



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

**STANDARD CONTRACT
 GMU-1827-23-20**

This Contract entered on this 12th day of April, 2023 (Effective Date) by Infrastructure Advisors, LLC hereinafter called “Contractor” (located at 40 West 116th Street, Suite B1104, New York, NY 10026) and George Mason University hereinafter called “Mason,” or “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide consulting services as set forth in the Contract documents. Note: This contract is no guarantee of work.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. For administrative ease of efficiency each renewal will start March 1 and run through the end of February of each contract year.
- IV. **PRICE SCHEDULE:** The following are all hourly rates. Hourly rates included all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems. This price schedule represents the complete pricing agreement between the parties. No additional contractor charges, markups, reimbursements or fee of any type permitted.

Title	Fully Loaded Rate (\$/Hr)
Principal	409
Senior Advisor	398
Advisor	298
Analyst	174

- A. Ordering Procedures: As requirements arise a Mason representative will contact the contractor with a proposed (formal or informal) statement of needs and request a proposal for that particular engagement. Contractor will provide the proposal in accordance with the established prices included herein. Once agreed Mason will issue a Purchase Order for that particular engagement. Contractor must reference that Purchase Order number on all invoices submitted.
- V. **CONTRACT ADMINISTRATION:** Mason will assign an individual to shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Option #3 – Invoices will be paid Net 30, with Paymode-X, after goods received, services rendered, or receipt in Mason’s Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid. Invoices should be sent to acctpay@gmu.edu.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed Contract;
 - B. Data Security Addendum (attached);
 - C. Contractor’s Best & Final Offer dated February 05, 2023 (attached);
 - D. RFP No. GMU-1827-23, in its entirety (attached);

E. Contractor's proposal dated October 26, 2022 (attached).

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract. Mason confirms that it shall receive approval to fund Contractor's services prior to assigning a Project.
- 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 shall manage their own background check policy and process as stated in Administrative Policy Number 2221 – Background Investigations.
- 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; except that if the Agreement is terminated as described, Mason shall pay Contractor in accordance with the terms of this Agreement for all approved and pending invoices submitted by Contractor for the Services performed on or before the effective date of termination. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally, except as mentioned in section R. Default.

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.

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, shall provide a written notice with a provision for a minimum of ten (10) day cure period. If the default is not cured within the cure period, Mason 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. In the event Contractor has not been paid for any properly invoiced Services for a period of forty-five (45) days from the date of the invoice, Contractor shall provide a written notice of ten (10) day cure period. If the default is not cured by the cure period, Contractor may suspend any further services and withhold any Work Product pending full payment of all amounts due and owing.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:

- a. notify Mason (by sending an email to export@gmu.edu), and
- b. receive written authorization for shipment from Mason's Director of Export Controls.

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

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason and Contractor shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the 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 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 the negligent act, error or omission in 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.. To the fullest extent permitted by law, and notwithstanding any other term or condition of this Agreement, the total aggregate liability of Contractor to Mason for damages of any type whatsoever, arising out of or in any way related to Contractor's services pursuant to this Agreement from any cause or causes shall not exceed Contractor's professional fees under this Agreement, provided however that such limitation of liability shall not be applicable with respect to claims to the extent arising from the gross negligence or willful misconduct of Contractor. Contractor and Mason waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to the Services or this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

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 on Contractor's Commercial General Liability and Commercial Automobile Liability policies. 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 \$2,000,000 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

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, unless such disclosure is required by applicable law/subpoena.

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. Mason acknowledges that any rights to ownership in Work Product as defined herein is contingent upon Contractor's payment for its Services due and owing under this Contract. University shall release, defend, indemnify and hold Contractor harmless for any reuse or modification of the Contractor's work product, without the Contractor's prior written consent.

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

iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

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

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

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

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

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

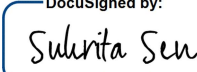
Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary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

PP. 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.

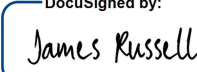
Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University 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.

