: _____

DS
JR

4/14/2023

Scott Friedman
Principal
Deloitte Consulting LLP



2941 Fairview Park Drive
Suite 400
Fairview Park, VA 22042

Davena C. Reynolds
Senior Byer I Purchasing
George Mason University
4214B Merten Hall MSN: 3C5
Fairfax VA, 22030

February 3, 2023

Dear Ms. Reynolds,

Thank you for reaching out to us regarding (RFP GMU-1827-23) Academic and Business Consulting services for George Mason University (GMU). We have carefully reviewed your request for a Best and Final Offer (BAFO) and our rates. We would like to offer GMU an overall discount of 6.5%. The discount is comprised of a 5% discount on all our rates and an average discount of 1.5% on our year over year increase.

Fairfax Campus Rate ¹					
Job Title	Contract Year 1 Hourly Rate	Optional Contract Year 2 Hourly Rate	Optional Contract Year 3 Hourly Rate	Optional Contract Year 4 Hourly Rate	Optional Contract Year 5 Hourly Rate
Engagement Principal	\$502.55	\$512.60	\$522.85	\$533.31	\$543.98
Engagement Director	\$469.78	\$479.17	\$488.75	\$498.53	\$508.50
Subject Matter Advisors	\$409.69	\$417.88	\$426.24	\$434.76	\$443.46
Consulting Senior Lead	\$365.99	\$373.31	\$380.77	\$388.39	\$396.16
Consulting Project Manager	\$349.60	\$356.59	\$363.72	\$371.00	\$378.42
Consulting Lead	\$327.75	\$334.31	\$340.99	\$347.81	\$354.77
Consultant	\$284.05	\$289.73	\$295.53	\$301.44	\$307.46
Analyst	\$262.20	\$267.44	\$272.79	\$278.25	\$283.81
Associate Analyst	\$240.35	\$245.16	\$250.06	\$255.06	\$260.16

Scott Friedman
Principal
Deloitte Consulting LLP



2941 Fairview Park Drive
Suite 400
Fairview Park, VA 22042

All Other Campuses Rate²

Job Title	Contract Year 1 Hourly Rate	Optional Contract Year 2 Hourly Rate	Optional Contract Year 3 Hourly Rate	Optional Contract Year 4 Hourly Rate	Optional Contract Year 5 Hourly Rate
Engagement Principal	\$437.00	\$445.74	\$454.65	\$463.75	\$473.02
Engagement Director	\$408.50	\$416.67	\$425.00	\$433.50	\$442.17
Subject Matter Advisors	\$356.25	\$363.38	\$370.64	\$378.06	\$385.62
Consulting Senior Lead	\$318.25	\$324.62	\$331.11	\$337.73	\$344.48
Consulting Project Manager	\$304.00	\$310.08	\$316.28	\$322.61	\$329.06
Consulting Lead	\$285.00	\$290.70	\$296.51	\$302.44	\$308.49
Consultant	\$247.00	\$251.94	\$256.98	\$262.12	\$267.36
Analyst	\$228.00	\$232.56	\$237.21	\$241.96	\$246.79
Associate Analyst	\$209.00	\$213.18	\$217.44	\$221.79	\$226.23

We look forward to our continued partnership with GMU. Please feel free to reach out to me if you have any questions. I have listed my contact information below for your convenience.

Sincerely,

Scott Friedman
Principal
Deloitte Consulting LLP
scottfriedman@deloitte.com
(267) 290-5973



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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

opportunities/2. Proposal Presentation:

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

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

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

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

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

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

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

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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



GEORGE MASON UNIVERSITY

Academic and Business Consulting Services

RFP #GMU-1827-23 | October 26, 2022

Deloitte Consulting LLP
2941 Fairview Park Drive
Suite 400
Fairview Park, VA 22042
Tel: +1 571 581 3500
www.deloitte.com

October 26, 2022

Ms. Davena Reynolds
Senior Buyer
Purchasing and Accounts Payable
George Mason University
4214B Merten Hall MSN: 3C5
Fairfax, VA 22030

RE: In Response to Request for Academic and Business Consulting Services

Ms. Reynolds:

Deloitte Consulting LLP (“Deloitte” ^[1]) is pleased to submit its response to George Mason University’s (“GMU”, “Mason” or “the University”) solicitation for Academic and Business Consulting Services. Our team is excited about the opportunity to serve GMU for this important initiative.

Higher education is changing rapidly, and we applaud Mason’s effort to best position itself to continue to provide high quality education at an affordable cost. We bring insight gained through supporting many universities and colleges that are taking concrete action to become more innovative, provide students with better service and accessibility, and thrive in their mission-oriented activities. We will bring this deep experience to George Mason University.

As a leading provider of higher education services, Deloitte proudly served over [REDACTED] colleges, universities, and systems last year – from small liberal arts colleges to for-profit online universities to multi-campus public systems – to address their most complex business transformation challenges. Our team members bring extensive experience in higher education.

With offices in six cities across the Commonwealth of Virginia, Deloitte shares Mason’s commitment to be a leading higher education innovator in 21st century education, including the development of online programming and the delivery of personalized, customized education and student services.

Our practitioners understand the issues facing higher education and thrive on the innovation required to confront them. We know that the higher education community is at an inflection point. College and university leaders, including presidents, chancellors, provosts, finance, technology and HR leaders, are facing unprecedented disruption across the academic enterprise. Deloitte understands the unique culture of higher education and we take an issue-based approach to serving our clients. Our methodology takes in account the human element of change, an understanding of the consensus-centric culture of the academy, and the required flexibility to adapt to the nuances and distinct attributes that define the University. Our approach to tackling the multitude of disruptive issues in higher education, for example evolving technology, cost pressures and compliance, the new student, the rise of digital, cyber security, and organizational leadership, also brings to bear our lessons learned from assisting many other Universities in similar undertakings.

Thank you so much for this opportunity to support George Mason University. We welcome any questions or follow-up requests you may have and look forward to discussing opportunities to support Mason further.

Sincerely,

[REDACTED]

[REDACTED]

Principal

¹ As used in this document, “Deloitte” means Deloitte Consulting LLP, a subsidiary of Deloitte LLP. Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.

Table of Contents

1. Procedural Information	5
Attachment A	12
2. Executive Summary	14
3. General Firm Background and Information	16
4. References and Engagements.....	18
5. Approach.....	23
Strategic Initiatives.....	23
Benchmarking Analysis	24
Business Analytics	25
Organizational Assessments and Suggested Operational Improvements.....	28
Communications and Change Management	30
New Partnership Oriented Ventures	31
6. Questions From RFP #GMU-1827-23	34
7. Cost of Services	35
8. Appendix	37
A. George Mason University Academic and Business Consulting Services RFP Exceptions to GMU-1827-23	37
B. Additional evidence of ability to assemble a relevant team of education experts quickly; strong network.....	38

1. Procedural Information

(RFP Section B. SPECIFIC REQUIREMENTS; 1. Procedural information)

-
- 1a. Return signed cover page and all addenda, if any, signed and completed as required.
 - 1b. Return Attachment A – Small Business Subcontracting Plan.
 - 1c. State your payment preference in your proposal response. (See section XVI.)
-

1a. Return signed cover page and all addenda, if any, signed and completed as required.

VIRGINIA ASSOCIATION
OF STATE COLLEGE &
UNIVERSITY PURCHASING
PROFESSIONALS



VASCUPP

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.



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

RFP ADDENDUM NO. 1:

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

The following changes are hereby incorporated into the aforementioned RFP:

1. **Section XI: STATEMENT OF NEEDS: Part B, ADD #18:**
18. Business process mapping, automation and change management consulting.

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

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

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

Deloitte Consulting LLC

NAME OF FIRM

NAME (Print or typed)

SIGNATURE

October 26, 2022

DATE

Deloitte Consulting LLP 2022



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

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

Deloitte Consulting LLC

NAME OF FIRM

NAME (Print or typed)

SIGNATURE

October 26, 2022

DATE

Deloitte Consulting LLP 2022



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

RFP ADDENDUM NO. 3:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

Deloitte Consulting LLC

NAME OF FIRM

NAME (Print or typed)

SIGNATURE

October 26, 2022

DATE

Deloitte Consulting LLP 2022



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

RFP ADDENDUM NO. 4:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

Deloitte Consulting LLC

NAME OF FIRM

[REDACTED]

NAME (Print or typed)

[REDACTED]

SIGNATURE

October 26, 2022

DATE

1b. Return Attachment A – Small Business Subcontracting Plan.



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: Deloitte Consulting LLP **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: [REDACTED]

SBSD Cert #: [REDACTED]

Contact Name: [REDACTED]

SBSD Certification: Small Start Date: 11-01-2018;

NIGP Code and Description: 91800 Consulting Services

Contact Phone: [REDACTED]

Contact Email: [REDACTED]

Contact Address: [REDACTED]

Value % or \$ (Initial Term): Deloitte is committed to supporting George Mason in achieving the SWaM requirements as established by the Commonwealth of Virginia. Contract % or value will be determined based upon individual scopes of work with estimated hours for each project.

Description of Work:

[REDACTED], a SWaM-certified business, is partnering with Deloitte to align [REDACTED] research, consulting, and analytics strengths with Deloitte's deep knowledge and experience in higher education academic and business consulting. [REDACTED] will be engaged in research, compilation, and analysis and the development of client deliverables.

