



Purchasing Department  
 4400 University Drive, MS 3C1, Fairfax, VA 22030  
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

**STANDARD CONTRACT  
 GMU-1878-23-04**

This Contract entered on this 25<sup>th</sup> day of June, 2024 (Effective Date) by Riester Influence, LLC hereinafter called "Contractor" (located at 4075 Wilson Blvd, Eighth Floor, Suite 813, Arlington, Virginia 22203) 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 strategic communications and media relations services for George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

Mason's issuance of a Purchase Order is considered confirmation of any engagement.

**III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.

**IV. PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

All out-of-pocket expenses must be pre-approved by Mason and invoiced on a reimbursement basis, at cost. There will be no reimbursement for administrative costs including but not limited to; faxing, office supplies, phone, etc. Use of Contractor's media tracking resources shall be available to Mason at no additional cost.

Travel will only be paid on a reimbursement basis in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by Mason.

Labor Category	Hourly Rate
Principal Consultant	\$285
Account Supervisor	\$145
Senior Account Executive	\$115
Business Administration	\$115
Account Executive	\$105
Public Relations Coordinator	\$85
Social Media Designer	\$80

Contractor will provide a 10% rebate on the Principal Consultant's hourly labor rate when Mason spends a minimum of \$250,000 in a Contract year.

**V. CONTRACT ADMINISTRATION:** John Hollis, Media Relations Manager, Office of University Branding, 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:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to [acctpay@gmu.edu](mailto:acctpay@gmu.edu). Invoices will be paid Net 30, after services rendered, from the date of receipt at [acctpay@gmu.edu](mailto:acctpay@gmu.edu) or the last day of the month, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

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

- A. This signed Contract;
- B. Negotiation letter dated May 23, 2024 (attached);
- C. RFP No. GMU-1878-23 in its entirety (attached);
- D. Contractor's proposal dated October 25, 2023 (attached).

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

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

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

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

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

**X. STANDARD TERMS AND CONDITIONS:**

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

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

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

2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.

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

1. The Contractor must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.

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

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act

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

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

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

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:

- a. notify Mason (by sending an email to [export@gmu.edu](mailto: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](mailto:export@gmu.edu) .

V. FORCE MAJEURE: Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

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

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its

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

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

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

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

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

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

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

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

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

- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. 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.
- GG. 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.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. 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%, whichever is lower.
  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%, whichever is lower.
- JJ. 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/>.
- KK. 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.

- LL. 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.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. 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.
- OO. 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/>.
- PP. 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.

QQ. 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. 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.

RR. 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.

SS. 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.

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

**Riester Influence, LLC**

DocuSigned by:  
  
Signature E47F5861300847F...

Name: Summer Johnson

Title: Managing Partner

Date: 6/26/2024

**George Mason University**

DocuSigned by:  
  
Signature E1DA89EA373640A...

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 6/26/2024



Purchasing Department  
4400 University Drive, MS 3C1, Fairfax, VA 22030  
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

May 23, 2024

Ms. Summer Johnson  
Managing Partner – [sjohnson@riesterinfluence.com](mailto:sjohnson@riesterinfluence.com)  
Riester Influence, LLC (herein referred to as “Riester”)  
4075 Wilson Blvd, Eighth Floor, Suite 813  
Arlington, Virginia 22203

SUBJECT: Negotiations: RFP GMU-1878-23, Strategic Communications & Media Relations

Dear Ms. Johnson:

We have reached the point in the RFP process where we are ready to start negotiations/clarifications as provided for in Section XIV, B of the subject RFP. Therefore, we would appreciate your response to the following:

1. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution’s needs. Mason proposes that we may engage Riester’s services in either of the following scenarios:
  - a. Actual hours worked based on your discounted hourly rates, by category, with an agreed upon monthly Not-To-Exceed (NTE) amount.
  - b. A Firm-Fixed-Price basis, based on the discounted rates agreed upon, for a time-bound project with fixed deliverables.

In both of the above scenarios, we must understand the discounted hourly rates that form the basis of a and b above.

In addition, out-of-pocket expenses must be pre-approved by Mason and invoiced on a reimbursement basis, at cost. There will be no reimbursement for administrative costs including but not limited to; faxing, office supplies, phone, etc. Use of agency’s media tracking resources must be available to Mason at no additional cost.

With this in mind, please provide your discounted hourly rates per labor category.

Riester Response: Riester Influence agrees to provide its services to George Mason University based on either actual hours worked billed at our discounted hourly rates by category with an agreed upon monthly Not-To-Exceed (NTE) amount, or a Firm-Fixed-Price based on our discounted rates for a time-bound project with fixed deliverables. We understand that out-of-pocket expenses must be pre-approved by Mason and invoiced by Riester Influence on a reimbursement basis, at cost.

We also understand there will be no reimbursement for administrative costs such as faxing, office supplies and telephone usage.

Riester Influence’s discounted hourly rates per labor category are as follows:

- Principal Consultant = \$285
- Account Supervisor = \$145
- Senior Account Executive = \$115
- Business Administration = \$115
- Account Executive = \$105
- Public Relations Coordinator = \$85
- Social Media Designer = \$80

**Mason's Response:** Riester's discounted rates are accepted. Confirm Riester will allow the use of their media tracking resources at no additional cost.

Riester Response: Riester Influence maintains a subscription to current media tracking services, and staff will use it for the purposes of George Mason, at no additional hardcosts to George Mason.

2. At Mason's discretion, we may request access to Riester's PR Newswire or Business Wire subscription. The cost shall be passed through to Mason on the monthly invoice at cost with no additional markup.

Riester Response: Riester Influence maintains a current subscription with PR Newswire. If Mason requests distribution of a news release through this service, Riester Influence will pass the net cost associated with Riester Influence's monthly invoices, with no added mark-ups or commissions.

**Mason's Response: Accept**

3. Confirm you understand if travel is required, it will only be paid on a reimbursement basis in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by Mason.

Riester Response: Riester Influence's labor rates include travel within a 50-mile radius of Mason's Fairfax campus. If travel is required outside of that local radius, we understand it will only be paid on a reimbursement basis in accordance with Mason's policies and GSA per diem rates. Riester Influence agrees and understands that all reimbursable travel must be pre-approved by Mason.

**Mason's Response: Accept**

4. Confirm your understanding of the following regarding payment and invoicing.
  - a. Work shall not begin until a Mason PO has been issued to Riester. A separate PO will be issued per engagement.
  - b. Mason will not prepay for services. All invoices must be submitted after services rendered.
  - c. All invoices must come from and be payable to Riester Influence, LLC. Mason will not accept invoices from subcontractors.
  - d. All invoices will be paid Net 30 from the date of receipt at [acctpay@gmu.edu](mailto:acctpay@gmu.edu) or the last day of the month, whichever is later.
  - e. Hourly rate agreement invoices must detail the work performed per labor category with a breakdown of the hours worked for each task, each month. Invoices shall not exceed the agreed monthly NTE total.

Riester Response: Riester Influence will not begin work until a Mason PO has been issued to Riester. We understand a separate PO will be issued per engagement. We also understand Mason will not prepay for services. All invoices will be submitted after Riester Influence services have been rendered. All invoices will come from and be payable to Riester Influence, LLC. Invoices from subcontractors will not be submitted to Mason, and we understand Mason will not accept invoices from subcontractors. We accept that all invoices will be paid Net 30 days from the date of Mason's receipt at [acctpay@gmu.edu](mailto:acctpay@gmu.edu) or the last day of the month, whichever is later. Each month, Riester Influence's hourly rate agreement invoices will detail the work performed per labor category with a breakdown of the hours worked for each task. Riester Influence' invoices will not exceed the agreed monthly NTE total.

**Mason's Response: Accept**

5. For each engagement, confirm Riester will provide detailed weekly performance metrics and reporting. This should include a brief summary of work, updates on campaign progress, and any media hits.

Riester Response: Yes, Riester Influence will provide detailed weekly performance metrics and reporting for each engagement, and reporting will include a brief summary of work, campaign progress updates and media hits.

**Mason's Response: Accept**

6. Confirm Riester can be available within 24 hours' notice of a crisis and services will be provided at the same hourly rates.

Riester Response: Yes, Riester Influence staff will be available within 24 hours notice of a crisis and services will be provided at the same discounted hourly rates as proposed for our normal course of work under this agreement.

**Mason's Response: Accept**

7. Is Riester willing to sign a Mason NDA if engaged for services on a sensitive or confidential issue/topic?

Riester Response: Yes, Riester Influence will sign a Mason NDA if engaged for services on a sensitive or confidential issue or topic.

**Mason's Response: Accept**

8. Confirm Riester will disclose any potential conflicts of interest, such as representing competing clients, and establish protocols for managing such conflicts ethically prior to engagement or as soon as it is known.

Riester Response: Yes, Riester Influence will disclose any potential conflicts of interest, such as competing clients, and establish protocols for managing such conflict ethically prior to engagement or as soon as it is known to be a conflict.

**Mason's Response: Accept**

9. Can Riester provide any additional discounts based on total university spend? Are there any additional financial or value-added incentives Riester could offer Mason?

Riester Response: Yes, when Mason commits to using a minimum of \$250,000 in annual labor services from Riester Influence, we will apply an additional discount of 10% to our Principal Consultant's hourly labor rate. This will lower the highest hourly labor rate from \$285 to \$256.50.

**Mason's Response:** Is the \$250,000 commitment for a single SOW or does that apply to multiple engagements in a year? If the discount applies to multiple engagements, if a PO is issued and a couple months later a second PO is issued by another department and that brings Mason's total to \$250k or more, how will Riester discount the first PO? Alternatively, would Riester consider a rebate at the end of each contract year based on total spend during the previous contract year?

Riester Response: Yes, Riester Influence is willing to provide a 10% rebate on our Principal Consultant's hourly rate to George Mason University at the end of the contract year if a minimum of \$250,000 of Riester Influence's annual labor services were used by George Mason University during the contract year.

10. For OUB or each separate SOW issued, confirm Mason can terminate the engagement with 30 days' notice if there is a conflict of interest or a change in key team member(s) working on Mason's account.

Riester Response: Yes, Mason can terminate the engagement with 30 days' notice, for OUB or each separately issued SOW, if there is a conflict of interest, or a change in key team member(s) working on the Mason account, who are not replaced by Riester Influence with personnel of equal or superior experience and talent, determined by labor category.

**Mason's Response: Accept**

11. Confirm Riester will not add additional terms and conditions to any SOW issued to Mason. Mason should not be required to sign separate SOW's and each SOW shall be limited to an outline of the work to be performed under each specific engagement. Mason's issuance of a Purchase Order is considered confirmation of the engagement.

Riester Response: Riester Influence confirms it will not add additional terms and conditions to SOWs issued to Mason. Mason will not be required to sign separate SOWs, and each SOW will be limited to an outline of the work to be performed under each specific engagement. Mason's issuance of a Purchase Order will be considered confirmation of the engagement by Riester Influence.

**Mason's Response: Accept**

12. Riester did not include any redlines to Mason's Standard Contract (RFP Attachment B – Sample Contract) in your proposal. Please confirm you do not take any acceptations to Mason's Standard Contract.

Riester Response: Riester Influence confirms it does not take any exceptions to Mason's Standard Contract.

**Mason's Response: Accept**

Please advise if you have any questions or need clarification before responding. A response is requested by 5:00PM on Wednesday, May 29, 2024.

Regards,



Erin Rauch, CPPB, VCO, CUPO  
Assistant Director | Purchasing  
[erauch@gmu.edu](mailto:erauch@gmu.edu)



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-1878-23**

**ISSUE DATE:** September 22, 2023  
**TITLE:** Strategic Communications & Media Relations  
**PRIMARY PROCUREMENT OFFICER:** Erin Rauch, Assistant Director  
**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director

**QUESTIONS/INQUIRIES:** Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 04, 2023. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal and by 5:00 PM ET on October 9, 2023.