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

Infrastructure Advisors LLC

DocuSigned by:

58541F95FC8946D...
Signature _____
Name: Suhrita Sen
Title: Principal
Date: 4/12/2023

George Mason University

DocuSigned by:

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

Data Security Addendum for inclusion in GMU-1827-23-20 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and Infrastructure Advisors, LLC ("Selected Firm/Vendor") dated April 12, 2023 (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder

data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Insurance

- a.

5. Security Breach

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

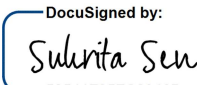
6. Audits

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


point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

Infrastructure Advisors, LLC

By:  _____
Name: Suhrita Sen
Title: Principal
Date: 4/12/2023

George Mason University

By:  _____
Name: James Russell
Title: Purchasing Director
Date: 4/12/2023



February 5, 2023

Davena C. Reynolds, VCO
 Senior Buyer | Purchasing
 George Mason University
 dreyno3@gmu.edu

Ref: Request for best and final offer (BAFO) per your email of 2.1.23 for RFP GMU-1827-23,
 Academic and Business Consulting

Dear Davena,

Thank you for inviting us to provide our best and final offer to our proposed fully loaded hourly rates, as submitted in our proposal for the above mentioned RFP. We are please to submit the following response to your question:

1. As an agency of the Commonwealth of Virginia, we are greatly challenged with delivering high quality services to faculty, staff and students while under difficult budget constraints. So without sacrificing the quality of the services offered in your proposal we respectfully ask if there might be an opportunity for a reduction in your proposed hourly rates? Any assistance you could provide in this area would be greatly appreciated.

Answer: We understand the challenges you are facing. We have carefully considered our currently contracted rates to other similar institutions, and are proposing the following reduced rate structure. Additional reduction in costs to the University would be possible when we are knowledgeable about a specific engagement and are able to plan and price it judiciously for the most effective utilization of effort from the various categories of resources. The rates remain inclusive of all travel-related expenses to the Fairfax campus and overhead costs, as in our original proposal.

Title	Fully loaded Rate (\$/Hr) in Proposal	Revised Fully Loaded Rate (\$/Hr)
Principal	430	409
Senior Advisor	410	398
Advisor	310	298
Analyst	185	174

The current inflationary environment is challenging for a SBE, M/W/DBE firm like ours as well. Hence, we kindly request the University to accept the above rates.

We have the agility and the reach to engage with you immediately upon your request. We also remain grateful for this opportunity and we look forward to engaging with you to support a new way of thinking, and the chance to make a difference.

Sincerely,

A rectangular box containing a handwritten signature in dark ink. The signature appears to read "Suhrita Sen." with a period at the end.

Suhrita Sen,
Principal, Infrastructure Advisors LLC



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



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

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

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

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

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

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

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

[opportunities/](#)2. Proposal Presentation:

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

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

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

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

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

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

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

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

Total Points Available:

100

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

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

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

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

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

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

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

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

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

XVIII. RFP SCHEDULE (Subject to Change):

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



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

during said period.

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

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

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

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

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

pre-authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name

Signature

Name:

Title:

Date:

George Mason University

Signature

Name:

Title:

Date:

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

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

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Security Breach

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

5. Audits

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

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

Selected Firm/Vendor

George Mason University

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____



George Mason University (GMU)
Academic and Business Consulting Services
RFP GMU-1827-23

Respondent : Infrastructure Advisors LLC,
Oct 26, 2022

TECHNICAL AND FINANCIAL PROPOSAL

This proposal includes data that shall not be disclosed outside the GMU and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the GMU will have the right to duplicate, use, or disclose the data to the extent consistent with the GMU's needs in the procurement process. The pages subject to this restriction are pages 19, 20, 23 (client references) and pg 40 (prices)

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This proposal includes data that shall not be disclosed outside the GMU and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the GMU will have the right to duplicate, use, or disclose the data to the extent consistent with the GMU's needs in the procurement process. The pages subject to this restriction are pages 19, 20, 23 (client references) and pg 40 (prices)

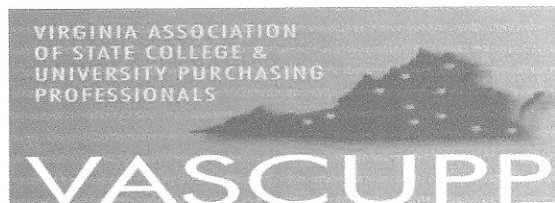
TAB 1- PROCEDURAL INFORMATION

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

IA will accept Option #3, Net 30 Payment Terms.