[REDACTED] is located at [REDACTED]. [REDACTED] is a certified SWaM business in Virginia with six (6) full-time employees, including the partners, [REDACTED]. Founded in 2019, [REDACTED] assists clients across the project and operations lifecycle to advance their strategic goals and solve business problems. Team members have a broad set of skills to serve their clients. [REDACTED]'s approach balances planning and strategy with successful execution while developing deep, trusted relationships.

1c. State your payment preference in your proposal response. (See section XVI.)

Deloitte selects Option #3 as payment preference (Net 30 Payment Terms). Deloitte will enroll in Paymode-X where all payments will be made electronically to the Deloitte's bank account.

2. Executive Summary
(RFP Section B. SPECIFIC REQUIREMENTS; 2. Executive Summary)

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

Deloitte Consulting LLP is excited for the opportunity to collaborate with the George Mason University on these important initiatives. We believe that our innovative approach and deep industry experience make us uniquely qualified to bring unparalleled value to Mason. At Deloitte, our clients are our business. We understand that our success is deeply tied to yours and we will work tirelessly to deliver results that exceed your expectations.

Deloitte's Understanding of Mason's Needs

As institutions of higher education grapple with serving a growing number of nontraditional students with diverse needs in the face of dwindling state financial support, George Mason University is committed to fulfilling its mission of accessible and affordable higher education.

George Mason University is seeking a strategic trusted advisor to assist the University with assessing, analyzing, planning, and launching new partnership-oriented ventures in support of its vision of innovation, growth, and access. We understand that these partnerships will most likely involve partnerships with companies and other educational institutions. We also understand that the University is seeking assistance with benchmarking, financial modeling and analyses, organizational assessments for operational improvements, as well as other strategic initiatives.

George Mason University has been a leader in seeking external partnerships as well as pioneering internal approaches. Mason has, in many ways, led the discussion of public-private partnerships, through both internal dialogue and innovation as well as broad collaboration with higher ed leaders, business executives and industry media, for example, the launch of the P3•EDU Conference and the opening of the Transportation P3 Policy Center. Deloitte applauds Mason's focus and progress and we also believe that it is imperative that institutions of higher education consistently evaluate their market position to determine where there may be opportunity for partnership and innovation.

We look forward to discussing how we can aid George Mason University in these efforts by bringing our considerable experience, talent, and professional network to the University. As the world's largest service provider and consulting company, we are frequently approached by innovators within the education industry and are able to collaborate with many of the industry's leading companies. This experience and awareness will enable us to bring innovative ideas and creative solutions to Mason's most pressing needs.

Why Deloitte?

Our mission at Deloitte is to serve our clients. The importance of this initiative and the opportunity it presents for George Mason University, your students, faculty, staff, and administrators, as well as the citizens of the Commonwealth of Virginia, cannot be overstated. If done right, these innovations will have the real ability to differentiate Mason within the market. This is why it is imperative to make the most of this opportunity and design the right structures, services, and delivery models for the University's future.

Perhaps more important is finding the right team that will work with you along every step of this journey. These types of projects require a collaborative approach to developing solutions. They require flexibility in approach in meeting each other's

needs. And they require commitment to your vision and goals. We understand this and are ready to begin this journey with you.

Finally, we understand the education industry and, we bring the knowledge, skills, and experience required to help you thrive in it. Our team will be supported by a deep bench of cross-functional specialists from our position as the world's largest integrated professional services provider. We believe that it is our ability to leverage these experiences that makes Deloitte an unparalleled provider of consulting services in today's marketplace.

As George Mason University reviews this proposal, the following highlights key Deloitte differentiators:

- **We know Higher Education.** Deloitte shares a deep passion for helping universities and colleges succeed in the changing higher education landscape. As demonstrated by our long track record of successful projects, we understand the diverse needs of institutions and bring the full capabilities of our firm to address these needs. We recognize the unique facets of the campus environment — from shared governance structures to fiscal complexities to student needs — and we bring a team with hands-on experience in navigating and thriving in this realm.
- **We bring proven methods and tools to support Mason — from initial analysis through implementation.** Our innovative analytics generate deep insights that allow our clients to make informed decisions. Working closely with our clients, we apply our deep implementation experience and use these outputs to perform analysis and create implementation plans that work in the “real-world”. The result is a product that drives true organizational improvement — not a study that becomes dusty on a shelf.
- **We understand the issues facing higher education.** We know that the higher education community is at an inflection point. College and university leaders, including presidents, chancellors, provosts, finance, technology and HR leaders, are facing unprecedented disruption across the academic enterprise. Deloitte understands the unique culture of higher education and we take an issue-based approach to serving our clients. to effectively and proactively navigate evolving technologies, cost pressures and compliance, the new student, the rise of digital, cyber security, and organizational leadership.
- **We thrive on the innovation required to confront the issues, challenges, and headwinds higher education faces.** We understand that George Mason University is envisioning new ways of providing students with access and bringing programs to new markets, both nationally and internationally. Deloitte brings its knowledge and experience to navigate the changing landscape of higher education and accreditation requirements to identify opportunities and targets for growth, while aligning to Mason's strategic mission and brand. Additionally, we bring deep understanding of the potential opportunities and range of complexities of public-private partnership (PPP) or alternative delivery mechanisms. Through full consideration of the risks and benefits associated with each element of identifying potential partners and developing the future state business/financial structure, we can help Mason maximize achievement of the University's vision of innovation, growth, and access.
- **We collaborate with our clients to develop the insights that will be most valued.** Our approach is highly focused on collaborating with George Mason University. We understand that developing implementable solutions will require an iterative process that relies on driving consensus across all levels of the organization. This high degree of collaboration increases the overall quality of the outputs we produce, but more importantly, the insights we generate.
- **We bring a team with proven experience in higher education.** Deloitte has a wealth of experience assisting higher education institutions with assessing, designing, and executing strategic initiatives, conducting organizational assessments and designing operational improvements, conducting benchmarking and financial modeling and analyses, and identifying, evaluating, and launching new ventures in higher education, as well as a broad range of other services. With the changing higher education landscape, institutions have sought our collaboration and have realized value through both the breadth and the depth of our experience. As a firm, we bring this team's experience but can also share insights and resources from across our larger Higher Education practice.

3. General Firm Background and Information (RFP Section B. SPECIFIC REQUIREMENTS; 3. General firm background and information)

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

Deloitte's story began in 1845 with William Welch Deloitte, the innovator who created the first independent audit and father of modern accounting oversight. Today, "Deloitte" is the brand under which over [REDACTED] professionals operate with a single focus: serving our clients and inspiring them to make challenging business decisions with confidence and help lead the way toward a new and exciting future. We work in four key business areas—consulting, advisory, tax, and audit—but our real strength comes from combining talents across these areas to address our clients' needs.

Deloitte Consulting

Deloitte is the world's largest consulting firm and the leading consulting organization bringing top-notch business skills to our clients. Year after year, the most influential market analysts endorse Deloitte for driving value at the intersection of business and technology. We earn this reputation support our clients to take decisive action and achieve sustainable results.



Deloitte ranked #1 in Consulting Services by revenue according to Gartner – 4 years in a row and 10 times total
Source: Gartner, Gartner Market Share Analysis: Consulting Services, Worldwide, 2020, July 2021



14 times! Deloitte been recognized as a worldwide Leader in the Gartner Magic Quadrant for CRM and CX Implementation Services 2021 Source: Gartner, Magic Quadrant for CRM and Customer Experience Implementation Services, Worldwide, Brett Sparks, Jim Longwood, Katie Gove, Chrissy Healey, 18 May 2021



Deloitte named a Leader in the Gartner Magic Quadrant for Global Marketing Agencies 2021
Source: Gartner, Magic Quadrant for Global Marketing Agencies, By Jay Wilson, Ewan McIntyre, Laurel Erickson; Published 15 March 2021

Deloitte Consulting's nearly [REDACTED] professionals help organizations take advantage of big opportunities every day. Consultants from Deloitte grow and structure client's business to address key issues such as strategy, technology, and change management. With our unique, collaborative approach, we offer not only industry and functional business performance knowledge, but also insight from our consulting ecosystem alliances.

Our people are the true Deloitte difference. We understand that the best professionals come with diverse backgrounds and experience. At Deloitte, diversity, equity, and inclusion (DEI) is a business imperative and we are recognized for putting this commitment into action. Bloomberg and Fortune consistently rank us among the best places to work including for diversity, which is good news for our clients and our people. When the best people tackle the most compelling challenges, everyone wins.

Deloitte Higher Education Practice

Deloitte first began supporting colleges and universities in 1913. Since then, Deloitte's Higher Education practice has invested in cultivating strong relationships with a diverse array of institutions, including university systems, public and private colleges, community colleges, and research-intensive universities.

Institutions of higher education face ongoing challenges, including changing enrollment demographics, skyrocketing costs, intense competition, growing regulatory requirements, less public funding, and an unpredictable economy. Universities and colleges select Deloitte because of the depth and breadth of resources and experiences we bring to assist our higher education clients in addressing these challenges.

The Deloitte Higher Education practice identifies leading practices in higher education by problem-solving and pioneering breakthrough approaches for addressing education challenges. We marry our deep foundation in strategy, networks, social innovation, and human systems with effective project management, skilled facilitation, and well-timed intervention, all in support of powerful execution.

Deloitte has completed over [REDACTED] projects with over [REDACTED] higher education institutions, including all [REDACTED] of the top 10 universities; [REDACTED] of the top 25 universities; and [REDACTED] of the top 100 universities, according to the current U.S. News & World Report college rankings. These projects come from Deloitte's robust Higher Education Service Portfolio.