**PROPOSAL DUE DATE AND TIME:** October 25, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

Name and Address of Firm:

Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Signature

FEI/FIN No. \_\_\_\_\_

Name: \_\_\_\_\_

Fax No. \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

SWaM Certification Number: \_\_\_\_\_

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

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I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide strategic communications and media relations support 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.

Mason intends to award to multiple vendors as a result of this solicitation. One vendor to work closely with the Office of University Branding and a selection of additional vendors to contract with on an as needed basis.

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(s) 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 the resulting 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](http://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 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. 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 Effective Date of contract with four (4) successive one-year renewal options (or as negotiated).

**X. BACKGROUND:** Mason has been called the "best kept secret" and the Office of University Branding (OUB) continues to advance the story of Mason to key audiences, not only through our own storytelling but through story development, earned media, sponsored content, conferences, and partnerships. We are currently far behind our competitors in the region in terms of share of voices and conversation, and this work directly relates to those goals. Further based on the new strategic direction, publicity is a goal in several key areas of impact and measures of success. The process for this work requires a lot of one-on-one conversations, writing and graphic/art creation, cross-university coordination, list development, and planning. There is a significant need for external communications planning, more strategic campaign design and coordination, and increase in engagement with media across the University, and teams have been asking repeatedly for our support, leadership and consolidation of this work to ensure we are managing relationships well.

**XI. STATEMENT OF NEEDS:** The contractor will work with OUB on an ongoing basis, and with other University departments as needed, as part of story development and media relations. The contractor will assist the OUB team to help increase media coverage and third-party influential endorsements related to inclusive excellence, research, public health, science and tech innovation, business and economic development (including talent development and entrepreneurship), climate and sustainability, law and policy, freedom of speech, democracy and peace, culture and social mobility, educational rigor and outcomes as well as help mitigate crisis and uphold a strong reputation. The contractor will work closely with the OUB Media Relations Manager who coordinates with all of the other Schools and Institutes, and handles most in-coming media requests and crews on campus.

A. The contractor may be responsible for (but not limited to) providing the following services:

1. Communications campaign strategies and development,
2. Establishing a process for information gathering and story development,
3. Protocol and approvals process development and engagement,
4. Key message development,
5. Written and video communications (such as but not limited to: talking points and holding statements, press release, op-ed, video interviews/sample reels, tip sheets, social media content, web content, faculty profiles and Q&As, feature stories, sponsored content, best practices tools and templates, campaign reports/analysis and presentations),
6. Media training for Mason high profile executives and selected topic experts,
7. Executive interview recommendations and relationship building as a key source for media and influencers,
8. Distribution planning, press list development and maintenance,
9. Collaboration with other OUB teams on cross-platform engagement,
10. Crisis communications strategy and support as part of overall OUB crisis response plans,
11. On-site staffing, as needed, for various high-profile events or during crisis management that would likely entail large-scale media turnout to campus;
12. Handling media inquiries;

13. Proactively identify and pitch journalists for stories about Mason or for interviews with leadership and experts at local, regional, national, trade and vertical publications, web, podcasts, tv and radio broadcasts, newsletters, and influential conferences and events that generate positive exposure;
14. Weekly calls and follow-up reports (weekly updates and campaign summaries) with results as well as tracking projects, pitches, approvals, etc.

In addition, individual units often need campaign specific support for these types of services. The contractor will work directly with Mason departments on an as-needed basis. The specific requirements will be identified at the time of engagement and will require a separate scope of work detailing those specific needs.

**XII. COST OF SERVICES:** Please provide hourly rates as described in Section XIII.B.5 below.

**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:** ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only be accepting electronic proposal submissions via Bonfire for this Request For Proposals.

**The following shall apply:**

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
  - b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire 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 Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
  - c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
  - d. Respondents should contact Bonfire at [support@gobonfire.com](mailto:support@gobonfire.com) for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>
  - e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
  - f. All solicitation schedules are subject to change.
  - g. Go to Bonfire and 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 as required in Bonfire. (See section XVI.)

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

3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
  - a. Background and brief history of your company.
  - b. Client list, key relationships & relevant industry knowledge
  - c. Names, qualifications and experience of personnel to be assigned to work with Mason. Include team specifics including bios, personal social feeds, links to LinkedIn profiles, awards and accolades, recent communications or influential speaking engagements, etc.
  - d. At least three campaign examples with scope and ballpark budget, measurable results and impact reports, sample tactics (i.e., press releases, op-ed, pitch documents, interview prep forms, sponsored stories, social and video content, web pages, etc.)
  - e. No fewer than three (3) references that demonstrate the Offeror’s qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
  
4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
  - a. Your detailed approach to providing the services described herein to include strategic communications planning and media relations strategies and tactics, and measurement.
  
5. Proposed Pricing:
  - a. Provide monthly fee for ongoing services provided to OUB, to include a breakdown of the personnel assigned to Mason with their estimated hours and hourly rate.
  - b. Provide hourly rates for services engaged on an as-needed or per campaign basis.

Invoices shall be submitted after services rendered or the end of each month and will be paid based on the payment preference selected (See section XVI).

Rates must include all travel-related expenses and overhead costs if the consultant is within a 50-mile radius of Mason's Fairfax campus. If the consultant is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's polices, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.

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 products/services offered and suitability for the intended purpose	25
2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	20

4.	Price Offered	25
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 offerors 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:**

*PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER 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](mailto: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 10<sup>th</sup> day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20<sup>th</sup> 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](mailto: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. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. 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, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are 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 the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. 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/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**XVIII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 9/22/23
- Vendors submit questions by: 10/04/23 by 4:00 PM ET
- Post Question Responses: 10/09/23 by 5:00 PM ET
- Proposals Due: 10/25/23 @ 2:00 PM ET
- Proposals to Committee: 10/26/23
- Review and Score Proposals: 10/26/23 – 11/15/23
- Scores to Purchasing: 11/16/23
- Oral presentations (if necessary): TBD
- Negotiations/BAFO: TBD
- Award: TBD

**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](http://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: \_\_\_\_\_ SBSBD Cert #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ SBSBD Certification: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
 Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_

**Subcontract #2**

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

**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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



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

**ATTACHMENT B – SAMPLE CONTRACT  
GMU-1878-23**

**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 \_\_\_\_\_, 2023 (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. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
- 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. Negotiation Responses dated XXXXX (incorporated herein by reference);
  - C. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
  - D. 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. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
  2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by 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:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
    - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
    - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and

- c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with 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](mailto: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](mailto: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. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
  - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
  3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
  4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
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 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 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%, whichever is lower.
  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 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%, whichever is lower.
- 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. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such 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: \_\_\_\_\_



# GEORGE MASON UNIVERSITY



**REQUEST FOR PROPOSAL # GMU-1878-23**  
**Strategic Communications & Media Relations**  
George Mason University

October 25, 2023



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



**REQUEST FOR PROPOSALS  
GMU-1878-23**

**ISSUE DATE:** September 22, 2023  
**TITLE:** Strategic Communications & Media Relations  
**PRIMARY PROCUREMENT OFFICER:** Erin Rauch, Assistant Director  
**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director

**QUESTIONS/INQUIRIES:** Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 04, 2023. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal and by 5:00 PM ET on October 9, 2023.

**PROPOSAL DUE DATE AND TIME:** October 25, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. 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: Riester Influence, LLC

Date: October 25, 2023

DBA: \_\_\_\_\_

Address: 4075 Wilson Blvd, Eighth Floor, Suite 813  
Arlington, Virginia 22203

By:   
Signature

FEI/FIN No. 844820845

Name: Summer Johnson

Fax No. \_\_\_\_\_

Title: Managing Partner

Email: sjohnson@riesterinfluence.com

Telephone No. 571.348.4759

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

SWaM Certification Number: 829416

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.

**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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Riester Influence, LLC

**Preparer Name:** Summer Johnson, Managing Partner      **Date:** October 25, 2023

**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: 829416      Certification Date: October 4, 2023

**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: RIESTER      SBSBD Cert #: \_\_\_\_\_  
Contact Name: Tim Riester      SBSBD Certification: \_\_\_\_\_  
Contact Phone: 602.721.4307      Contact Email: riester@riester.com  
Value % or \$ (Initial Term): 30%      Contact Address: 3344 E. Camelback Rd, Phoenix, AZ 85018  
Description of Work: Public Relations, Measurement Activities

**Subcontract #2**

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



October 25, 2023

James F. Russell, Director  
Erin Rauch, Assistant Director  
Purchasing Department  
George Mason University  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030

Dear Ms. Rauch and Mr. Russell,

The Riester Influence team enthusiastically submits its proposal in response to George Mason University's Request for Proposals GMU-1878-23 for Strategic Communications and Media Relations.

The Riester Influence team has promoted higher education institutions for the past 30 years and is one of the most sought-after strategic communications teams for media relations and crisis communications. More importantly, this spring and summer, we were tasked by George Mason to work with the Office of University Branding to perform a deep-dive assessment of the University's communications goals, communications efficacy, its share of voice in the DMV and region, and internal communications processes.

This work gave us insight into your communications needs, desires, goals, and opportunities for messaging. In fact, as our staff prepared that report, we had so many ideas on what we would love to do with media relations to take Mason's communications to the next level.

It is those ideas along with the findings and recommendations from our work with George Mason, that informed this proposal we submit for consideration today.

In the following proposal, the Riester Influence team will share more about our expertise as strategic communicators, our long history promoting thought leadership, brand, culture, and executive reputation building for many higher education institutions, and how we would approach a new media relations assignment for George Mason.

Read on, enjoy and know that we would be honored to meet with you in person!

A handwritten signature in black ink, appearing to read 'Summer Johnson'.

Summer Johnson  
Managing Partner  
Phone: 571.348.4759  
Email: [sjohnson@RIESTERinfluence.com](mailto:sjohnson@RIESTERinfluence.com)

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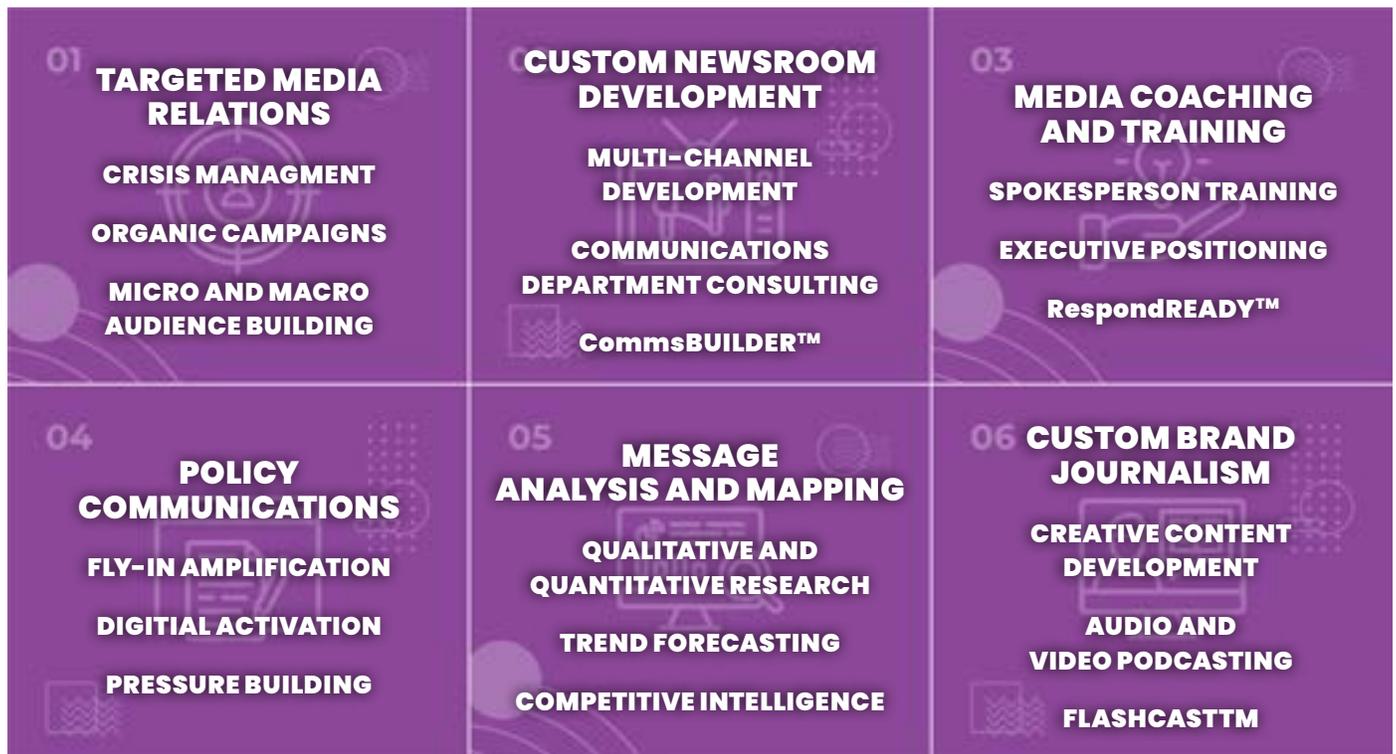
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## 2. EXECUTIVE SUMMARY

Riester Influence, LLC, is a Virginia-based, SWAM-certified, woman-owned strategic public relations firm. Riester Influence maintains among its core competencies the development and execution of strategic communication plans, its leaders with decades of experience as spokespeople and directors of public-sector communications departments, managing news media interactions at every level, with an emphasis on crisis management and proactive engagement.