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



REQUEST FOR PROPOSALS
GMU-1827-23

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer, dreyno3@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F Russell, Director, jrussell@gmu.edu

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

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

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

Name and Address of Firm:

Legal Name: Infrastructure Advisers LLC

Date: 10.25.22

DBA: _____

Address: 40 West 116th St, B1104
New York, NY 10026

By: Subrita Sen
Signature

FEI/FIN No. 47-3307027

Name: Subrita Sen

Fax No. _____

Title: Principal

Email: subrita.sen@infrastructure
-advisors.com

Telephone No. 917 238 5468

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

SWaM Certification Number: _____

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



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

RFP ADDENDUM NO. 1:

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

The following changes are hereby incorporated into the aforementioned RFP:

1. **Section XI: STATEMENT OF NEEDS: Part B, ADD #18:**
18. Business process mapping, automation and change management consulting.
2. **Section XVIII: RFP SCHEDULE: CHANGE dates highlighted below.**

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

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

Infrastructure Advisers LLC
NAME OF FIRM

Suhrita Sen
NAME (Print or typed)

Suhrita Sen
SIGNATURE

10.25.22
DATE



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

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

Infrastructure Advisors LLC
NAME OF FIRM

Suhrita Sen
NAME (Print or typed)

Suhrita Sen
SIGNATURE

10.25.22
DATE



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

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

Infrastructure Advisors LLC
NAME OF FIRM

Sukrita Sen
NAME (Print or typed)

Sukrita Sen
SIGNATURE

10.25.22
DATE



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

RFP ADDENDUM NO. 4:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

Infrastructure Advisors LLC
NAME OF FIRM

Sahita Sen
NAME (Print or typed)

Sahita Sen
SIGNATURE

10.25.22
DATE



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Infrastructure Advisors LLC ("IA")

Preparer Name: Subrita Sen Date: 10.25.22

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

IA is eligible for a Small certificate and will apply within 90 days of contract execution as stated in RFP. We are a MBE, WBE, SBE, DBE.

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



TAB 2- EXECUTIVE SUMMARY (2 pages)

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



Infrastructure Advisors, LLC (“IA”) is pleased to submit this proposal to provide Academic and Business Consulting Services for George Mason University (“GMU”). We thank you for the opportunity to respond to this RFP and for the opportunity to make a difference to GMU.

As we know, the US is currently a hotspot for higher education P3 projects, with a steady rise in the number of closed transactions year over year. As strategic and financial advisors to the industry, we have very closely experienced how the nexus of academia, industry and government has the ability to create high value, high return partnerships that are huge economic drivers. At IA, we have led and continue to lead such strategic preparations across campuses in the country that enable innovation, collaboration, incubation and commercialization while rebuilding their real assets with private sector co-investments. As such, we are excited about the role we can play in defining success for new GMU campuses nationally and internationally.

As our first step, we have assembled leading higher education and multidisciplinary P3 experts, so that together with you we can explore, ideate and collaborate to create the next generation of campuses. At IA, we believe in the value of experience as well as the need to envision differently, unencumbered by any legacy. Our team brings exceptional experiences in P3 advisory including in higher education, social infrastructure as well as transportation P3s. We note particularly that senior members of our IA team have P3 experience on “both sides of the table”. We have undertaken critical real estate issues at City University of New York (CUNY) and Association of Governing Boards of Universities and Colleges (AGB) as working Trustees/Board Members. On the other side those same members have structured and executed some of the largest P3 projects with the public and private sectors. We offer our commitment to deliver a resilient and enduring solutions to GMU through any and all phases of the project from ideation, analytics, procurement and delivery.