DELOITTE'S HIGHER EDUCATION SERVICES PORTFOLIO



Figure #1: Deloitte's Higher Education Services Portfolio

Deloitte delivers the service portfolio through [REDACTED] dedicated higher education practitioners, many of whom have served in leadership roles at universities across the country. Our extensive experience has allowed us to develop industry-leading tools and accelerators to enable major research institutions to capitalize on and thrive during massive organizational transformations. Our subject matter specialists, backed by market-leading research from the Deloitte Center for Higher Education Excellence, have allowed us to make a transformative impact for institutions across the country. The depth and breadth of our higher education experience sets Deloitte's higher education team apart from other firms – coupled with our broad industry focus as a firm, we are uniquely positioned to help George Mason University by translating leading practice across industries for the higher education context.

A critical component of any successful business relationship is a highly qualified and committed team of professionals who align with your culture, understand higher education, and have direct experience in the areas identified. Our successes with our higher education clients have been driven by our understanding and ability to strategically engage stakeholders and collaborate across academic and administrative functions.

Center for Higher Education Excellence

To help colleges and universities contend with strategic and operational challenges, Deloitte founded the Center for Higher Education Excellence, which focuses on groundbreaking research to support institutions in navigating these issues and reimagining their futures. Through the Center, we engage the higher education community through forums and immersive lab sessions to increase collaboration and knowledge sharing in teaching, learning, and research.

Deloitte's Commitment to the Commonwealth of Virginia

We also have an unyielding commitment to supporting the Commonwealth of Virginia and its agencies in improving the lives of Virginians. For several decades, we have supported agencies that include the Department of Social Services, Department of Medical Assistance, and the Department of Public Safety in modernizing programs and systems that benefit families and business across the Commonwealth. Deloitte is a local employer, with over [REDACTED] employees across Virginia.

We have a proven working relationship that is delivering impactful results. Through this history, we have developed a deep understanding of the environment and how to get work done collaboratively with the Commonwealth. We believe that our past and current project experiences, and our ongoing presence and connections throughout the Commonwealth, give us valuable context on the environment in which George Mason University operates.

4. References and Engagements

(RFP Section B. SPECIFIC REQUIREMENTS; 4. References and Engagements)

per addendum #4, not included in 20-page response limit

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.

4a. Provide references demonstrating significant work with US public, for-profit, public and/or international universities.

4b. Provide evidence of ability to assemble a relevant team of education experts quickly; strong network.

4c. References from government or other non-profit clients in areas covered by the scope of work may also be submitted.

4a. Provide references demonstrating significant work with US public, for-profit, public and/or international universities.

[REDACTED]

Finance Transformation & Change Management (August 2018 – Present)

Client Contact		Engagement Details
Name: [REDACTED]	Phone: [REDACTED]	Client Type: US Public University
Position: VP for Finance	Email: [REDACTED]	Dollar Value of Engagement: Withheld

Engagement Summary

[REDACTED] engaged Deloitte to support the transformation of its financial operations enabled by a fully integrated cloud-based ERP technology platform for the University. Starting in 2018, Deloitte has been working with [REDACTED] on a three-phase transformation initiative.

Phase 1 – Business Case and Strategy for Modern Finance ERP, including Vendor Software Confirmation; During this phase, Deloitte [REDACTED].

Phase 2 – Readiness: Deloitte supported [REDACTED] in its preparation to move forward with the implementation of Workday Financials. Activities included [REDACTED], among others.

Phase 3 – SaaS Implementation: Deloitte assisted [REDACTED] with the implementation of Workday Financials. We formulated and deployed a project management office responsible for providing the oversight of the multi-year transformation project. The project leveraged Deloitte's [REDACTED] methodology and various tools and accelerators, including a char [REDACTED]

A critical workstream of this effort has been a robust change management approach, which is creating a path for end-user adoption of the new processes and the way work will be conducted in the future under FST (Finance Services Transformation). The OCM Program underpins and enables these critical success factors. Engagement and readiness were tracked specifically across the critical success categories of: [REDACTED].

[REDACTED]

Business Operations Assessment (January 2018 – August 2019)

Client Contact		Engagement Details
Name: [REDACTED]	Phone: [REDACTED]	Client Type: US Public University System
Position: Sr. Vice President, CFO	Email: [REDACTED]	Dollar Value of Engagement: Withheld

Engagement Summary

In Spring of 2019, as part of the [REDACTED]'s President's Task Force on [REDACTED], Deloitte was engaged by the [REDACTED] System to identify current state challenges, document roles and responsibilities, and provide future state recommendations to assess the appropriate roles and responsibilities of the system and campus operations for five functional areas, including: Capital Projects, Communications and Marketing, Human Resources, Information Technology, and Procurement and Contracting.

At the culmination of this engagement, [REDACTED] moved forward to pursue leading-practice operating model frameworks for the Human Resources, Information Technology, and Procurement functions. Deloitte was retained for an additional phase of work to develop the business case for the new operating models, focusing on a high-level roadmap to attain the future state as well as quantification of both dollar savings from better managed spend and the magnitude of opportunity to reprioritize staff time to effectively meet the institutional mission.

[REDACTED] – Online Learning Market Analysis (October 2020 – January 2021)		
Client Contact		Engagement Details
Name: [REDACTED]	Phone: [REDACTED]	Client Type: US Public University System
Position: Sr. Vice Chancellor, Administration & Finance	Email: [REDACTED]	Dollar Value of Engagement: Withheld

Engagement Summary

The [REDACTED] engaged Deloitte to provide an assessment of the national higher education market for online programming and continuing education, in addition to analyzing one of their flagship schools and its online capabilities and opportunities compared to nationally-scaled competitors.

Deloitte performed an assessment of the university's core assets, programs, financial data, and related trends and conducted interviews with system and university leadership that provided the internal current state foundation for which to base the institution's strategic direction. Deloitte also analyzed the national online education landscape and competitive trends paired with a [REDACTED] [REDACTED] for which to understand the future direction of the market. Workshops in conjunction with system and institutional leadership were facilitated in order to identify and develop strategic options to align on next steps related to the institution's strategic path forward and relationship with the system. Deloitte ultimately provided [REDACTED] with recommendations to compete in the online marketplace by creating an integrated future roadmap with defined and prioritized set of initiatives to focus on the institution's activities and resources that allowed for setting the stage to implement a new strategy for the university.

[REDACTED] (June 2020-September 2022)		
Client Contact		Engagement Details
Name: Please contact [REDACTED] for reference information	Phone: [REDACTED] Email: [REDACTED]	Client Type: US Public University Dollar Value of Engagement: Withheld
Position: Principal		
Engagement Summary		

[REDACTED], located on the [REDACTED] at [REDACTED] [REDACTED], is an immersive center convened by Deloitte focused on advancing Industry 4.0. One of several of Deloitte's global Smart Factory experiences designed to advance the future of manufacturing and accelerate digital transformation, [REDACTED] marries an ecosystem of world-leading, innovative collaborators such as founders: [REDACTED], along with The Factory's builder- and participant-level sponsors, with strategy and cutting-edge technology to showcase the power of end-to-end smart factory technologies. Tools within the factory including additive manufacturing, collaborative robotics, advanced materials and composites, automation, reverse engineering, and augmented reality/virtual reality (AR/VR) prototyping simulators can help organizations explore and uncover the art of the possible. In addition, in line with its commitment to science, technology, engineering, and math (STEM) education, [REDACTED] is working with [REDACTED] to bring together Deloitte's technology experience with the university's research, educational, and innovation capabilities. [REDACTED] is also using [REDACTED] in its curriculum as an applied learning experience to enrich its students' experiences and help inspire the next generation of STEM manufacturing talent.

Figure #2: [REDACTED] Partners

4b. Provide evidence of ability to assemble a relevant team of education experts quickly; strong network.

Deloitte has over [REDACTED] employees in the U.S., with over [REDACTED] consultants dedicated to the Higher Education industry in the US alone. Our ability to access deep networks of employees, across many sectors, to deliver the right team of consultants to Mason makes us uniquely qualified to scale to the needs of this RFP. Our services span numerous sectors including:

- **Mergers, Acquisitions (M&A), Consolidations, and Public-Private Partnerships:** Our dedicated M&A professionals offer more than 30 years of experience and industry insight, enabling us to deliver value-added services, from strategy and execution through integration and divestiture.
- **Deloitte Growth Enterprise Services:** Deloitte Growth Enterprise Services professionals deliver a distinctive client experience through service offerings tailored to address the unique needs of mid-market companies.
- **Risk and Financial Advisory:** Deloitte Risk and Financial Advisory helps organizations navigate a variety of risks to lead in the marketplace and disrupt through innovation.
- **Tax:** Deloitte offers clients a broad range of fully integrated tax services, combining insights and innovation with business and industry knowledge to help your company excel globally.
- **Consulting:** As the world's largest consulting firm, we can help you take decisive action and achieve sustainable results.
- **Audit/Assurance:** Our Audit & Assurance services offer greater confidence. An audit is more than an obligation—it's a powerful lens for illuminating the current state of an enterprise, providing insight that can inform future aspirations.

We bring a team of experienced consultants who understand the unique complexities and culture that exists in Higher Education and other service driven industries. Our professionals have deep knowledge of institutional administrative activities with experience in conducting sophisticated analyses across each of its functional areas. This breadth of knowledge and experience will enable our team to identify impactful insights and recommendations while driving value back towards teaching, research and public service.