The Firm is uniquely qualified to assist George Mason University with its plan to increase media coverage and third-party influential endorsements and develop a fresh approach to communications with internal and external stakeholders, including prospective students and faculty, employees, academia, residents of the DMV area and greater region, the news media, policymakers and other audiences. Members of the Riester Influence team have managed communications and teams in each of these audience disciplines, and are intimately familiar with each audience's needs, desires, strengths, and weaknesses. This knowledge will benefit outcomes produced on behalf of George Mason.

Rooted in strategic media relations, Riester Influence has both the capability and deep experience to prime this effort. The Firm's core offerings are below:



Its subcontractor, RIESTER, founded 34 years ago, is the largest marketing communications agency in the western United States. The firm is considered a leader in public and behavioral change marketing and has been named on Advertising Age's list of "20 Agencies to Watch in America" and Forbes' "Top 100 Global Ad Agencies that Know Social Media and Google."

Together, the team has more than 100 highly-skilled communications professionals, including media relations specialists, messaging experts, marketing specialists, copy writers, graphic designers, audio and video engineers, website designers, researchers, data analysts and trend predictors.

### 3. QUALIFICATIONS AND EXPERIENCE

#### A. BACKGROUND AND COMPANY HISTORY

Arlington-based Riester Influence was founded in 2019 by senior public relations leaders with the goal to bring to the national capital region advanced communications tactics typically reserved for the private-sector.

The company offers traditional, advanced and unexpected communications tactics to assist busy and pressed public-sector communications leaders and departments. Riester Influence has grown rapidly with its unique approach, becoming a trusted communications partner to organizations, each with a need to inform, influence and inspire customers, constituents and communities.

**DEEP EXPERIENCE IN MEDIA RELATIONS.** Riester Influence is owned by partners who actively provide leadership and are involved in daily client service. These partners have led many successful media relations campaigns, served as spokespeople and have led public-sector communications departments.

**MULTICULTURAL COMMUNICATIONS.** The Riester Influence team provides multicultural communications tactics and fluency in English, Spanish, Vietnamese and German, with the ability to expand this list through its partner relationships.

**EXCEPTIONAL BUSINESS MANAGEMENT AND FINANCIAL STABILITY.** The team also boasts exceptional financial stability, evidenced by its Duns & Bradstreet rating. Quality control and client satisfaction are always top priority; the Influence team uses an internal measurement mechanism, Outcome Based Performance Reporting, to ensure the team is meeting and exceeding client goals, responsiveness and timeline of deliverables.



The RIESTER Corporation | Duns: 60-128-8103  
As of October 1, 2023

Score	Class	Nat'l %
<b>1581</b>	<b>1</b>	<b>97%</b>

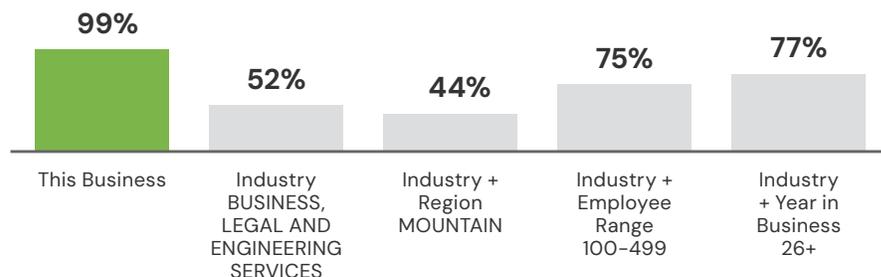
D&B scores indicate RIESTER's payment abilities and financial health. Scores are both historical and predictive.

Low risk of severe financial stress, such as bankruptcy, over the next 12 months.



#### Industry Comparison

The table below displays how RIESTER's Financial Stress Score percentile compares with its industry.



**SOPHISTICATED MEASUREMENT.** RIESTER is a Google Premier Partner, Google’s highest-level of partnership status enjoyed by few marketing firms worldwide. This elite status with Google and YouTube will enable the Riester Influence team to provide the most sophisticated strategic communications and media relations to benefit George Mason.

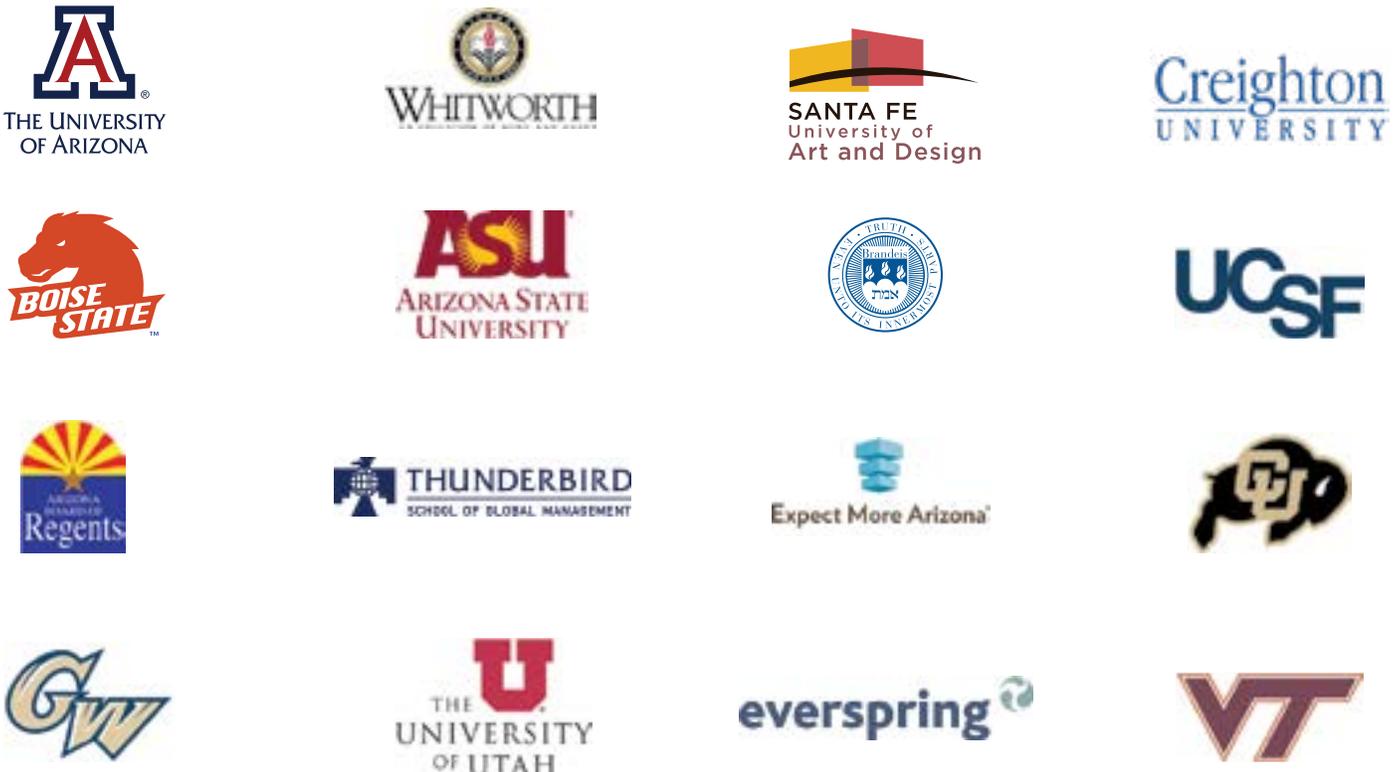
**B. CLIENT LIST, KEY RELATIONSHIPS AND RELEVANT INDUSTRY KNOWLEDGE**

**HIGHER EDUCATION PRACTICE**

The Riester Influence team brings deep experience in higher education, and our principal team members themselves are faculty at various universities, teaching public relations skills to up and coming communicators.

The firm has rapidly become a trusted partner for many high-profile clients, including many higher education institutions. Most recently, the communications team has executed successful communications campaigns and consulted for higher education institutions, such as George Mason University, the University of Arizona, Arizona State University, Boise State University, Boyce College, Creighton University, Southern Seminary and Virginia Tech.

The Riester Influence team has also supported enrollment marketing for over 20 academic institutions throughout the last decade, including George Washington University, University of California San Francisco, USF, Brandeis University, and more through contracts with higher education OPMs such as Kaplan, Laureate, and Everspring. These universities, among others, have turned to the team to build brand affinity and successfully drive highly valuable prospective student traffic, both on a domestic and international scale.



## **RIESTER INFLUENCE TEAM CLIENT ROSTER**

In addition to its higher education practice, a diversified client list has added to the financial stability at Riester Influence. In fact, the team supports clients in multiple major industries beyond higher education, including public health, government services, climate and sustainability, DEI&J (culture and social mobility), financial services, healthcare, home and commercial services, policy and advocacy, retail, science and tech innovation, and tourism and entertainment.

### **NOTABLE CLIENTS INCLUDE:**

- **U.S. Census**
- **USPS Office of the Inspector General**
- **the Association of State and Territorial Health Officials**
- **Public Health Foundation**
- **National Public Health Information Coalition**
- **Association of Community Cancer Centers**
- **National Association of State Treasurers**
- **MidFirst Bank**
- **1st Century Bank**
- **Monifi Bank**
- **Vio Bank**
- **One AZ**
- **Blue Cross of Idaho**
- **EOS Fitness**
- **Global Blood Therapeutics**
- **HonorHealth,**
- **Optum Health**
- **UnitedHealthcare**
- **Pfizer**
- **Los Angeles Zoo**
- **Arizona Opera**
- **Casino Arizona**
- **Park City Chamber Convention & Visitors Bureau**
- **Phoenix Rising FC**
- **Talking Stick Resort**
- **Arizona Department of Health**
- **Arizona Healthcare Cost Containment System**
- **Idaho Department of Health and Wellness**
- **City of Phoenix**
- **City of El Segundo**
- **Citizens Clean Elections Commission**
- **Phoenix Sky Harbor Airport**
- **Truly Nolen**
- **Peter Piper Pizza**
- **Go Green**
- **Green 2.0**

## C. QUALIFICATIONS AND EXPERIENCE OF THE TEAM



### SUMMER STITZ JOHNSON – MANAGING PARTNER & TEAM LEADER



Summer will serve as the lead contract representative for George Mason.