IA is interested in providing services to and hence is responding to the following Tasks:

2. Helping large public and non-profit universities enter into public-private partnerships
3. Financial analysis and budget planning
4. Organizational and operational assessments and improvements
7. Higher education strategy and facilitation of new partnerships
8. Strategic communication and change management of new initiatives or joint ventures
10. Business and financial modeling
11. Market analysis/Market demand analysis
17. Agility and reach – ability to assemble a relevant team of education experts quickly; strong network

The following pages of this proposal demonstrate that our team has the necessary experience and qualifications to structure and procure public private partnering transaction (Tasks 2, 3, 10, 11), not only in line with national and international P3 best practices, but also in line with how the next generation of best-in-class campuses should be built and operated. We have also demonstrated our deep experience in Strategic Management Consulting Tasks 4,7,8, and 17. Our team has deep experience with strategic partnership initiatives and ideation processes to discover P3 opportunities as well as day to day Capital and Operating expense management challenges. At California State University, Long Beach we are currently involved as their financial and real estate advisors ideating and prioritizing P3 opportunities for their 300 acre campus. These considerations include Mixed use housing for grad students, faculty, staff and workforce, Hotel/conference center, Startup/innovation spaces, Remote learning, Transit/zero emission mobility hub, and Central plant overhaul. Other experiences include Partnership strategies and operating imperatives for academia, government and industry for a Health Sciences Laboratory; Financial analysis for highest and best usess, Assessments for Capital and operating expenses for University of Missouri and Oregon Health & Sciences University, amongst others.

As our full resumes demonstrate in the Appendix, the IA team will include:

- **Principal:**
Suhrita Sen, (P3 expert – Strategic and Transactions). She will lead the team as Project Director



- **Senior Advisors:**
Charlie Shorter (Real Estate P3s & Market Analysis Expert and CUNY Trustee, AGB Board member),
Peter Gilpatric (Land Use and Real Estate Expert),
Michael Francois (Real Estate expert),
Roberto Sierra (Social infrastructure, Energy/Utilities P3 expert), and
- **Advisors:**
Saravleen Singh (P3 Financial Expert) and
Zeba Iqbal (University P3 specialist)

Together, this team brings the following distinguishing capabilities:

- A sophisticated point of view on complex Public- Private Partnerships
- Extensive experience in public finance
- Specific experience of assisting public sponsors with feasibilities, procurement strategies, and processes including negotiations and award.
- In-depth experience of Transaction Advisory as well as Management Consulting
- Intellectual leadership for advanced infrastructure initiatives

While the proposal is comprehensive in its description of the financing advisory services requested, we look forward to negotiating a contract that fits your needs and overall objectives. For any questions or comments about our proposal, please contact me at (917) 238 5468, or suhrita.sen@infrastructure-advisors.com. The details of the contact person for this RFP:

Suhrita Sen
Principal
Infrastructure Advisors LLC (FEIN: 47-3307027)
Email: suhrita.sen@infrastructure-advisors.com
Phone: 917 238 5468

Thank you for your consideration, and we look forward to supporting a new way of thinking, and the chance to make a difference.

Sincerely,

Suhrita Sen,
Principal, Infrastructure Advisors LLC



TAB 3- GENERAL FIRM BACKGROUND AND INFORMATION (3 Pgs)



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

Why IA?

Infrastructure Advisors LLC, is an advisory firm focused on the broad and unique multidisciplinary needs for the planning and development of public infrastructure; whether vertical real estate or horizontal infrastructure; with a focus on public private partnerships. We believe infrastructure is not a design or financial problem - it requires an ecosystem of interactive and supportive parts. As a result, the role of multidisciplinary strategic decision support to public sector is critical. Working at the intersection of financial, technical and commercial matters, our services provide the much-needed integration that crosses domain and disciplinary boundaries for a holistic solution. Additionally, by enabling the convergence of financial advisory, management consulting and capital project advisory, we foster unprecedented advantages for our clients in the real estate and infrastructure sectors.