We have provided the following Deloitte team member bios, categorized by functional area, to demonstrate the depth and breadth of our higher education knowledge and experience. Prior to the start of any engagement with Mason, Deloitte will confirm the final list of practitioners to confirm that the optimal team is brought to bear to meet the University's needs.

Higher Education Consulting Experience Across Representative Service Categories											
Name	Role	Strategic Initiatives	New Partnership Oriented Ventures	Organizational Assessments	Operational Improvements	IT Transformation	Financial Modeling/Analysis	Benchmarking Analysis	M&A / Public-Private Partnerships	Communications & Change Mgmt.	Other
	Principal	✓	✓	✓	✓			✓	✓		✓
	Principal	✓				✓					✓
	Managing Director	✓					✓				✓
	Principal	✓						✓			✓
	Managing Director	✓								✓	✓
	Principal	✓		✓	✓			✓			✓
	Principal	✓		✓					✓		✓

[REDACTED], Principal
[REDACTED] experience runs across all facets of university operations, [REDACTED] has helped colleges, universities, and university systems across the United States, and several internationally, face their most challenging operational issues and strategic opportunities. Whether helping an institution identify [REDACTED] [REDACTED] focuses on providing both structured analyses to guide his clients and change management to enable them to sustain transformation in a complex environment.

[REDACTED], Principal
[REDACTED] is a principal and serves as the [REDACTED], bringing over [REDACTED] years of [REDACTED] experience. He has extensive experience working with higher education institutions to address both strategic and operational IT and other administrative challenges. Most recently, he has led successful assessments and transformations of [REDACTED] at the [REDACTED], [REDACTED] and [REDACTED]. He has deep experience and knowledge in setting up and running large [REDACTED] programs that have involved the [REDACTED].

[REDACTED], Managing Director
[REDACTED] is an experienced Higher Education consultant and finance executive. He brings more than [REDACTED] experience assisting universities and academic medical centers address a broad range of strategic and operational challenges involving [REDACTED]. Prior to joining Deloitte, Jim served as [REDACTED] for the [REDACTED], [REDACTED], and [REDACTED] (formerly [REDACTED]).

[REDACTED], Principal
As Deloitte's national leader of [REDACTED], [REDACTED] helps universities develop, deploy, and maintain the capabilities to [REDACTED] to help further clients' tripartite missions. He assists universities and colleges to define [REDACTED], develop and maintain [REDACTED], better manage the [REDACTED], design [REDACTED], and optimize the deployment of [REDACTED]. [REDACTED] has worked with a variety of institutions throughout his career in higher education, since [REDACTED], including public and private institutions of various sizes and levels of selectivity and at the college/school level as well as the university level. He has consistently identified realistic and achievable opportunities for improvement and worked with client partners to build the broad stakeholder buy-in needed in the higher education sector.

[REDACTED] Ladd, Managing Director
[REDACTED] leads all [REDACTED] efforts for Deloitte's Higher Education practice. She has over [REDACTED] years of experience leading organizations through large, complex [REDACTED], including [REDACTED] efforts. As a [REDACTED] leader, her responsibilities often include defining [REDACTED] will function and leading the associated implementation efforts. [REDACTED] has extensive experience in higher education and human capital driving and advising on [REDACTED]. She has worked directly with renowned universities such as the [REDACTED] and [REDACTED].

[REDACTED] Cluver, Principal
[REDACTED] is a Principal with Deloitte Consulting's Higher Education practice with over [REDACTED] years of experience working with higher education systems and institutions, helping higher education leaders to design and implement transformational change. Foundational to the success of [REDACTED] work has been strong client partnerships and a change management focus. [REDACTED] has worked with both individual institutions, to identify [REDACTED], examine the [REDACTED] in higher education or [REDACTED]. [REDACTED] has also worked with systems of higher education and brings an understanding of how to work with the unique institutions of the system to find the opportunities for [REDACTED] that enable the system to better deliver on its promise to the state and its students. [REDACTED] also currently serves as [REDACTED] of the Board for the [REDACTED]. In her leadership role on the Board, she is helping to [REDACTED].

[REDACTED] Thomas, Principal
[REDACTED] serves as a member of Deloitte's [REDACTED] and leads Deloitte's [REDACTED] business strategy and execution nationally. He has over [REDACTED] years of experience supporting engagements across the [REDACTED] lifecycle and has led more than [REDACTED] related engagements ranging [REDACTED]. Trevear's knowledge and experience spans [REDACTED] in the areas of [REDACTED].

4c. References from government or other non-profit clients in areas covered by the scope of work may also be submitted.

Deloitte has significant experience with government and other non-profit clients in areas covered by the scope of work. We are happy to provide additional references from these government or other non-profit clients upon request.

5. Approach (RFP Section B. SPECIFIC REQUIREMENTS; 5. Approach)

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

Deloitte's Extensive Higher Education Consulting Services

Deloitte brings the knowledge of leading practices, ability to incorporate leading edge offerings and solutions, and the skills and understanding of higher education needed to successfully implement and support transformation and innovation. The most valuable resources we bring to any engagement are our people. We have a deep roster of talent, with over [REDACTED] dedicated higher education practitioners, many of whom have served in leadership roles at universities across the country. We assemble multi-disciplinary project teams with wide support structures that enable us to deliver world class value to our clients.

Deloitte's goal is to work with you to support the definition of an enhanced future state across the various service areas and functional units at Mason. While Deloitte's services are extensive, including and extending beyond the seventeen (17) areas described in the University's Request for Proposal, for purposes of our response and page limitations, we will focus on the following seven areas:

1. Strategic Initiatives
2. Benchmarking and Data Analysis
3. Business Analytics
4. Business and Financial Modeling
5. Organizational Assessments and Operational Improvements
6. Higher Education (HIED) Strategy and New Partnerships
7. Strategic Communication and Change Management

Deloitte's approach to conducting services

Deloitte's approach to conducting consulting services is [REDACTED]. At the launch of the project, we will request [REDACTED]. We review [REDACTED] and [REDACTED] seeking to understand institutional customs and enable alignment between the client and our internal team, establishing a common source of truth on which to rely as the project analysis advances. Beyond the insights gleaned from [REDACTED] Deloitte highly values and obtains the qualitative insights and perspectives of our partners through a broad range of stakeholder engagement activities, including leadership interviews, focus groups, surveys, office hours, information sessions and design labs. We model a collaborative approach with a regular cadence of touchpoints with executive sponsors and our project teams. We begin our engagements with the end in mind, always mindful of the mutually agreed upon project scope, intended outcomes established with our client at the onset of the engagement, and always seeking feedback from executive sponsors and oversight committees to iteratively refine project deliverables. We accomplish this through early conversations about roles and responsibilities and clear expectations regarding deliverables. We also seek early access to data and documents, and a regular cadence of touchpoints and meetings, which allows for project alignment, updates, and ongoing and consistent collaboration.

Strategic Initiatives

Deloitte understands that institutions of Higher Education face ongoing challenges, including changing enrollment demographics, skyrocketing costs, intense competition, more regulations, less public funding, loss of public trust in the value of a college education, ongoing equity gaps exacerbated by an ongoing pandemic, and an unpredictable economy. Universities and colleges select Deloitte because of the depth and breadth of resources and experiences we bring to assist our Higher Education clients in strategically addressing these challenges. Our experience includes both strategic and technical assessment and implementation work on campuses across the country.

From workforce strategy and organizational design to finance and cyber risk, Deloitte collaborates with our Higher Education clients to solve their most pressing and complex issues. As a result, we have a strong understanding of, and deep appreciation

for, the academic mission and shared governance culture of higher education institutions. Our value comes from working with hundreds of institutions facing serious challenges for the future and bringing such experience to you as a trusted advisor.

Deloitte brings not only the capabilities to identify opportunities for improvement across the spectrum of George Mason's operations, but also the skills and understanding of higher education needed to successfully bring those opportunities to fruition.

Drawing on the strength of Deloitte's network and full suite of resources and capabilities, Deloitte offers tailored support for Higher Education leaders and their teams—helping to identify, set, and execute their strategic vision and improve institutional performance. Deloitte takes a holistic approach to problem-solving, working collaboratively to advance financial efficiency and operational effectiveness across the entire Higher Education institution.

Deloitte has a recognized strategy management and planning practice that serves the higher education sector by helping university leaders address the myriad of challenges their institutions face. Our practitioners specialize in working with universities to solve complex strategic and operational challenges in a timely fashion. They bring the depth and breadth of experience in higher education needed in order to assess requirements and develop realistic, viable strategies for improvement. Our services range from strategic (e.g., market positioning, new schools and programs, five-year plans, and campus mergers) to the more tactical (e.g., IT transformation, business process re-engineering and organizational restructuring).

Our practitioners take the time to understand your critical issues in order to serve as an objective advisor to help institutional leadership analyze, evaluate, and make informed decisions regarding its strategic alternatives.

We believe that Deloitte brings an unmatched set of qualifications, experiences and capabilities to solve George Mason's most pressing strategic challenges. A sampling of potential areas of strategic engagement include:

- [REDACTED]
- [REDACTED]
- [REDACTED]

Benchmarking Analysis

Deloitte's approach to benchmarking and case studies is supported by experienced teams and leverages our [REDACTED] [REDACTED], which is dedicated to helping clients assess their performance compared to their peers and quantify opportunities for improvement. The [REDACTED] can provide our clients with the relevant data comparisons often needed to make informed business decisions and has conducted benchmarks for more than [REDACTED] clients, amassing data across business functions and industry sectors which enables us to [REDACTED]

[REDACTED] These practices serve as another input to identify future state opportunities.