For the last twenty-three years, Summer has served as spokesperson and led strategic communications campaigns for clients, candidates and organizations. She serves as lead communications counsel for public and elected officials, advises high-profile private sector CEOs, and acts as client spokesperson for delicate high-profile issues and crises. Summer directs Riester Influence and its business operations, manages staff, and is involved in the day-to-day operations, leading client service teams.

Summer began her career in local television. She moved to working as a press secretary in statewide public-sector campaigns and then to Washington, D.C. After several years building successful communications operations on Capitol Hill, Summer managed all media communications in the Mid-Atlantic and Northeastern United States for a major political party, serving as spokesperson and working with communications operations in states and counties.

Her career has spanned local and national high-profile media relations and crisis communications, including work on two presidential races. Summer has a journalism degree from the Walter Cronkite School of Journalism and Mass Communication and a Political Science degree from Arizona State University. Her campaigns have won numerous awards, including a PRSA Silver Anvil for Best Public-Sector Campaign.



### ROBERT JOHNSON – PARTNER & STRATEGIC COMMUNICATIONS



For more than forty-three years, Robert Johnson has reported, managed, or campaigned issues on stages of all sizes, working with reporters covering local communities, and national and global issues. As Partner and Strategic Communications Officer of Riester Influence, Robert develops strategies to communicate important information to target audiences, and directs successful campaigns for dozens of clients and public organizations.

Among his career highlights, Robert took the reins of the disorganized public affairs office at the newly formed Transportation Security Administration following the terror attacks of 9/11, turning the organization into an effective messaging operation that accurately and strongly delivered security messages that intelligence resources understood were being viewed by Al-Qaeda terrorists. His performance won him a promotion to head of communications for the U.S. Department of Transportation, and promoted again, to the department's Chief of Staff, with responsibility for daily operations, 60,000 employees, and a \$60 billion annual budget. Robert has extensive crisis and storytelling experience, forged during his time in public sector work, for state departments, for elected and appointed officials, governors,

and members of Congress. He also is credited with helping change policies and the make-up of several local elected bodies through his diligent messaging and audience targeting work.

His media experience includes time spent reporting for national radio networks ABC and Mutual; managing television newsrooms in Denver, Phoenix, and Tucson; and writing for United Press International.

Robert is the winner of several regional Emmy Awards while a television news assignment editor; an Associated Press Managing Editor's Award for coverage of breaking news as a radio journalist; numerous Associated Press statewide awards; several PRSA awards for public relations campaigns; an IABC Gold Quill; and has been named PR Week's 40 under 40; Top 10 Public Communicators by PR Week, and Washington's Top 100 Most Influential by National Journal.

In 2023, his podcasting work was recognized with national award from PRSA, PR Daily and PR News.

Robert also is an Adjunct Professor of Communications at American University in Washington, D.C. where he teaches public relations campaign development. He is frequently invited to speak, lecture, and write on public relations topics, theory, and best practices.

In 2023, he published the book, *"A Communications Playbook for Public Officials: How to Effectively Manage the Message, the Media and Yourself."*



**MIRJA RIESTER – PARTNER**



Mirja supervises research, strategic planning and manages the integration of all services within Riester Influence. Over her 30-plus year career, Mirja has led highly successful behavioral change campaigns, particularly with the higher education populations. Mirja will lead research and development for the team in support of George Mason.

Mirja's experience is international, having worked in Germany, England and France and spans across many categories. She has extensive experience guiding development of successful higher education campaigns for clients including: George Mason University, Thunderbird School of Global Management, The W.P. Carey School of Business at Arizona State University and the Arizona Board of Regents. Mirja earned an MBA from the University of Hamburg.

The American Advertising Federation named Mirja "2016 Ad Person of the Year."



### **CHRISTINA BORREGO – PUBLIC RELATIONS, MULTICULTURAL COMMUNICATIONS**



Christina is a bilingual, senior public relations professional who started her career in internal communications while simultaneously working in a newsroom.

Christina leads media relations and organic social media teams for clients in a wide range of industries. Many media relations and public relations programs led by Christina have received industry awards, including PR Week’s 2019 Best in Public Sector Campaigns for the Citizens Clean Elections Commission. Christina also collaborates closely with Riester Influence’s creative team on multicultural campaigns where her involvement directly attributes to client campaign successes in a variety of verticals, including higher education.

Christina holds a Bachelor of Arts Degree in Communication and a Minor in Business from Arizona State University. She also holds a Master of Science Degree in Psychology with an emphasis in Industrial and Organizational Psychology from Grand Canyon University. She attended the Instituto Tecnológico de Monterrey, where she became proficient in written and spoken Spanish.

Christina is adjunct faculty in the Behavior Sciences Department within the Maricopa Community College District.



### **JANSON SILVERS – BROADCAST PUBLIC RELATIONS, MEDIA BOOKING**



Janson is a former TV news reporter, where he identified, shaped, interviewed, produced and reported his own stories on-air for local TV news stations up and down the mid-Atlantic. For George Mason, he will use these skills daily in broadcast public relations and media booking.

Janson holds a degree in Communications from Western Carolina University with concentrations in Public Relations and Broadcasting.



### **HANNAH WOULFE – PUBLIC RELATIONS**



Hannah is a public relations strategist at Riester Influence, helping clients think outside the box and deliver creative messages directly to intended audiences. Hannah deploys public relations programs and establishes reporting and measurement programs for clients, including stakeholder targeting, community building, social messaging, digital communications, brand journalism, and podcast production, across multiple clients. Hannah will work to secure media placements, and be on the team that consistently tracks engagement and measure success of media placements for George Mason.

Hannah earned dual degrees in Art and Communications at American University in Washington, D.C.



### **SONALI DASHI – MEDIA RELATIONS**



Sonali is a public relations strategist at Riester Influence, a laser-focused pitching machine who works closely daily with journalists and anticipates turns of the news cycle. She places stories in many mainstream publications, such as the Wall Street Journal and the New York Times, and works to identify appropriate reporters, publications and shows for clients' target audiences.

Sonali holds a Bachelor of Arts Degree in Public Relations and Strategic Communications, with a Minor in Sustainability, from American University in Washington, D.C.



### **MAGDALENA RODRIGUEZ – SOCIAL MEDIA COMMUNITY MANAGER**



Magdalena will work to harness performance data and analytical insights to inform creative strategies, thereby fostering meaningful engagement across all social media platforms for George Mason communications programs.

Magdalena's responsibilities encompass the development of a customized social media strategy aligned with overarching objectives, as well as comprehensive end-to-end social media management. This includes community oversight, content generation, and adept copywriting for higher education clients.

Magdalena holds a Bachelor of Arts Degree in Musical Theater, minoring in Dance and Business from the University of Northern Colorado.



### **MONICA JAUREGUI – MEDIA RELATIONS, SOCIAL MEDIA**



Monica started her career while simultaneously completing her college degree, cultivating her relationships with Spanish and English media professionals while working on multicultural campaigns. Monica is a PR Account Executive and Social Media Specialist, and she serves as the journalist point of contact for clients, including those in the higher education vertical.

Monica develops, researches and implements public relations strategies, works to shape stories, develops written content, such as news releases, media advisories, and opeds, and conducts media outreach. She follows every public relations effort start to finish with measurement data, ensuring on-target and successful media outreach campaigns.

Monica holds a Bachelor of Arts Degree in Communication with an emphasis in Public Affairs from the University of La Verne.



**KURT KRAKE – MEASUREMENT**



Kurt currently leads digital marketing strategy and analytics for the Riester Influence higher education team. Kurt has two decades of experience managing digital marketing, web analytics and e-commerce strategy. Kurt's experience with higher education clients is extensive and includes; Arizona State University, George Mason University, Boise State University, Creighton University, Southern Seminary, Boyce College, UCSF, USF, GWU, Brandeis University and more. He currently holds certificates from Google Analytics, Search Ads 360, Google Ads, Mobile Experience and Google My Business.



**TIFFANY SELLWOOD – MEASUREMENT**



Tiffany currently leads the measurement framework of the campaigns, working with Riester Influence's higher education clients to develop KPIs, and configure the necessary tracking to measure campaign results. Tiffany has executed digital media strategy for an OPM to support several online degree programs, and now leads analytics and measurement for the University of Arizona, Boise State University, and Arizona State University's Knowledge Enterprise unit. Tiffany spent three years at Arizona State University's Marketing Hub, where she managed the centralized Google Analytics and social media analytics accounts for the university, and reported brand health and website performance to the university president on a monthly basis.

Tiffany earned a Bachelor of Arts degree in Public Relations and Spanish from Grand Valley State University. She holds current certificates from Google Analytics, Google Ads Measurement, Google Ads, Google Shopping, and DV360 certifications.

## D. CAMPAIGN EXAMPLES

### **CAMPAIGN EXAMPLE 1: Creighton University**

New Campus Competing in a Well-Established Market

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#### **SITUATION**

Creighton's Phoenix Health Sciences campus opened in 2021 as an extension school of the well-known private university in Omaha, Nebraska. The Phoenix campus aims to grow its core degree programs, which include a four-year medical degree; nursing BSN program accelerated, physical therapy, physicians' assistant, occupational therapy and pharmacy.

The Riester team was hired to create a proactive public relations program with the intent of building name recognition in a competitive market, that already had two large, established state universities with longstanding reputations and similar degree programs in health sciences. Equally important for the university is catering to a very important secondary audience, faculty and students.

#### **APPROACH**

The Riester team developed an ongoing publicity program to prioritize and generate storylines that create an opportunity to feature faculty and students. The greatest value is showcasing the people who are trail blazers and on the ground level of this new campus, in a meaningful way, recognizing that unique points of view and "people stories" were a way to differentiate and compete with the other impersonal public universities.

In addition, students and faculty are essential ambassadors to external audiences and the news media. As such, the team knew that as a new campus, a proactive public relations program needed to be mindful of university operations. The team also recognized that it was important to make public relations activities a positive experience for students and for faculty, so that over time they would become public relations 'idea' foot soldiers, providing new storylines and ideas for the newly-established news-making machine. Without a doubt, the RIESTER team feels its public relations work on behalf of Creighton is especially rewarding because of the opportunity to create news for the benefit to the audiences that see it.

#### **BUDGET**

The Riester team's annual budget for proactive media relations is \$50,000.

#### **RESULTS**

The investment in this public relations program has positively caught the attention from university leadership in Omaha. Quantitatively, the Riester team developed 9 original storylines for the editorial calendar over 9 months, placing 16 high-impact stories on television/radio and 49 online and print placements. The total media impressions calculated was more than 92 million. And while the public relations team typically maintains separate measurement comparisons to paid media value, after six months of proactive public relations efforts, out of curiosity the team calculated the AEV (ad equivalent value), finding the effort garnered millions of dollars in ad equivalency.

#### **SAMPLE CREATIVE TACTICS**

The Riester team has unmatched original tactics rooted in creativity and approaches each assignment with the same gusto and vigor, including for the Creighton assignment.

**1. Story Placements.** The team researched timely, interesting topics that guided the **creation of storylines** framed from the point of view of a university faculty member or a student. Some examples follow:

- During the Christmas season, when toys were top of mind, the team proposed a storyline about purchasing toys for toddlers that aided in the development of their fine motor skills and positioned physical therapy faculty and students as creators of a “Top Pick List” for parents.



- Leading up to Super Bowl, a current news cycle topic included concussions among young people, so the team proposed the idea that concussions also happen to older adults, a topic brought to life through a first-person byline penned for a faculty member.

  
**INDEPENDENT**  
Concussion prevention for  
seniors in Sun City West



- During Autism Month, the team showcased the work of students at a local residential facility for young adults from neurodiverse populations.



2. **Successful Byline Articles.** Another original tactic the Riester team implemented for this campaign was the creation of **student and faculty questionnaires** to support the production of byline articles; this led to the team creating many original ideas for **byline articles**. The team has developed original interesting topics for many successfully placed bylines as part of this public relations program, including:

- Health disparities among minority communities affect everyone.

**PHOENIX  
BUSINESS JOURNAL**

## Hassan: Health disparities among minority communities affect everyone

Yezan “iPod” Hassan is a first-year medical student and Arrupe Global Scholar at Creighton University in Phoenix.