In developing and implementing long term agreements like PPPs in a sustainable manner, we make sure that our analytical frameworks and decision-making processes are nested in strategic, financial and technical considerations that are cross cutting in nature. Hence, we have built a team of distinguished professionals who have been in Financial Advisory and Business Management roles as varied as lead public sector financial and procurement advisor, technical advisor, legal advisor, lender's advisor, and private developer. IA's involvement in marquee national and international P3 projects as both financial and technical advisor in multiple sectors is unmatched by any comparable advisory firm.

Successful economic development activity begins with strategies based on public policy and current market conditions that transform public "infrastructure" through the development process into enduring and sustainable projects that create jobs, house the workforce and increase the tax rolls. We advise the public sector on preparing and de-risking projects by enhancing demand that enables private capital investment; we also advise on development finance tools, subsidies and strategies where public demand may not be adequate to drive a successful project. Our team has a long and extensive track record in market and financial analysis, cost-benefit and affordability studies, policy advisory, feasibility analysis, value for money analysis, procurement advisory as well as strategic advisory services in support of public/private developments.

IA is MBE, WBE, SBE and DBE certified firm in multiple states and jurisdictions, including in Maryland, New York, New Jersey, Connecticut, California, and Illinois. We are fully eligible for the VA SWaM certification and as noted in the RFP, shall submit our application within 90 days of the contract execution to DSBSD, if requested to do so. However, as the list of our contracts demonstrate below, we have competitively won the trust of the nation's most admired public agencies undertaking the most complex portfolio of infrastructure projects, for providing prime consultant (non MWBE/DBE) services in jurisdictions where we are not certified and certification had no bearing on selection.

IA is currently selected and contracted as both **Infrastructure and Real Estate P3 Advisors** with the nation's premier public Universities and public agencies seeking to take their campuses, infrastructure and real assets to the future generations of students, faculty, as well as academic and community partners. A list of our recent awards and contracts is below. These competitive awards represent knowledge and expertise across the broadest range of evaluation criteria (strategic, financial, technical services) and demonstrate the value of an integrated, interdisciplinary perspective that is key to unlocking real value for complex projects. In summary, we bring a uniquely multidisciplinary perspective to GMU. Our significant experience of strategic considerations for higher education DBFOM and ground lease P3s as well as Organizational Assessments & Improvements including Change Management are documented in detail in later sections of this proposal.

State & Local Advisory

- California State University Long Beach Campus – Financial and Real Estate Advisory, 2022



- Dormitory Authority of the State of NY, P3 Considerations NYS Public Health Laboratory, 2017, Sub Consultant
- Washington DC Office of P3s – Financial Advisory, 2017-2022, Prime Consultant
- Commonwealth of KY Statewide P3 Consulting, 2018-2023, Prime Consultant
- NJ Office of Treasury, Statewide P3 Consulting, 2019-2023, Prime Consultant
- Puerto Rico P3 Authority, Qualified P3 Advisor, 2017-Present, Prime Consultant
- VDOT Office of P3s – Financial Advisory, 2016-2021, Co-Program Lead, Sub Consultant
- Port Authority of NY & NJ (PANYNJ), Risk Management Services, 2017-2022, Prime Consultant
- PANYNJ, Real Estate Advisory Services, 2019-2022, Prime Consultant (2 contracts)
- Empire State Development Corp, a) Real Estate Planning & Advisory, b) Infrastructure Advisory, 2017-2022, Prime Consultant
- Battery Park City Authority, Real Estate Advisory, 2019-2024, Prime Consultant
- PANYNJ, Market Analysis of Journal Square PATH mixed use TOD, 2019, Prime Consultant
- San Francisco MTA, Market Analysis & Valuation for a TOD, 2014, Sub Consultant
- PANYNJ, Continuous Improvement, Process Improvement, 2020-2023, Prime Consultant
- PANYNJ, World Trade Center Retail Redevelopment Program, 2019-2021, Sub Consultant
- PANYNJ, Project/Program Delivery/Advisory, LaGuardia & Newark Redevelopment, 2016-2019, Sub Consultant
- Norwalk Redevelopment Agency, P3 Advisory Services (2020-2023), Prime Consultant