We tailor this assessment to a set list of institutions that are identified through collaborative discussions between our teams and our clients so that we can make sure we are gaining insights on the peers that are most important. This list will include institutions that have similar characteristics, such as school size, budget, and academic offerings. Peer and aspirational

institutions are identified and finalized in partnership with our clients during the project launch phase so that we are well informed and conduct our benchmarking accordingly.

Deloitte will leverage our deep experience and extensive resources in benchmarking to bring leading practices to George Mason leaders, to inform key activities and tasks laid out for the stated project. Additionally, we will enable the development of a top-tier solutions that account for unique needs specific to the George Mason environment and objectives.

Drawing upon these resources, our team has provided peer analysis and reporting services across a broad array of project types and organizations in both the public and private sectors. Our Higher Education Practice has a long history of providing these services to institutions large and small, public and private, from the Ivy League to large public R1 institutions; and our relationships with peer institutions allows our team to bring context to our analysis, while also filling any potential gaps.

We recognize the value institutions find in assessing their performance and comparative analysis, and benchmarking can provide insight into how an institution is operating today and inform how to improve going forward. The work doesn't stop there, however, as leading organizations also e

. In our experience, . At Deloitte, we welcome the opportunity to bring these benchmarking services to bear across the spectrum of potential efforts, whether an operating assessment or a major ERP implementation. Deloitte can assess George Mason's current operations by leveraging our . Insights from this analysis can be used to . Peer analysis comes with considerable challenges, . Recognizing the constraints of such analysis, we will work collaboratively with university leadership and with the "owners" of data across the George Mason University to confirm that we are evaluating the and, where possible, using data that .

Business Analytics

Robust business analytics allow institutions to develop, plan and implement programs to master, monetize and measure the use of institutional data.

Deloitte's business analytics specialists look inside data to . Deloitte also provides customized data analytics tools that are ready for deployment to immediately improve analytics capabilities.

We integrate our analytics capabilities with industry experience to drive outcomes that address your signature issues. Leading analytics initiatives start with outcomes in mind—along with a plan for realizing them. We begin by utilizing a strategy that looks at the institution with a 360-degree perspective, providing the framework for identifying, prioritizing and ultimately providing the information required to improve your analytics capabilities in the areas that matter most. The following graphic illustrates the elements of this 360-degree framework.

Figure #3: Higher Education [REDACTED] framework

Throughout these steps and processes, we have observed a number of common challenges when working with higher education institutions. Our methods and approach have been designed to help address these issues, reduce risk, mitigate costs and produce successful outcomes.

Some of these challenges include:

To help George Mason swiftly realize its objectives, Deloitte will draw on these [REDACTED] [REDACTED] This helps enables us to assess George Mason's capabilities, identify any gaps that may exist, and develop recommended approaches to addressing them in a roadmap.

Deloitte integrates its analytics capabilities with industry experience to drive outcomes that address our clients' challenges. Our approach is rooted in [REDACTED], propelled by our clients' needs. Deloitte's [REDACTED] approach enables our clients to think through the current state of data management efforts that serves as a launchpad for developing a clear path forward to create a future data management state that helps institutions to meet their goals. The General Data Analytics Services and Evaluation Services that Deloitte can provide include: Managed Analytics & AI Services; AI Strategy; Culture, Change and Talent Optimization; Data & Analytics Modernization; and AI Enabled Transformation.

Financial Modeling and Analysis

Deloitte has experience conducting extensive financial modeling and analysis for higher education institutions at both an enterprise-level and for individual academic or administrative units. We begin with diving deep into the [REDACTED] and [REDACTED] - identifying pain points, challenges, and areas of strength through data analysis and stakeholder interviews.

As we move to future state visioning, we gain insight into the strategic plans that have been established. This vision-setting allows our team to build future state scenarios based on the [REDACTED]. We structure these detailed scenarios around the [REDACTED]

[REDACTED] By identifying the [REDACTED]
[REDACTED], our team can point to opportunities where the University may consider [REDACTED].

The outputs of our analysis provide a [REDACTED]

[REDACTED] . As illustrated in the [REDACTED]

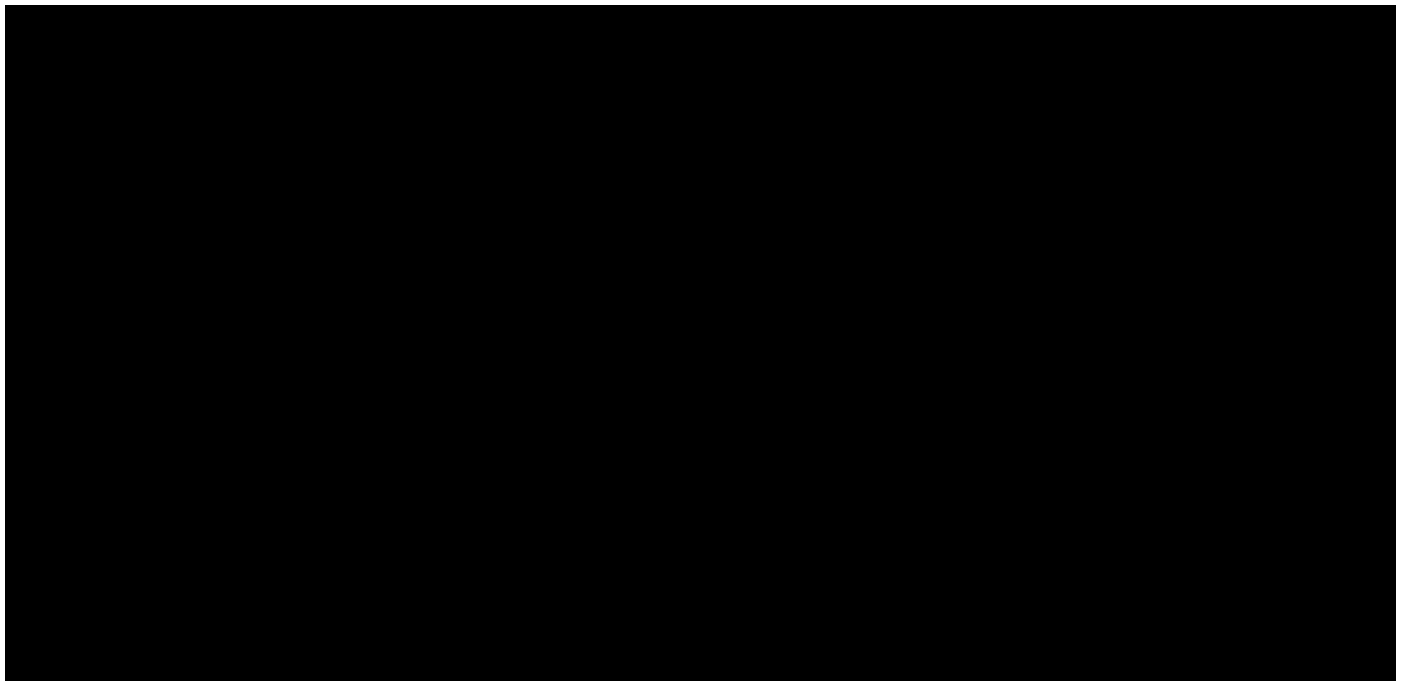


Figure #4: Sample [REDACTED] Workbook



Figure #5: Illustrative [REDACTED] Analysis

Organizational Assessments and Suggested Operational Improvements

Deloitte has extensive experience in conducting organizational and operational assessments at higher education institutions. Our engagements have ranged in scope from broad assessments spanning Governance, Talent, Finance, Technology Solutions, and Service Management domains, to more focused efforts on items such as organizational structure, department culture, student success, capabilities such as Project Management, or analyses of solution replacements for enterprise systems. These assessments have ranged from state-wide consortiums and university systems to individual institutions, divisions, and departments.

With decades of experience advising on and implementing organizational structures and transformations in higher education, we have learned that legacy organizational structure can offer challenges, and may even prove ineffective, for many higher education institutions. However, we also know that a thoughtful, flexible, well-designed organizational structure can support meaningful administrative services and be critical for satisfying a wide variety of stakeholder needs and institutional goals.

Our organizational assessment approach allows the University to [REDACTED]. By beginning with an understanding of the disparate processes across Mason, the assessment of current and past non-faculty organizational structures is grounded in the needs of end users. To create an organizational structure that delivers [REDACTED]

[REDACTED] Mason must look holistically at all elements of administrative activities, services, and staffing levels. A purposeful organizational structure assessment will drive efficiency and effectiveness, particularly if changes to the non-faculty organizational structure are appropriate based on the assessment findings.