- Beware of the dangers of overzealous parents in youth sports.

**OPINIONS**

**Take the Clarity Pledge**

**Dear Opinion**

**Tip-A-Rap**

**Corrections**

**QUEST COMMENTARY**

### Some parents cause harm in youth sports

**By Yezan "iPod" Hassan**

Youth athletes in the U.S. are growing younger and stronger. Many have managed to compete sports across as young as 8. This means that by their teen years some young athletes have already put on hundreds of hours of training and as a result wear down on their growing bodies.

As an incoming graduate of physical therapy at Creighton University, I see my students as people both the physical and psychological effects that sports training programs can have on the youth being of young athletes. I believe it is important for parents of youth athletes to be thoughtful in their decisions to have their child to start in sports.

Parents often do not think about the physical and psychological effects that sports training programs can have on the youth being of young athletes. I believe it is important for parents of youth athletes to be thoughtful in their decisions to have their child to start in sports.

Parents often do not think about the physical and psychological effects that sports training programs can have on the youth being of young athletes. I believe it is important for parents of youth athletes to be thoughtful in their decisions to have their child to start in sports.

- Why young men don't take their health seriously.

**AZBIGMEDIA**

Home / Business News / Why young men don't take their health seriously



Photo by Andrew Prochukoff from Pexels

JUNE 6, 2023 Caleb Krombach

## Why young men don't take their health seriously

Men's health Month and similar awareness campaigns typically place a spotlight on men aged 50 and older, urging them to prioritize their well-being and take better care of themselves. However, as we enter this June, it would be wise for us to realize that young men are the ones who need an extra effort when it comes to health. Allow me to explain why.

One of the most successful was focused on new year's resolutions. In this case, our student had pivoted away from a career as an engineer to pursue medicine. The excerpt below is from the opening of the byline penned by the Riester team, which was picked up repeatedly, the article reaching far and wide. When published, our public relations team then repurposed it to pitch the ABC affiliate. This story alone garnered more than 14 million impressions.

### **My View: Health disparities among minority communities affect us all.**

Volunteering is in fashion around the holidays but many abandon it at year's end. And while it completely upended my professional life, I will owe my future career as a doctor to being a volunteer. Not everyone will change their profession as I did, but the power of volunteering is very real.



**3. Multicultural Communications.** As a multicultural agency that incorporates tactics to achieve success with Spanish language media and media that covers minority communities, earned media programs incorporate media training in Spanish and story ideation relevant to the target community. When Minority Mental Health Awareness month was nearing, the team packaged a storyline about cultural nuances and needs within the Hispanic community as it related to mental health. The team worked one-on-one with Creighton faculty to prepare for an interview in Spanish. This storyline resulted in placements on Telemundo July 27, 2023 and on Horizonte a high-profile Latino public affairs show on PBS, strategically scheduled to air in November, leading up to the holiday season when stress triggers for families run high.



## **CAMPAIGN EXAMPLE 2: Arizona Board of Regents**

### Solutions Through Higher Education Campaign

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#### **SITUATION**

The United States' educational performance is declining in comparison to other industrialized countries around the world, and the country must produce enough educated, highly skilled workers to effectively compete in a future global, knowledge-based economy.

#### **CAMPAIGN OBJECTIVE**

Demonstrate the importance, benefits and value of higher education on the Arizona economy and its impact on the lives of Arizona citizens.

#### **TARGET AUDIENCE**

Arizona residents with a focus on registered voters. Secondary audiences, including the business and philanthropic communities, were targeted as part of the *Solutions Coalition* – more on this public relations tactic below.

#### **SAMPLE CREATIVE TACTICS**

Using bold statistics to demonstrate the performance of the education system, the Riester team and the Arizona Board of Regents were tasked with making Arizona citizens aware of the crucial role of higher education relative to the economic prosperity of the state.

The team approaches each campaign with situational thoughtfulness and develops unique campaign-specific tactics to catch the attention of relevant audiences. For the *Solutions Through Higher Education Campaign*, tactics included the creation of a statewide coalition, a website and a short film, as well as a fact-filled multimedia interactive presentation to provide a comprehensive overview of the crisis:

***The Coalition for Solutions Through Higher Education*** The team created a statewide Coalition consisting of community and business leaders, organizations and concerned citizens sharing the common goal of raising the education level of all Arizonans and promoting higher education.

***HigherEducationSolution.com*** The campaign website highlighted the education crisis, provided citizens an interactive learning tool and most importantly, created an opportunity to get involved. The website created a compilation of a supporters' database called the "Solutions Coalition." Email and text message blasts were used to frequently and inexpensively communicate with the Solutions Coalition, motivating them to take specific action on behalf of the campaign as its Brand Activists™.

***Short Film*** The Film expressed the crisis in the emotional context of American patriotism and appealed to the very core of the American dream. The film was used in a variety of settings to help set the stage for further discussion about the issue and to encourage participation in the Coalition.

***Solutions Presentation and Grassroots Activation*** The dynamic public relations and grassroots tactics motivated the public to increase their commitment to higher education and change the path of our schools, our children and our country.

#### **RESULTS**

The Solutions Through Higher Education campaign successfully impacted citizens and organizations throughout the state; on a grassroots level, within the first six months, more than 125 presentations were given to organizations across the state and more than 5,000 coalition members were recruited. **Most important, The Riester team's Solutions Through Higher Education campaign assisted in obtaining a \$1.2 billion increase in funding for Arizona Universities during the 2008 Arizona Legislative Session.**

**CAMPAIGN EXAMPLE 3: NATIONWIDE VETERINARY PET INSURANCE CO. VPI**

Growing Internal Ambassadors (Employees and Customers) to Increase Media Relations Hits

**SITUATION**

With more than 475,000 policies nationwide, Veterinary Pet Insurance Co. (VPI) was by far the nation’s oldest and largest pet health insurance provider. As such, the Company received about 1 million pet health insurance claims each year. The company tasked the Riester team with increasing public awareness of accidents and health conditons that can occur in many household pets.



**APPROACH**

The team formed a plan with the idea that media relations storylines could be rooted in claims data; inspiration for the approach came from hearing a story from the claims adjusters about a dog that ate a whole hambone, another that ate 15 baby pacifiers and one that ate a toy race car.

Together with the client, the team developed an incentive program to reward VPI claims adjusters for submitting unusual claims stories; cultivating claims adjusters to be story-spotters would help the PR team spot unique, humorous or unusual claims. The response from the claims department far exceeded the PR team’s expectations.



The Riester team and the client created a campaign to appeal to all pet owners and pet lovers, regardless of if they had pet insurance policies or not, and designed around giving an award for the most unusual incident (where the pet completely recovered and was healthy).

At its launch, nominees for the VPI Hambone Award were introduced to the media through monthly news releases to generate regional coverage about pet health insurance. The Riester team worked with the customer (policyholder) to distribute the story to their local media. The stories were featured in local media outlets



and resulted in a pickup of sales calls or web visits from pet owners in the nominee's area. As the campaign and its popularity grew with the media, and the public, the Riester team created a separate website to feature nominee stories, enable public voting at the end of the year, and direct people to a place where they could find more information about pet health insurance.

The website became the online destination for all information pertaining to off-the-wall pet claims stories and the award and invited the public to vote on the eventual winner.

On social media channels, the team worked with the client to shape stories, generate posts, and target relevant individuals and groups with the information and grow a community, on Twitter and Facebook. All directing pet lovers to vote for the award, **and collecting potential customer information along the way.**

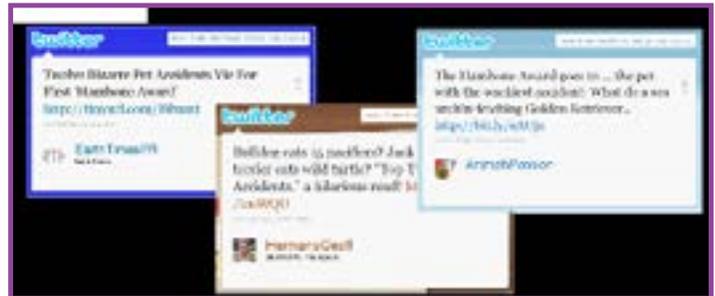
The client was able to present a bronze trophy, in the shape of a hambone, to its customer/ policyholder who won the public vote.

**BUDGET**

Annual budget was \$120,000.

**RESULTS**

The VPI Hambone Award tactic grew the client's visibility, the program receiving thousands of votes, and one year 14,000 absolute unique visitors to the website, 62,000 followers on Twitter receiving the message and 1,200 opt-in subscribers for e-mail communication. Almost every single news release/ media pitch effort introducing a monthly unusual claims story garnered regional coverage, drawing attention to the benefits of pet health insurance.



Nationally, the program resulted in more than 12 million positive media impressions in one year, and was featured in outlets such as *The Rachael Ray Show*, *The St. Louis Post-Dispatch*, AOL, *The Orange County Register*, *The Oregonian*, *The Boston Globe*, *The Orlando Sentinel*, *The Baltimore Sun*, *The Denver Post*, USA Today.com, ABC News.com, *The Tampa Tribune*, *The Arizona Republic* and *The Sacramento Bee*.



## E. REFERENCES

### FRED DUVAL

Current Chairman,

#### Arizona Board of Regents

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### MR. JOHN DENKER

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Current Chief Marketing and Communications Officer

#### University of Missouri

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Dates of Service: 2019 to present

### JANE ESWORTHY

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Dates of Service: 2019 to present

## 4. SPECIFIC PLAN/METHODOLOGY

### 1. COMMUNICATIONS CAMPAIGN STRATEGIES AND DEVELOPMENT.

Riester Influence public relations professionals approach each assignment with vigor and eye on the desired results, plus cohesion with marketing messaging and tactics. This strategic process informs every aspect of the campaign, from assessment through development, execution, and measurement of its effectiveness.

Upon our engagement, the team will work with the OUB client contacts to schedule a project kick-off meeting to examine George Mason's communications objectives, needs and challenges to formulate a strategy that will include messaging, a communications plan, timeline and finally, specific tactical recommendations.

The Riester Influence team will be prepared to discuss all issues outlined in the scope, along with the following items important to the success of a media strategy. This is likely not an all-inclusive list. Other information will be requested as gaps in knowledge are identified that may include:

1. George Mason's Communications goals and desired objectives of the upcoming year.
2. Concerns, opportunities, successes and challenges of current messaging and current communications program.
3. Current strategic communications and marketing plans, including deadlines and planned activities, such as recruiting initiatives, campus events, and individual college initiatives and research.
- 4..Current speaking schedule and desired outcomes for Mason Leadership.
6. Data from recent communications audits.

The Riester Influence public relations team will use information gathered to inform a comprehensive media relations strategy to to increase media coverage and third-party endorsements, and present the media strategy to George Mason's communications contacts for approval.

### THE STRATEGY WILL:

1. Ensure messaging is consistently delivered to appropriate audiences.
2. Recommend additional audience targets where needed.
3. Propose any necessary refinements to communications goals, to maximize connections with University business development goals and drive strategic and tactical recommendations.
4. Review current strategies against goals and propose adjustments as needed.
5. Test tactical approaches to confirm the ability of work to deliver results and propose new tactics where needed.
6. Review tools and offer recommendations for new tools where improvements are possible.
7. Confirm any approaches that are successful and suggest ways to enhance their contribution to the plan.

## 2. ESTABLISHING A PROCESS FOR INFORMATION GATHERING AND STORY DEVELOPMENT.

The Riester Influence team boasts senior, highly-skilled and experienced public relations professionals who have worked in and with newsrooms for decades. The team's media relations knowledge is unmatched, as its principles not only work with journalists daily, but are themselves faculty at various universities that teach public relations skills to up and coming communicators.