Federal Advisory

- Build America Bureau– Technical Advisory for TIFIA, RRIF, PABs, 2019-2024, Prime Consultant
- Build America Bureau – \$4B I-64 Hampton Roads Bridge tunnel Lender’s advisor, 2020-2021, - Prime Consultant
- US Department of Treasury, Expert P3 Advisory, Government Debt & Infrastructure Finance - International Affairs, 2014-2019, Prime Consultant
- Public Financial Management, USAID, 2018-2022, Sub Consultant

Private Sector Advisory

- New Market Entry and Growth Strategies, DBI Projects, 2018-2019, Prime Consultant
- Strategy to Enter US P3 Market, Plaza Construction, 2019, Prime Consultant
- \$360M Miami Date Courthouse P3 bid support for JV construction partner, 2019, Prime Consultant

In light of the above, the IA Team’s combined perspective on public private transactions, new partnership generation as well as strategic and operational improvements is, therefore, holistic. We note particularly that **senior members of our IA team have P3 experience on “both sides of the table”. We have undertaken critical real estate issues at City University of New York (CUNY) and Association of Governing Boards of Universities and Colleges (AGB) as working Trustees/Board Members. On the other side those same members have structured and executed some of the largest P3 projects with the public and private sectors.** A summary of our critical expertise includes:

- **A sophisticated point of view on complex Public- Private Partnerships** – local, national and international. These include perspectives of the **public** sponsor as well as **private** developers/operators on allocating risks and generating new or increased revenues for green field and brownfield assets, in pioneering roles. This includes a broad understanding of the evolution of the national, international and local P3 landscapes as well as best practices in fiscal prudence and innovative financing that are contextual;
- **Extensive experience in public finance** policies and procedures that build institutional capacity and enable capital investments by removing bottlenecks, improving and standardizing contracts, and speeding



up decision making and execution. We have developed innovative and tailor-made financial solutions for the capital markets that have mobilized capital and improved the market environment for critical infrastructure investments with a unique set of risks.

- **Specific experience of assisting public sponsors with feasibilities, procurement strategies, and processes including negotiations and award.** We are experienced in developing RFI, RFQ, RFP and related evaluation tools and analytical models for solicitation and selection processes for public sector authorities on projects that reached financial close;
- **In-depth experience of Transaction Advisory as well as Management Consulting.** On the transaction side, our team has extensive experience of higher education, healthcare, and social infrastructure related real assets from strategic, financial, technical and legal perspectives. This spans real estate P3s through ground leases as well as project financed DBFOM P3s; mixed-use real estate development as well as transit-oriented development with value capture. On the management consulting side, we have researched, analyzed and benchmarked academia, government and industry clusters; and preformed strategic planning, gap analysis, business process improvement, and risk assessments. We have undertaken partnership development strategies for our clients and provided guidance on operating models.
- **Intellectual leadership for advanced infrastructure initiatives** – Intellectual rigor, professional foresight and an intimate understanding of the evolution of markets serve as key foundations for our strategic thinking, IA's Innovation Advisory platform collaborates with NYC's Urban Tech Hub. Sample white papers demonstrate our team's thought leadership are provided in the Appendix.



**TAB 4- REFERENCES AND ENGAGEMENTS (5 Pgs, NOT
COUNTED AS PART OF 20 PAGES TOTAL)**



Project Title:	P3 Considerations for State Public Health R&D Laboratory
strategy for cluster formations (Creating the necessary eco-system; Real estate, Facilities and Infrastructure Considerations; and Legal Structures).	