A critical consideration of the assessment will be the unique environment of higher education and the dynamic context that is shaping the post-pandemic [REDACTED], such as shared governance, multiple funding streams, and a high level of decentralization, both in terms of who is doing the work and where it is being done. We will seek to understand the unique culture and composition of the University so that results align with the needs and priorities of Mason. The success of this effort will depend on the [REDACTED]

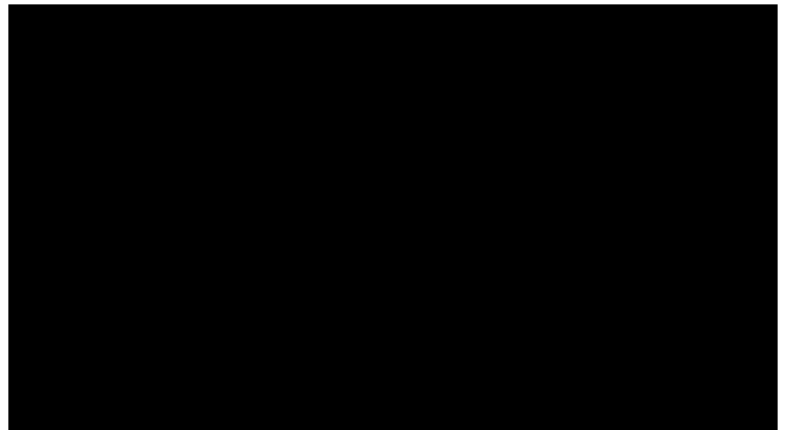


Figure #6: Current State Assessment Focus Areas

The assessment will look deeply at the areas illustrated in Figure 6.

As we work with Mason to assess the current state organizational structure – and potentially define a future state organizational structure – we will holistically consider the needs of the University and the end users. Our perspective is informed by the cutting-edge business practices that Deloitte brings, balanced with an understanding of the human element of organizations, internalized knowledge of the consensus-centric culture of academia, the challenging realities of the Future of Work, and the required flexibility to adapt to the nuances and distinct attributes that define each university. Our approach incorporates the principles of design thinking and change management, and assesses the current state to create a future state model that supports faculty, staff, and students. This iterative approach focuses on understanding and solving for the “right” problem and is well suited for the consensus-driven culture of higher education.

The [REDACTED]: Business Practices and People

Among other impacts, the COVID-19 pandemic has accelerated long-anticipated changes to work, the workforce, and the workplace as we know it, including across the global higher education ecosystem. Mason is in a unique position to redefine the *what*, *who*, and *where* of traditional university organizational structures and, in the process, achieve previously unattainable efficiencies and improve both end user and student experiences in the process.

This moment in the evolution of Mason offers the opportunity to consider the lessons learned over the past two years of remote and hybrid work and make intentional choices about the organizational structure of the future (if appropriate, based on findings).

While the required rapid migration to remote work forced difficult changes across higher education with respect to how work is done, it has also challenged the commonly held belief that remote work was incompatible with the culture of higher education. Our work with other higher education institutions suggests that for some employees and some work, remote work is preferable, when the right [REDACTED] are in place. This reframing of what is possible offers opportunities for Mason to imagine – if appropriate – an effective, yet radically different, future state.

Our approach to organizational assessments, as illustrated in Figure 7 below, typically consists of the following phases: [REDACTED]. These phases would map to the identified scope required by the University. Moreover, each of the phases will culminate in work-products for Mason review that will inform the final deliverable and presentations to the University project leaders and stakeholders. This process will provide a timely, cost-effective and high-quality process that ramps up quickly to achieve the project objectives. Given our extensive experience assessing current states, developing future state strategies, implementation roadmaps and designing operating models for universities, we will be able to hit the ground running from day one. With a team prepared with relevant experience, we will have a clear vision of the structure of the final work products and deliverables, as well as the methodology, tools and techniques required to conduct the analysis.

Figure #7: Approach to [REDACTED]

Deloitte also utilizes numerous [REDACTED] to help our clients achieve a mutually identified set of goals to improve professional performance, personal satisfaction, and, consequently, organizational effectiveness. Our issue-centric

approach to leadership assessment and coaching enables senior leaders to tackle business challenges while developing leadership capabilities. We support leadership teams in collectively identifying shared values and behaviors to build an organization that brings leaders together around goals and supports shared accountability. Deloitte has the knowledge and experience and capability to provide individualized, one-on-one coaching services that focuses on producing personal and behavior change. We start with an in-depth assessment to identify gaps between where a leader is today and where he or she needs to be. We can then establish clear and specific goals for the coaching process, allowing success to be demonstrated and measured over time.

Communications and Change Management

Effective transformation and organizational change initiatives require that leaders and stakeholders in the organization be aligned around vision, objectives and plans.

Our clients face numerous challenges as related to change management, including

[REDACTED]

[REDACTED]. We partner with institutions to work through these challenges and develop a structure for all impacted campus constituents, regardless of their attitude and level of engagement with the change. Figure 8 below illustrates the 7 Principles of Effective Change Management in Higher Education which was developed and employed by Deloitte in our work with client institutions. Work here may also focus on providing campus leadership with the tools (e.g., [REDACTED])

to understand and succeed in their role as change leaders. Critical stakeholders to this effort include: functional leadership (individuals leading the student success, human resources, finance, research administration, facilities and other operating areas); "executive" leadership (the individuals comprising the upper most governance layer over this effort); and "distributed" leadership (the leaders across the organization who can communicate information broadly across the organization). Stakeholders must collaborate and engage with each other to understand each other's perspectives and business needs, cultivate commitment to change, and facilitate their ability to adapt to change so that goals are realized. An effective change management strategy must include an understanding of the impact of planned changes, a supporting structure to implement the strategy, an analysis of the risks of the change and ongoing monitoring of potential resistance so that interventions can be taken.

Our approach to partnering with you will be deeply collaborative. The tenets of change management are inherent in everything we do. Those tenets include inclusivity, identifying key stakeholders and facilitating their active participation in the project. We will work assiduously to make sure all voices and points of view are heard and respected as the current state is documented and the future state is imagined. We believe that it is not only the best approach for potential initiatives, it is the culture of Deloitte and what makes our firm successful.

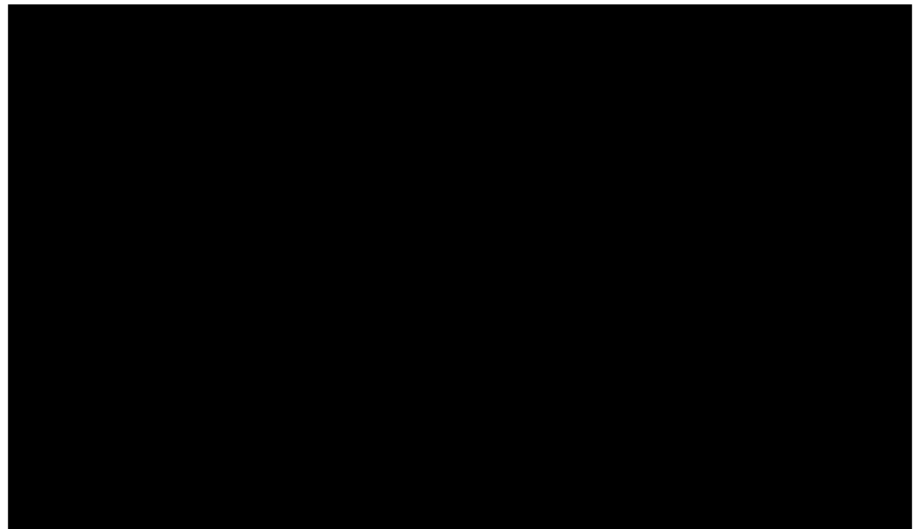


Figure #8: Seven Principles for [REDACTED]
[REDACTED] in Higher Education

Change management strategies of any kind must involve the early engagement and empowerment of leadership; and engagement with stakeholders at the right frequency to support them in adopting the change. This is particularly important within the complex organizational dynamics of higher education institutions where barriers to change vary widely within and across students, faculty, administration, and other impacted populations. Deloitte brings compelling change management methods and tools that integrate with our PMO methods and can be easily tailored to meet the needs of many types or sizes of changes or projects. Our approach minimizes the disruptive nature of change and facilitates a high-quality outcome for the project by focusing on activities within five dimensions as shown below in Figure 9.



Figure #9: Dimensions of

New Partnership Oriented Ventures

Colleges and universities find themselves facing an uncertain future as student populations shift, financial pressures mount, and employer requirements and preferences evolve. A number of institutions across the country have addressed or are approaching critical decision points – can [we] employ strategies to be successful and sustainable in the future? Do [we] need to explore a structured “wind-down”? Or, can [we] pursue innovative partnerships by which [we] can diversify our revenues, enhance our offerings, and navigate the current and forthcoming challenges, headwinds, and changes? Mason has been a leading higher education innovator in 21st century education, including the development of online programming and the delivery of personalized, customized education and student services to students who wish to attend Mason across the three campuses in Northern Virginia, the campus in South Korea, and/or online. Mason has also been at the forefront of creating dialogue around partnerships, including public-private partnerships (“PPPs” or “P3s”).

DISTINGUISHING

FACTOR

- Deloitte has an incredibly broad higher education network built across over nine decades serving higher education clients, including research universities, small private institutions, comprehensive and doctoral institutions, state systems of higher education, and community colleges

Figure #10: Deloitte's [REDACTED] Framework

Deloitte brings extensive domestic and international experience in the procurement, negotiation, financing and governance of both PPPs as well as mergers and consolidations across industries around the globe. We advise both the public sector in structuring and procuring their PPP projects through [REDACTED], bringing Mason's broad knowledge and experience from across sectors.

Inherent to our approach is an appreciation and deep consideration for Mason's culture, mission, and vision. Through our broad experience in developing strategies for and executing partnerships across the higher education merger and acquisition space as well as through public-private partnerships, we believe that alignment with George Mason University's goals and mission will be a critical dimension to a successful future partnership process.