**Get the news machine rolling.** Our proprietary approach to assisting clients in indentifying and shaping stories to garner the interest of targeted reporters is rooted within this experience as working journalists. We will work alongside of the OUB Communications team to **quickly develop George Mason's own internal newsroom**, harnessing the content George Mason is already generating, and going a step further, to identify and vet potential stories, and then package them to distribute the appropriate, established messaging to targeted audiences.

Daily, the team will be churning out George Mason stories and messages for inclusion in your various channels and pitching those to various media outlets. Riester Influence has developed a process to stand up internal newsrooms, based on our decades of experience with pressed organizations and universities that have large needs when it comes to externally and internally distributing their messages. **Our team will help maximize your existing communications framework and design a rapid-response news infrastructure to amplify and increase your impact.**

Riester Influence will work closely with the OUB Media Relations Manager, and other client contacts as desired, to develop an editorial calendar for messaging and key news-making opportunities. Often, clients are surprised by the way employees have agency and eventually get involved in this process, thinking like journalists and identifying story lines to tell, ultimately creating a robust set of stories to share. Riester Influence media relations specialists will then work to constantly pitch these stories to target reporters.

In addition to the planned stories on the editorial calendar, every day the Riester Influence team will be canvassing the media, identifying - and generating - opportunities to insert George Mason as the authority on issues in the conversation, a tactic the team calls news-jacking.

## 3. PROTOCOL AND APPROVALS PROCESS DEVELOPMENT AND ENGAGEMENT.

Critically important to a successful partnership on this mission is timely and regular communication, alongside the establishment of clear lines of authority and communication between George Mason and its contractor. At the outset of the relationship, together with the George Mason staff leading the contract, the team will determine a regular meeting schedule, to include deep dive and research working meetings, in addition to weekly status meetings and daily contact with George Mason's communications staff. Riester Influence's goal is always for George Mason to feel as if it has grown its communications staff, with the same 24/7 availability and enthusiasm for your mission objectives as George Mason staff.

## QUALITY CONTROL AND APPROVAL PROCESS

The Team Lead, Riester Influence Partner and long-time media relations professional, Summer Johnson, will be the point of contact for George Mason staff and serve as project manager for Riester Influence. Riester Influence team members who perform media relations outreach, broadcast booking, social media content creation, conduct news media conversation analysis and measurement report directly to the Team Lead regarding deliverables for this contract. George Mason can be assured that the work will always be performed and overseen by Riester Influence's senior public relations strategists.

The Riester Influence team follows a comprehensive quality control protocol ensuring accuracy and timely delivery of materials, including:

1. **Proofing System:** A two-person proofing process is in place to eliminate mistakes.
2. **Client Sign-off:** Riester Influence's policy is clear and uncompromising: no actions (e.g. journalist pitches, new storyline development and outreach), will be undertaken without George Mason staff approval.

Further, Summer will be solely responsible for contract performance and will take any steps identified by Riester Influence's internal performance improvement review or needed George Mason to ensure superior contract performance.

Riester Influence will focus on performance improvement immediately upon contract award, employing its performance measurement protocol to ensure the team is meeting and exceeding George Mason's identified objectives. Riester Influence's measurement mechanism, **Outcome Based Performance Reporting**, will be conducted quarterly with George Mason staff to ensure satisfaction with the work, customer service, responsiveness and meeting the timeline of deliverables.

## 4. KEY MESSAGE DEVELOPMENT

The team's work plan begins with an onboarding session with the client, mentioned above, and a thorough review of all available research. This information from this meeting, paired with this team's background in higher education campaigns, provides the foundation for specific project implementation plans, campaign strategy and key messaging.

From there, the firm takes a thoughtful and methodical approach in developing a public relations plan founded in a "message playbook" which leads to actionable daily activities. This starts with collaborative message assessment and development, documenting and prioritizing audiences, agreeing to the optimal communication channel for each, committing to a proactive cadence of activity, practicing message discipline and pivoting when opportunities or crises arise.

<b>MESSAGE</b>	Asses priority message theme and practice discipline
<b>AUDIENCE</b>	Aspire to create community for this cause
<b>CADENCE</b>	Commit to an integrated plan and timeline
<b>INTEGRATION</b>	Activate media relations, social media, grassrrots partnerships and events cohesively
<b>MEASUREMENT</b>	Asses outputs and outcomes of each activity

## 5. WRITTEN AND VIDEO COMMUNICATIONS

The Riester Influence team's public relations specialists who have been selected to work on the George Mason team have extensive backgrounds as working journalists, messaging experts, copy writers and editors, and broadcast and print media writers. They bring this experience to ensure high-quality, on-message written and video communications and will bring these battle-tested skills to any assignment from George Mason.

Every day, the team produces thoughtful and timely pieces for external consumption and distribution, such as statements, news releases, media advisories, opeds, social media content, media kits, social media toolkits, stories, sponsored content, fact sheets and one-sheets, Q&A, reports and analysis, presentations, and educational guides, tools and templates. Samples of these are included.

The team also produces daily items to brief and prepare executives for news media interviews, in the form of media backgrounders, talking points and crisis communications guides and educational guides. Samples of these are included. In addition, daily, the Riester Influence team's copy writers and public relations specialists produce video scripts and audio scripts for various client projects and digital campaigns.

The Riester Influence team's strategic approach to George Mason's assignment is unique, in that it is data-centric, with meticulous attention to detail in terms of SEO, the correct utilization of key search terms, message alignment, and the inclusion of backlinks—all meticulously aligned with the communications goals.

## 6. MEDIA TRAINING FOR GEORGE MASON HIGH-PROFILE EXECUTIVES AND SELECTED TOPIC EXPERTS

Riester Influence's senior team has decades of experience behind and in front of the camera as journalists and as spokespeople: from the highest levels of national broadcast television to national print publication and specialized industry publications.

The team has harnessed that experience to develop a proprietary approach to media training called RespondREADY™. This process is different from other agencies' media training sessions, as the Riester Influence senior team teaches officials how to prepare for any media interaction by empowering them to take control of the interview and story process. The team conducts RespondREADY™ in both large-groups and one-on-one. RespondREADY™ process has received fantastic and eager reviews from top public officials, and is the method the team will employ to prepare George Mason executives and any subject matter expert selected for interviews.

### **Work Sample: On the Record, Off the Record: Media Training for Public Officials**

Riester Influence has a current client that represents public officials serving all 50 states and U.S. territories and employing over 100,000 agency staff. These incoming officials and their teams needed training and resources to become media savvy.

Riester Influence used its proprietary RespondREADY™ media training approach and created an individualized media training experience for newly-appointed government officials. On behalf of the client, the team defined a platform and created tools for their members (government officials) to build successful media relationships and maintain control of their message. In addition, Riester Influence developed state-by-state specific strategies to engage the news media and worked over the course of several days to give them hands-on experience and media training.

The immersive training included situational learning on how to deal with reporters, and defusing highly-charged situations and how to manage a live media audience. The team also educated staff how to anticipate conflicts and empower them to manage a situation or a crisis experience.

In response to a client-administered post-training survey, 93.3% of attendees said they intended to apply information learned from the training session. All attendees (100%) said they found the workshop "valuable for my work."

## **7. EXECUTIVE INTERVIEW RECOMMENDATIONS AND RELATIONSHIP BUILDING**

The Riester Influence team will work to understand where current relationships lie, then identify the most appropriate and high-value contacts to initiate relationships for George Mason officials. The team will **initiate, develop and strengthen reporter, editor, booker and influencer relationships for George Mason leadership and executives, with the goal of being top of mind and in their rolodex** for coverage. Years of managing reputations for political and appointed officials and high-level executives has led to the shaping of this team's tested and proven approach to growing organizational thought leadership through its managed executive communications.

## **8. DISTRIBUTION PLANNING, PRESS LIST DEVELOPMENT AND MAINTENANCE.**

Riester Influence's distribution planning process is thorough and precise. For each George Mason assignment, the team will tailor the distribution plan to its specific needs and goals, taking into consideration target audience demographics, geographic reach, and media outlets, to ensure that each message reaches the right people at the right time via the right channel. This meticulous approach to distribution planning and press list curation ensures that each George Mason campaign benefits from a targeted and efficient outreach strategy.

**Journalist Vetting and Intelligence Gathering.** The public relations professionals chosen to work on the George Mason team maintain daily contact with reporters across various industries, mediums and markets. Riester Influence's lists and journalist, booker, editor, blogger and influencer contacts have been built through years of consistent and solid media relations work. This team knows when reporters change publications or beats, because they work with them closely. The team also maintains consistent news monitoring to ensure they are up-to-date when journalists move. This allows the Riester Influence team to consistently update our contacts, strategy, client-specific media lists, and approaches, suggesting new demographics and outreach verticals when appropriate. Riester Influence also maintains top industry media contact databases.

## **9. COLLABORATION WITH OTHER OUB TEAMS ON CROSS-PLATFORM ENGAGEMENT**

Every day, Riester Influence's public relations professionals work in tandem with creative and media teams to execute successful integrative campaigns that span other creative channels, such as digital, OOH, and television and radio.

The Riester team anticipates working seamlessly with George Mason's marketing communications professionals across colleges, other OUB teams, and any other consultants as necessary to ensure a completely cohesive media relations campaign that amplifies and unifies – not contradicts – George Mason's messaging efforts on all channels.

As the team builds George Mason's internal newsroom, it will look to create storylines that don't stop with earned media placement, but can be repurposed as content on other platforms, such as social media, email newsletters, the George Mason website, text blasts, internal video channels, and more. The team also anticipates working across multiple OUB teams to identify relevant storylines. In addition, the team will also actively collaborate with editors and journalists to embed backlinks in placed stories for George Mason, to drive engagement to the relevant web pages and programs for George Mason.

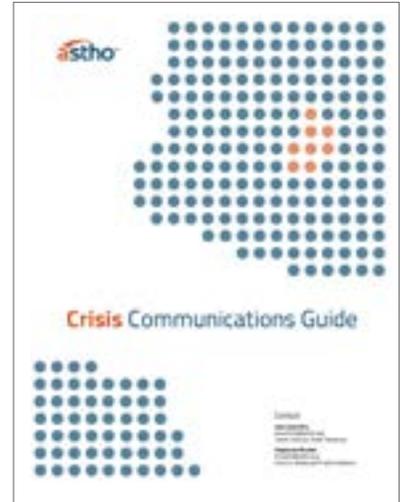
## 10. CRISIS COMMUNICATIONS STRATEGY AND SUPPORT

As former public–sector communications spokespeople who have managed and messaged the largest crises of the day from the highest posts, including terrorism, airplane crashes, infrastructure collapses, war, Congressional spending, court rulings and political crises, this team is unmatched in crisis communications.

The Riester Influence team is frequently called upon to lead crisis efforts and is qualified and ready to assist George Mason in crisis preparation and crisis communications, should a situation arise.

In fact, Robert Johnson, Riester Influence partner and senior team member for the George Mason account team, is the published author of a crisis communications book: *A Communications Playbook for Public Officials: How to Effectively Manage the Message, the Media, and Yourself*. The book was released this spring, and sold out on Amazon within two days. View the book [here](#).

Senior leaders of the team are frequently asked to teach other communicators how to prepare for crises, and audit and consult high–profile organizations on their crisis communications plans. As an example, Riester Influence was tasked by its current client, to develop its Crisis Communications Guide, for the organization to distribute to its 59 state and territorial health departments. You can see that guide and our recommendations [here](#).



## 11. ON–SITE STAFFING FOR HIGH–PROFILE EVENTS OR CRISIS MANAGEMENT

The Riester Influence office, the George Mason Team Lead, senior crisis communications leaders and other full–time media relations staff, are just down the road in Northern Virginia, and available to be quickly on–site for any in–person meeting, need, or event that would attract the attention of members of the media.

Further, the communications leaders on the team have **successfully managed large, contentious press gaggles, large–scale events, news conferences and crises of all sizes in the DMV area**, and in every single media market in the country; team members have even been bopped in the nose by too–close cameras. The team’s senior leaders have developed a battle–tested and proven protocol for handling groups of reporters in delicate situations that would be employed on behalf of George Mason, should the situation arise. The Riester Influence team’s aim is for George Mason communications staff to feel like it has a reliable extension of its staff, and can be called upon at any time.