A well-thought-out partnership process will help Mason further understand innovative opportunities to preserve mission and values into the future. Through our collaborative, innovative, and data informed approach, we will help Mason leadership choose from a range of actions to further enable financial sustainability and mission fulfillment. Deloitte's approach seeks to maximize the achievement of potential benefits, for example,

[REDACTED] Effective communication and change management strategies will also be critical enablers to successfully negotiating, facilitating, and operationalizing future partnership(s). Communication and change management strategies (as described in the prior section) will ground all phases and activities of our work, through which we will strategically engage the right stakeholders at the right time to establish transparency and encourage understanding, buy-in, and active engagement.



DISTINGUISHING FACTOR

- Deloitte provides coverage across the full P3 and M&A lifecycle with complete consulting and advisory services delivered across due diligence, separation and post-deal transformation
- Deloitte has an established M&A practice, with [REDACTED] global M&A practitioners which integrates seamlessly with our [REDACTED] dedicated higher education practitioners in the U.S. alone, bringing unparalleled combined expertise
- We have experience across more than [REDACTED] M&A transactions over the last 10 years, including some of the largest, global, game-changing deals

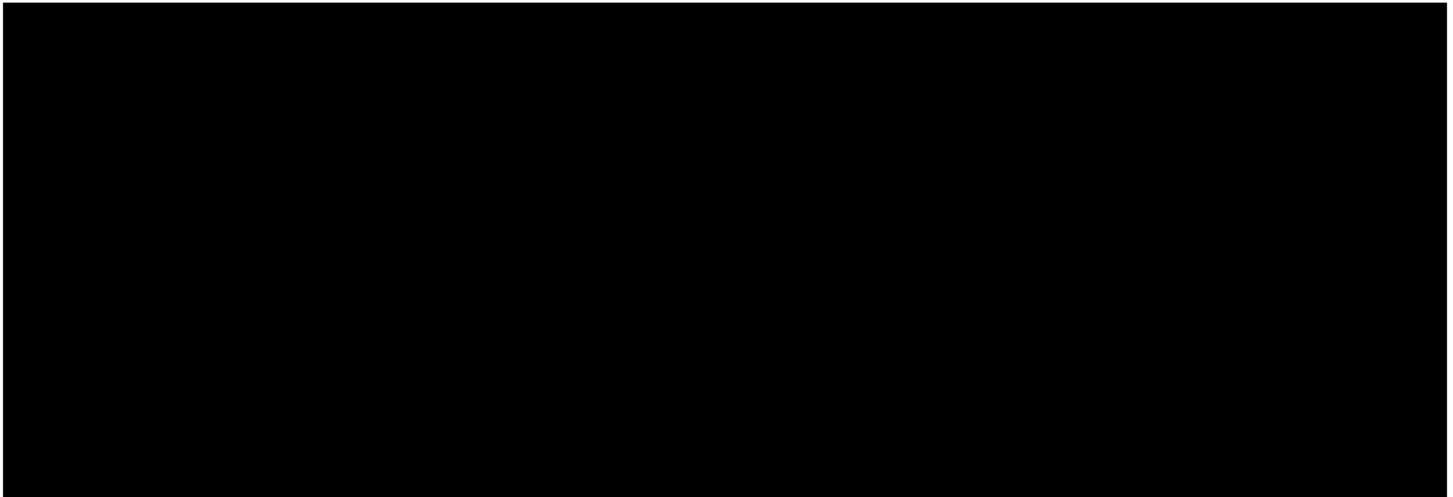


Figure #11: Deloitte's [REDACTED] Approach Framework

The following highlights Deloitte's representative partnership experience. We have included a representative list only, in order to protect client confidentiality. To the extent that the University seeks additional examples of our partnership experience across mergers and consolidation and/or P3s, we welcome further discussions to demonstrate the breadth and depth of our knowledge and experience.

Client / Project	Our Approach and Impact
<p>[REDACTED]</p> <p>Financial, tax and operational due diligence and separation and stand up advisory services to support the acquisition of [REDACTED]</p>	<ul style="list-style-type: none"> In April 2018, [REDACTED] announced its intention to sell the [REDACTED] to a private equity client, [REDACTED] Deloitte developed future state operating model and organization design for the standalone company Deloitte also supported [REDACTED] in order to successfully execute IT application and infrastructure plans for Day 1, plan for steady state, transition HRIS, payroll and benefits for a seamless employee experience for Day 2, and transition functional responsibilities from [REDACTED] to stand up critical functions for operational Day 1 Deloitte acted as trusted advisors to the CEO and leadership team
<p>[REDACTED]</p> <p>Evaluated the potential combined value that a partnership may yield under distinct scenarios, including growth projections and shared efficiencies</p>	<ul style="list-style-type: none"> Deloitte analyzed the potential partners' recent performance as well as industry projections and trends Leveraged the institutional projections, overlaying relevant and appropriate industry-informed adjustments, based on trends and forecasts, to project anticipated future performance Assessed timing and financial projections associated with a range of academic growth opportunities Assessed the potential range of cost efficiencies achieved through a shared services agreement
<p>[REDACTED]</p> <p>Evaluated a potential acquisition</p>	<ul style="list-style-type: none"> Identified opportunities to expand program offerings and increase enrollment that would generate an additional \$1.7M annually Recommended cost reduction opportunities by identifying administrative synergies and elimination of underperforming programs to lower marketing and instruction costs Proposed tuition increases to align with local market and peer benchmark institutions
<p>[REDACTED]</p> <p>Financial, risk, and tax implication assessment of a P3 bid</p>	<ul style="list-style-type: none"> In a challenging P3 contractual framework, analyzed risks in contractual framework at partnership / JV level and the risk exposure under the Joint Venture Agreement Quantified the cost of the parent guarantee Identified tax benefits

<p>Evaluated whether a P3 brings Value for Money</p>	<ul style="list-style-type: none"> Within the client context of an aging infrastructure and utility assets, sizable deferred maintenance backlog, and significant enrollment growth targets, developed business cases comparing different P3 delivery methods In order to enable the University to drive decisions as related to next steps, also identified lifecycle costs, risks, and risk mitigants
<p>Defined a long-term utilities strategy for the University</p>	<ul style="list-style-type: none"> Aligned to the University's sustainability and climate change goals, recognizing the existing power supplier as well as budgeting and monitoring challenges, and in recognition of the integration with community, evaluated utility business models from status quo to vertical integration Organized stakeholder workshop to socialize priorities Created a foundation by which the University renegotiated its supply contracts

Table #1 - Representative Partnership Experience

6. Questions From RFP #GMU-1827-23 (RFP Section B. SPECIFIC REQUIREMENTS; 6.)

In Your Proposal Response Please Address the Following:

- 6a. Are you and/or your subcontractor currently involved in litigation with any party?
- 6b. 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.
- 6c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
- 6d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

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

Deloitte Consulting LLP, as one of the leading providers of consulting services, is routinely involved in complex consulting projects, often involving large-scale systems implementations and multiple service providers. Although we are justifiably proud of our record of client satisfaction, such projects do occasionally give rise to disagreements over contract requirements, and we are occasionally, though rarely, involved in litigation with clients pertaining to our consulting services. We do not believe that such matters will affect our ability to provide consulting services, or that they will affect our ability to serve GMU in connection with this proposed engagement.

6b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or a subcontractor in the last three years.

To the best knowledge and belief of the undersigned, said is unaware of any investigations or actions from any state, local, federal or other regulatory body related to Deloitte Consulting LLP that would materially affect our reputation or ability to serve GMU in connection with this proposed engagement.

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

Deloitte Consulting LLP ("Deloitte Consulting"), as one of the leading providers of consulting services, is routinely involved in complex consulting projects, often involving large-scale systems implementations and multiple service providers. Although we are justifiably proud of our record of client satisfaction, such projects do occasionally give rise to disagreements over contract requirements, and we are occasionally, though rarely, involved in litigation, and even rarer, in matters with our clients. The rare matters of litigation with a client over our services contracts represent a very small portion of our consulting engagements. In the last three (3) years, there have been no judgments against Deloitte Consulting, a [REDACTED]

The rare matters of litigation with a client over our services contracts represent a very small portion of our consulting engagements, and there has been no determination made in any case that we defaulted on any of our obligations. We are confident in our track record of success and believe that there is no issue with any prior engagement that would affect our ability to provide consulting services, or that will affect our ability to serve GMU in connection with this proposed engagement.

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

The name of the firm has not changed in the past ten (10) years.

7. 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.

Deloitte has carefully considered the requirements of the RFP. Given the scope of the work and the need for high quality services, we propose the below rates for this engagement. Fairfax campus rates are inclusive of all travel-related expenses to the Fairfax campus and overhead costs. Rates to all other campuses do not include expenses which will be billed at cost, in accordance with Commonwealth of Virginia travel per diems.

Fairfax Campus Rate ¹					
Job Title	Contract Year 1 Hourly Rate	Optional Contract Year 2 Hourly Rate	Optional Contract Year 3 Hourly Rate	Optional Contract Year 4 Hourly Rate	Optional Contract Year 5 Hourly Rate
Engagement Principal	\$529	\$546	\$566	\$585	\$606
Engagement Director	\$495	\$511	\$529	\$547	\$566
Subject Matter Advisors	\$431	\$445	\$462	\$477	\$494
Consulting Senior Lead	\$385	\$398	\$412	\$426	\$441
Consulting Project Manager	\$368	\$380	\$394	\$407	\$421
Consulting Lead	\$345	\$356	\$369	\$381	\$395
Consultant	\$299	\$309	\$320	\$331	\$342
Analyst	\$276	\$285	\$295	\$305	\$316
Associate Analyst	\$253	\$261	\$271	\$280	\$290

All Other Campuses Rate ²					
--------------------------------------	--	--	--	--	--

Job Title	Contract Year 1 Hourly Rate	Optional Contract Year 2 Hourly Rate	Optional Contract Year 3 Hourly Rate	Optional Contract Year 4 Hourly Rate	Optional Contract Year 5 Hourly Rate
Engagement Principal	\$460	\$475	\$493	\$509	\$527
Engagement Director	\$430	\$444	\$460	\$476	\$493
Subject Matter Advisors	\$375	\$388	\$402	\$415	\$430
Consulting Senior Lead	\$335	\$346	\$359	\$371	\$384
Consulting Project Manager	\$320	\$331	\$343	\$354	\$367
Consulting Lead	\$300	\$310	\$321	\$332	\$344
Consultant	\$260	\$269	\$278	\$288	\$298
Analyst	\$240	\$248	\$257	\$265	\$275
Associate Analyst	\$220	\$227	\$236	\$243	\$252

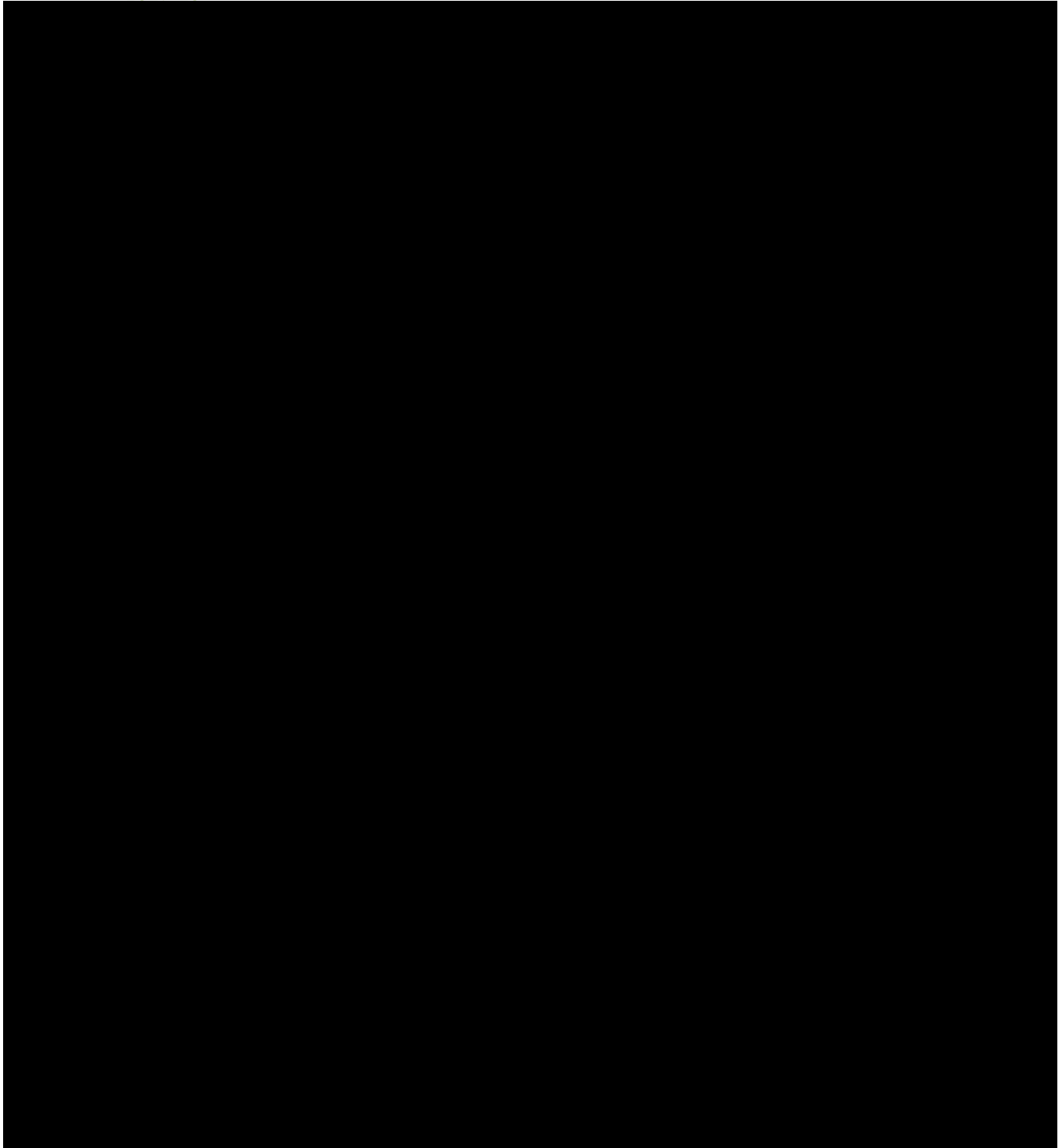
Contract pricing is based upon defined scope, which drives timeline, level of effort required, and roles and responsibilities. Deloitte will partner with Mason to manage costs appropriately for individual contract awards.

Notes:

- 1) Rates include all travel-related expenses to the Fairfax campus and overhead costs.
- 2) Rates do not include expenses which will be billed at cost, in accordance with Commonwealth of Virginia travel per diem.

8. Appendix

A. George Mason University Academic and Business Consulting Services RFP Exceptions to GMU-1827-23



B. Additional evidence of ability to assemble a relevant team of education experts quickly; strong network.

Deloitte's Higher Education practices brings extensive experience as well as an ability to draw upon and leverage knowledge and experience from across our firm. Our team is able to draw from our experience with clients at Deloitte as well as from prior career stops with other firms serving the sector and as leaders at other higher education institutions. The biographies included in our response to RFP Section B. SPECIFIC REQUIREMENTS; 4. References and Engagements are a representative sampling of our 500+ dedicated higher education practitioners, many of whom have served in leadership roles at universities across the country. Additionally, Deloitte has completed 900+ projects with over 250 higher education institutions, including all 10 of the top 10 universities; 23 of the top 25 universities; and 65 of the top 100 universities, according to the current U.S. News & World Report college rankings. Deloitte stands ready to quickly assemble a team of specialists and create appropriate connections through our extensive network, based on Mason's objectives and needs.

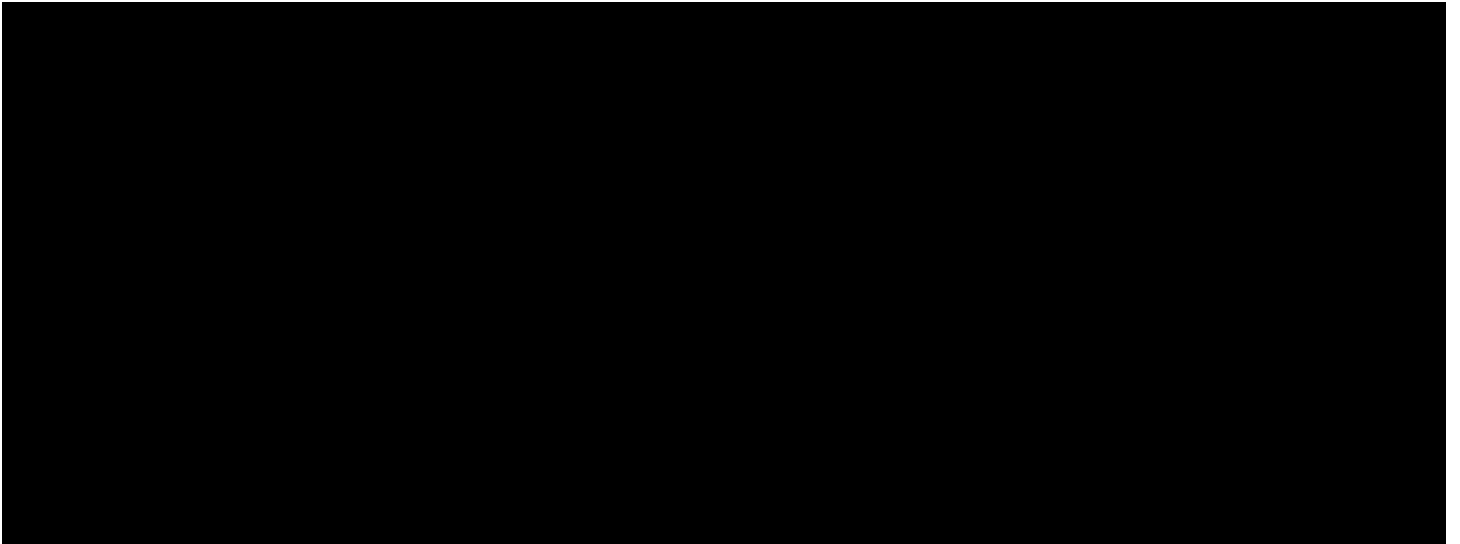


Table #2 - Representative Client Experience



About Deloitte

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"), its network of member firms, and their related entities. DTTL and each of its member firms are legally separate and independent entities. DTTL (also referred to as "Deloitte Global") does not provide services to clients. In the United States, Deloitte refers to one or more of the US member firms of DTTL, their related entities that operate using the "Deloitte" name in the United States and their respective affiliates. Certain services may not be available to attest clients under the rules and regulations of public accounting. Please see www.deloitte.com/about to learn more about our global network of member firms.

Copyright © 2022 Deloitte Development LLC. All rights reserved.