## 12. HANDLING MEDIA INQUIRIES

While the Riester Influence team excels at designing and executing proactive media relations plans to meet the communications objectives of its clients, the team’s approach toward incoming media inquiries is similar: **use every possible appropriate opportunity to inject George Mason messaging into a story.**

As an extension of George Mason’s media relations staff, and working closely with the OUB Media Relations Manager, Riester Influence is able to receive and tightly manage any incoming media inquiries, vet the requests appropriately, and ensure the right messaging. From there, the team will work with George Mason OUB Media Relations Manager to identify and fully prepare the appropriate spokespeople, write talking and staff interviews, and fully manage the process with the journalist from inquiry to publication.

## 13. PROACTIVELY IDENTIFY AND PITCH JOURNALISTS FOR STORIES.

Riester Influence considers strategic media relations a core competency. The highly–skilled media relations team approaches earned media programs thoughtfully, using decades of experience in working with members of the news media, community members and program partners. The team is committed to developing public relations plans and earned media programs that serve as a positive tenet to brand strategy.

Riester Influence has a robust track record of:

**identifying and shaping storylines, engaging journalists, prepping spokespersons, developing talking points, staffing interviews, conducting followup** and managing a smooth process all the way to publication, working with journalists at news outlets of all kinds, from broadcast, print and online, in a multitude of media markets across the country.

Further, a key differentiator with the way the team approaches public relations is in its calculated, consistent measurement of the effectiveness of media relations outcomes.

**The team evaluates and measures earned media on the following KPIs, and will use these to measure public relations efforts on behalf of George Mason, in addition to other KPIs determined with George Mason:**

- Placement quality: The story ran in targeted news media markets to get in front of key audience groups. These targets are determined with the client ahead of time and informed by the outlets that are most beneficial to the campaign.
- Backlinks and leads: The story included hyperlinks to the target website and generated engagement that supported a lead and information transaction.
- Key messages accuracy: The story included the core messages determined as a priority at the start of the campaign or outreach
- Tone: The story communicated the client’s program in a positive or neutral tone.
- Impressions: The story supported human engagement.

#### **14. WEEKLY CALLS, FOLLOW-UP REPORTS AND PROGRESS TRACKING**

Riester Influence considers **transparency, accountability, and open communication the foundation to every successful client relationship**. Therefore, the team establishes real-time tracking of projects, deadlines, editorial calendar, pitches and news-making opportunities through custom dashboards and/or shared project tracking documents that can be easily accessed by George Mason staff at any time.

Riester Influence will work with the OUB Media Relations Manager and other George Mason staff, as desired, to establish regular weekly status meetings, where overall status of the project can be shared, discussed and revised as needed. Further, Riester Influence team will engage with client contacts daily as needed to ensure deliverables and due dates are met, and challenges or successes are surfaced as they occur. In addition to weekly update meetings, Riester Influence will produce a weekly status report as a record of progress on deliverables, and the team will track and produce reports on individual projects or campaigns as warranted.

## 5. PROPOSED PRICING:

According to the deliverables and desired pricing structure outlined by George Mason in the RFP, Riester Influence uses the following price structure for this proposal:

- A. Firm-fixed Price (FFP)** for monthly, ongoing strategic communications and media relations support to the Office of University Branding. FFP is determined with estimated hours, at a discounted and blended rate of \$182.50 per hour, taken from the hourly rates of personnel in Table One below.
- B. Actual staff labor-hours** spent for communications-related services on an as-needed or per campaign basis. These will be billed at the actual hourly rate of the staff person completing the work.
- C. Cost-Only for Travel.** Riester Influence is within a 50-mile radius of all of George Mason facilities; therefore, it is anticipated that any outside travel costs will be minimal.

Any further travel costs outside of the DMV to satisfy needs as requested by George Mason will be approved in advance by the client, and Riester Influence will bill at-cost for expenses incurred, according to George Mason travel policies.

Riester Influence fully burdened hourly rates include a fringe rate of 17.3% and an indirect rate of 24%.

Riester Influence uses the following hourly rate card, broken down by personnel:

<b>TABLE ONE – RIESTER INFLUENCE HOURLY RATE CARD</b>	
PRINCIPAL CONSULTANT	<b>\$285</b>
ACCOUNT SUPERVISOR	<b>\$145</b>
SENIOR ACCOUNT EXECUTIVE	<b>\$115</b>
BUSINESS ADMINISTRATION	<b>\$115</b>
ACCOUNT EXECUTIVE	<b>\$105</b>
PUBLIC RELATIONS COORDINATOR	<b>\$85</b>
SOCIAL MEDIA DESIGNER	<b>\$80</b>

DELIVERABLE NUMBER/ REFERENCE SOW SECTION	DESCRIPTION	LABOR HOURS	HARD COSTS	TOTAL COSTS
4(1)	Communications campaign strategies and development	50	N/A	
4(4)	Key Message Development	10		
4(2)	Establishing a process for information gathering and story development	19		
4(3)	Establish Protocol and Approvals Process.	1		
	<p><b>Monthly Public Relations Support:</b></p> <p>4(5) Develop written communications products (video scripts, news releases, opeds, articles, talking points, media backgrounders, pitches, speeches, etc)</p> <p>4(6) Media Training for Mason High-Profile Executives and Selected Topic Experts</p> <p>4(7) Develop Executive Interview Recommendations and Relationship Building</p> <p>4(8) Conduct distribution Planning, Press List Development and Maintenance</p> <p>4(9) Collaboration with other OUB teams on cross-platform engagement</p> <p>4(10) Crisis Communications Strategy and Support</p> <p>4(11) Provide on-Site Staffing for High-Profile Events or Crisis Management</p> <p>4(12) Handle Media Inquiries</p> <p>4(13) Proactively Identify and Pitch Journalists for Stories</p>		N/A	

DELIVERABLE NUMBER/ REFERENCE SOW SECTION	DESCRIPTION	LABOR HOURS	HARD COSTS	TOTAL COSTS
4(14)	Conduct Weekly Calls, Develop Follow-Up Reports and Track Progress:		N/A	
	Calls and Reporting	8		
	Tracking, Analysis and Measurement	6		
	Additional Communications Support Upon George Mason OUB request.		N/A	
	<p style="text-align: center;"><b>Travel</b></p> <p style="text-align: center;">Riester Influence is based in Arlington, Virginia.</p> <p>Any travel outside the National Capital Region, requested by George Mason, will be estimated and provided to client in advance of travel date, and in accordance with George Mason travel policies.</p>		As desired and approved by client	
4(5) - 4(13)	<b>Total:</b> Monthly Strategic Communications Support (Firm-Fixed Price)	<b>103 hours/ monthly</b> <b>1,236 hours/ annual</b>	<b>\$18,797.50</b> <b>\$225,570</b>	
4(1) 4(2) 4(4)	<p style="text-align: center;"><b>Total:</b></p> <p style="text-align: center;">Initial Communications Strategy Development, Key Message Development, Establishment of a News Gathering Process,</p>		<b>70 hours \$12,775</b> (distributed over 12 months)	
	<b>FIRM-FIXED PRICE TOTAL FEES- 1ST YEAR</b>		<b>\$238,345</b>	
	<b>MONTHLY INVESTMENT</b>		<b>\$19,862</b>	

## 6. ADDITIONAL QUESTIONS

### A. ARE YOU AND/OR YOUR SUBCONTRACTOR CURRENTLY INVOLVED IN LITIGATION WITH ANY PARTY?

Riester Influence, nor its subcontractor, is not 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.

There has not been any investigation or action from any state, local, federal or any regulatory body related to Riester Influence 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.

There are no lawsuits that involve Riester Influence or its 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.

No, the firm's legal name has not changed in the last ten (10) years.

## 7. ADDITIONAL MATERIAL: WORK SAMPLES

### Sample Written Communications: Oped

#### Trends in the C-Suite:

#### Sharp Employers Changing Employee Health Benefits, Resulting in Better Bottom Line

This will strike fear in the hearts of most business owners: The gold standard plan with a familiar insurance company logo on the ID card, likely pushed by your company's Human Resources department as the industry benchmark, may be bankrupting your workers and their families and making them sick.

The Kaiser Family Foundation conducts a survey of employers and their health benefits every year, and the trends revealed by the survey are alarming: Premiums, deductibles and services are increasing significantly and becoming unaffordable; the average cost of a health insurance policy for a family of four is well over \$20,000 and increasing every year by far more than the historic rate of inflation. Families pay almost a third of that sum, and those covered by small businesses pay an even higher share. And that's just for some coverage. If you have to use it, those costs are rising, too. [Deductibles have increased 68% in the past decade](#), with half of workers at small companies and a third of all workers having deductibles greater than \$2,000.

Chronic underinsurance - defined as insurance coverage that does not protect a patient from catastrophic financial impact of medical costs - is an epidemic among Americans who get their insurance at work. When patients can't afford their care, they delay it or go without, and [studies have shown that it's the sickest patients who are, counterintuitively, more likely to do so](#). Your colleagues with chronic conditions, or those with a chronically ill child or spouse, are suffering the most from underinsurance.

For decades, policy wonks have been fighting over how to lower health care costs for patients. In the Washington, DC area, where I live, every problem is treated as a government problem needing a government solution. Both Republicans and Democrats have traditionally ignored employer-sponsored health care, which was thought to be the gold standard that takes the affordability problem off the table. The truth is just the opposite.

[Roughly six in ten Americans - 198 million of them - live with chronic disease, and forty percent have two or more chronic conditions, according to the CDC](#). This means it's likely you have employees with chronic disease or who are supporting someone in their family who deals daily with their healthcare and the debilitating costs of it. I lead Patients Rising, a nationwide grassroots organization of patients with chronic or life-threatening conditions. We advocate on Capitol Hill and in state capitals across the country for increased access and affordability in health care, and much of that policy is traditionally focused on government programs. However, most of our members with chronic disease are covered by employer-sponsored insurance, and they struggle mightily to obtain the treatments they need at an out-of-pocket cost that they can afford.

For most employers, health care costs are the top expense after payroll, but unlike other expenses, it can feel as if we are powerless to manage the cost or quality of the employee health benefits we offer.

I've found that most business owners truly care about the needs of their employees, and they don't need to be told that their health plans have become stingier over time. They know that the rising costs of insurance are undermining their ability to pay higher wages, offer bonuses, or invest in their company's people and growth.

A small but growing number of employers have started to explore more innovative options to provide health care for their workforce. More are moving toward a model where they pay their own medical bills rather than just shifting risk to an insurance carrier. While most large companies have had this sort of arrangement (though without taking advantage of the reform potential it offers), the real surprise is that [smaller firms are also taking advantage of this type of model - due to creative financing options that are now offered in that market](#). This approach, where the insurance carrier is only used for some administrative services, if at all, rather than running the entire plan, allows for employers to take back control of their health care spend.

The business leaders of 2022 are upstarts and innovators who are critically examining and upending traditional corporate America rules to implement new policies that treat employees more humanely: implementing new DEI efforts, changing office spaces and teleworking benefits and the 40-hour work week, for example. These leaders are also realigning priorities in their health plan away from price-gouging and profiteering, and are instead promoting highest-value care at low or no cost for their workers. The secret superpower of health care is that better benefits are the only way for employers to lower costs. By cutting out the usual middle-men in the supply chain - big carriers, big brokerage firms, and drug middlemen known as pharmaceutical benefit managers - a partnership has emerged between employers and their workers that is setting a new standard.

For one benefits advisor I spoke with, changing their plan meant that an employee was able to obtain a free critical medication for a child with Cystic Fibrosis, one that cost their family thousands of dollars due to the aforementioned bloated healthcare supply chain, plus two days off work every month just to deal with the insurers and financial aid groups. For another, they were able to take a high \$5,000 deductible plan to zero for their employees. And another employer saved 27% on the plan's per-member-per-month costs in the first year, prescription drug solutions implemented in the second year reduced their pharmacy spend by 22%. Overall, the transformation of the company's health plan saved them \$750,000 over three years.

Sure, employees win with higher-quality and considerably more affordable healthcare, but perhaps most surprising of all, their employers save double digits on their health care spend, year over year. Thoughtful, compassionate and astute modern business leaders have absolutely reversed a broken process that has been stealing the American Dream from Main Street businesses and the working class. They've rebuilt solidarity between management and labor.

Terry Wilcox is the executive director of Patients Rising.

Sample Written Communications: News Release

Contact: Summer Johnson  
[sjohnson@riestatinfluence.com](mailto:sjohnson@riestatinfluence.com)

## 28 PATIENTS WITH CHRONIC DISEASE ON CAPITOL HILL TO APPEAL FOR ACCESS TO AFFORDABLE CARE

WASHINGTON, DC — Patients with chronic and rare diseases, and those caring for them, are meeting today with members of Congress as part of the first-ever Patients Rising NOW Patient Advocacy Day. The patients and caregivers, representing every region of the country, are sharing their stories with lawmakers and asking for support on legislative action that would improve patient access to benefits and more affordable care.

The patients aim to give their perspective on bills currently facing lawmakers, including:

- An improvement to step therapy policies by ensuring safe and timely access to needed treatments (**H.R. 2163/S. 464: Safe Step Act of 2021**);
- Inclusion of patient input for FDA consideration of new drugs (**H.R. 4472/S. 373, The BENEFIT Act of 2021**);
- Protection from unnecessary delays in care by streamlining and standardizing the prior authorization in the MA program (**H.R. 3173: Improving Seniors' Timely Access to Care Act of 2021**); and
- Protection of the **Accelerated Approval Pathway by the FDA**, rejecting policy recommendations by the Medicaid and CHIP Payment and Access Commission (MACPAC) that would undermine the intent of the accelerated approval pathway for the patients who need those treatments quickly.

"Following a global pandemic that exposed every shortcoming of our healthcare system, lawmakers have a huge task ahead on healthcare reform," said Terry Wilcox, Executive Director of Patients Rising NOW. "There couldn't be a more critical time for the 144 million Americans living with chronic disease to tell their story, so they can be part of the decision-making process that will impact them every single day."

Patients Rising helps patients with chronic conditions learn to advocate for themselves during the legislative process through [Patients Rising University](#).

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Patients Rising

Patients Rising is a 100,000 member-organization of patients and caregivers living with chronic illness. The Washington D.C.-based non-profit works with patients to advocate for access to the

treatments, innovations and care they need. Patient programs and initiatives include Patients Rising Concierge, Patients Rising University, Voices of Value, and Patients Rising NOW. Programming efforts focus on educating patients about the legislative process and empowering them to advocate for reforms to advance patient access, affordability, and transparency in healthcare.

Sample Written Communications: News Release

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**Association of Community Cancer Centers  
Launches Precision Medicine Resource Library**

*New Tools Available to Cancer Care Teams to Overcome Barriers in Precision Oncology*

**Rockville, MD**—As part of its ongoing [Precision Medicine Campaign](#), the Association of Community Cancer Centers (ACCC) today announced the launch of the [ACCC Precision Medicine Library](#).

Complex barriers continue to hinder the uptake in biomarker testing and precision medicine, and the resource library provides cancer care teams with tangible and clear tools to improve care delivery and patient outcomes. The curation of library resources was guided by cancer care experts through the ACCC Educational Advisory Committee, with the goal to meet the needs of all members of the multidisciplinary care team, including oncologists, nurse navigators, pathologists, and more. [The library](#) offers digital tools, including a biomarker lexicon, toolkits, and on-demand learning through audio and [video podcasts](#) and webinars.

“The operational, financial, and educational barriers to precision medicine have prevented cancer care teams and patients from seeing the potentially revolutionary impacts of personalized care. After understanding the challenges, ACCC has transitioned to developing tangible solutions. These tools are designed for all members of the multidisciplinary team to help them make confident, informed decisions in their precision medicine programs,” said ACCC President Krista Nelson, MSW, LCSW, OSW-C, FAOSW.

The library resources also include abstracts and publications to aid cancer care professionals in understanding the fundamentals of precision medicine. Care providers can also receive up to 4.5 hours of CME/CMLE credit through the Optimizing Advanced NSCLC Biomarker Testing, Treatment, and Management Virtual Summit. The training, developed in partnership between ACCC and the American Society for Clinical Pathology, will teach oncology providers how to optimize diagnosis and care for patients with advanced NSCLC.

The ACCC Precision Medicine Library is available [here](#).

-more-

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[About ACCC](#)

The Association of Community Cancer Centers (ACCC) is the leading education and advocacy organization for the cancer care community. Founded in 1974, ACCC is a powerful network of 28,000 multidisciplinary practitioners from 2,100 hospitals and practices nationwide. As advances in cancer screening and diagnosis, treatment options, and care delivery models continue to evolve - so has ACCC - adapting its resources to meet the changing needs of the entire oncology care team. For more information, visit [acc-cancer.org](http://acc-cancer.org). Follow us on social media; read our blog, **ACCCBuzz**; tune in to our **CANCER BUZZ** podcast; and view our **CANCER BUZZ TV** channel.

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### Sample Audio Script

Podcast: Public Health Review Morning Edition 10/16/23

Riester Influence

#### **MUSIC UP FULL... THEN DUCK UNDER:**

This is the award-winning Public Health Review Morning Edition for ... Monday, October 16th, 2023. I'm Robert Johnson. Now... today's news from the Association of State and Territorial Health Officials....

*BITE 1: We need to show that data is a shared asset to protect this country.*

**STORY 1:** CDC Director Dr. Mandy Cohen urging public health jurisdictions... including her own agency... to do what they can to improve the sharing of de-identified data.

*BITE 2: we do need a bit of a mind shift around data. Because I know there's a lot of folks that this is you operate and work very hard to collect data so that we can have that visibility to understand health threats. But we have to move away from a this data is mine. mindset.*

Cohen calls data the "oxygen that powers" public health.

*BITE 3: We need data to flow quickly between public health and healthcare between states and CDC. And so that is the thing I think we need to focus on as we are building this infrastructure. And again, it is the thing that powers us to be that integrated system that we need to be to protect health.*

Dr. Cohen discusses her priorities... the current respiratory virus season... and more... in a conversation available only on this newscast. Listen to the expanded conversation tomorrow at 5 a.m. eastern time.

#### **MUSIC BUMP HERE**

**STORY 2:** Wisconsin is working to align its government agencies on a strategy to improve children's mental health... with a current focus on the well-being of girls in the state. This is Linda Hall... director of the Wisconsin Office of Children's Mental Health.

*BITE 1: What we are doing is putting out information, raising awareness about this particular aspect of children's mental health.*

Hall says her agency has created fact sheets and other materials to raise awareness and foster action on this and related concerns.

*BITE 2: we think about it not just [00:03:10] from individuals, but we think about, um, you know, what can youth themselves do, what can parents do, what can schools and communities do, and what can [00:03:20] policymakers do to respond to these issues.*

Hall adds the work to connect with young people requires engagement of many partners... including the kids themselves.

*BITE 3: we need better support for families on how to, identify services and, and get what they need. we want supportive adults, which is another category we look at. We want supportive adults to be better equipped to be in good lasting relationships with young people. And we want youth to be participating fully in their communities.*

You can download the complete series of facts sheets using the link in the show notes.

**STORY 3:** Also today... do young people have access to the tools and education needed to practice good sexual and reproductive health? ASTHO examines the question in a new report. O-Keyla Cooper has more.

*Cooper: US adolescents face barriers to accessing sexual and reproductive health services and education, particularly among Black, Hispanic, and American Indian/Alaska Native adolescents highlighting systemic issues in healthcare access and education. State-based practices like the Health Resource Center program and Georgia Campaign for Adolescent Power and Potential aim to improve SRH. Learn how by reading the full blog article. The link is in the show notes.*

**STORY 4:** Finally this morning... ASTHO produces numerous resources to help you stay informed. In addition to this newscast... you can sign up to get news releases... event notices... legislative updates... and more delivered to your email in-box. Check out all the options using the link in the show notes.

Also, don't forget to follow us on your podcast player... and ASTHO on social media. We're on LinkedIn... Twitter... and Facebook.

That'll do it for today... We're back tomorrow morning... with more from our conversation with CDC Director Dr. Mandy Cohen. Get it at 5 a.m. eastern time everywhere you stream audio.

I'm Robert Johnson. You're listening to the award-winning Public Health Review Morning Edition. Have a great day!

#### **MUSIC OUT FULL**

524: CDC Director Urges Data Sharing, Wisconsin Prioritizes Youth Mental Health

## Sample: Media Backgrounder

Riester Influence

### Bloomberg Law

**Nyah Phengsitty, health reporter**

Interview Date: Tuesday, July 11, 9:45am

Phone Call: Sarah will call Terry and merge Nyah onto the call

### Objective

We initiated this conversation with Nyah to discuss Patients Rising Now's concerns about CMS' coverage restrictions for the new class of Alzheimer's drugs, and what this precedent could set for future drugs that are granted accelerated approval by the FDA.

This is a get-to-know-you call, so she'd also like to discuss some of the other policy issues Patients Rising Now is focused on, including PBM reforms, copay accumulator programs, step therapy, and prior authorization.

### About Nyah Phengsitty

Nyah Phengsitty ([@nyahphengsitty](https://twitter.com/nyahphengsitty)) is a health law and business reporter covering federal agencies and public health.

### Recent Stories

[Medicare Rolls Out Alzheimer Patient Registry After FDA Approval](#)

[Alzheimer's Patient Registry Raising Questions as Drug OK Nears](#)

### Talking Points

1. **The patients in our community (those with chronic and rare disease) absolutely rely on the accelerated approval pathway for quick access to safe and effective drugs.**
  - a. These are patients who often don't have a single treatment option available to them.
  - b. So the precedent for limitations CMS has put on the new class of Alzheimer's drugs is incredibly concerning to our community – could the next drug for *their* disease also face the same restrictions?
  
2. **CMS' coverage restrictions place a target on any accelerated approval drugs. Let's remember these are drugs that the FDA has determined as safe and effective.**

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**3. The system was designed to help the sick, but it doesn't look like CMS thinks so.**

- a. But it looks like CMS is holding patients hostage over a political fight (drug costs).
- b. If the Alzheimer's drugs were ten dollars, CMS would take the FDA approval and pay for it.
- c. You can't say you're for patients when you use them for political reasons.

**4. CMS is attempting to weigh in on drug approvals.**

- a. It's not CMS' job to do the evaluation and determination of drugs. Let's leave that to the scientists at FDA.
- b. The FDA is tasked with determining if a drug is safe and effective, apparently CMS is now questioning that evidence and then limiting coverage for those drugs.
- c. What's scary is the potential to extend beyond the recent example we saw with Alzheimer's drugs.

**5. One of the major concerns patients have with Medicare's Coverage with Evidence Development is that it can delay care.**

- a. For patients suffering from progressive illnesses, those delays could mean life or death.
- b. What good is a new drug discovery if a patient can't get the insurance coverage they need?

**6. The precedent is also extremely worrisome for the cancer community – since oncology drugs make up the majority of FDA accelerated approvals.**

- a. Oncology drugs account for around 66% of accelerated approvals since 2000.
- b. Seniors with cancer are going to be the most at risk.

**7. Patients Rising has an accelerated approval report coming out later this month that tracks the history of the accelerated approval pipeline, its success rate, and how CMS has responded to accelerated approval drugs.**

- a. And importantly, it outlines the patient and provider concerns about how these new CMS restrictions can quickly turn into a slippery slope for other rare disease drugs that receive accelerated approval.
- b. **We can get you an advanced copy.**

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**THANK YOU**