Project Title:	Public University's Capital Project Assessment
Client Organization:	University of Missouri Health Systems (UMHS)
Project Director:	Suhrita Sen
Dates of Service and Project Costs:	2010, \$300M
Relevance to GMU:	Task 3 (Budgets & Costs), Task 6 (Organizational Assessment & Improvement)

Description of the Project:

UMHS consists of five main facilities: University Hospital, Ellis Fischel Cancer Centre, Missouri Orthopaedic Institute, University of Missouri Women's and Children's Hospital, and Missouri Rehabilitation Center. In 2005, the UMHS developed a Strategic Facility Master Plan to identify and plan for the future growth of its main facilities. The plan was separated into three phases: 1) expand core business through construction of new facilities, 2) replace existing facilities and 3) consolidate UMHS core programs and services. Assessment of the Phase 1 projects included Surgery/Patient Care Tower (PCT), Missouri Orthopaedic Institute (MOI) and Children's Hospital for a total of \$300M.

How We Helped Client:

Services provided included:

- Assessment of organization's governance structure and control environment - analyzed and assessed whether the existing policies and procedures are sufficient and can provide proper guidance for executing UHMC's current capital projects as well as future projects that the organization will undertake as part of its Master Facilities Plan.
- Compliance - evaluated compliance with policies and procedures utilized and maintained by Facilities Administration and the University of Missouri System.

The following organizational governance mechanisms were assessed and relevant observations and recommendations for organizational improvements were reported - Contracting and Procurement, Organizational Structure, Change Control, Cost Management, Schedule Management, Project Close-Out Procedures, and Reporting

Project Title:	\$300M Redevelopment of South East Federal Center (The Yards) P3
Client Organization:	United States Department of General Services (GSA)
Project Team:	Charles Shorter , Zeba Iqbal
Dates of Service and Project Costs:	2003 – 2007, \$300M

Relevance to GMU: Task 2 (P3 project under Public Law 106-407, Task 7 (stakeholder coordination for new partnership), Tasks 3, 10, 11 (Integrated approach with market and financial analysis & feasibility evaluations, RFQ and RFP prep and issuance, proposal evaluation, contract negotiation)

- Best practices in P3 structuring – the structure has a public use component that retained public ownership and enabled access to market with upside participation through a ground lease
- Best practices in P3 procurement - Early developer involvement mechanism; PDA/MDA (Master Developer Agreement); Multiple bids for different delivery options on the same project

Description of the Project:

This PPP was for the development of this underutilized 44-acre urban waterfront site in Washington DC. GSA's proposed vision for development included an urban mixed-use development on the waterfront with



Project Title:	\$300M Redevelopment of South East Federal Center (The Yards) P3
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significant office and residential components, together with retail, entertainment, parks, and open space uses. The enactment of the Southeast Federal Center Public-Private Development Act of 2000, Public Law 106-407 (“the Act”), gave GSA special authority to adopt innovative, flexible approaches for working with the private sector to develop the SEFC site. GSA, as the client, wanted to attract private sector investment and decided to utilize a long-term ground lease for conveyance. Scope included: Determining project objectives with key stakeholders, Developing and Issuing an RFQ and subsequently an RFP, Assisting in marketing the RFQ/RFP to the private sector community, Assisting in the development of comprehensive Financial Evaluation Criteria, Evaluating the Developer financial offers, Assisting the negotiation and execution of the Developer Agreement.

How We Helped Client:

The GSA request was to assist them with project feasibility, procurement strategy for the public private partnership, taking the transaction to market, qualifying the bidders, and managing the bid process. For the procurement strategy, GSA was interested in determining whether to issue an RFQ or go directly to an RFP to maximize the potential of reaching the top developers in the US. We determined to issue an RFQ first to determine the level of developer interest and to inform how GSA might proceed with a formal RFP. The RFQ was designed to solicit alternative transaction structures (master developer or parcel developer or both) from a broad pool of developers. We were able to narrow down the approach in the RFP, and also prepared an evaluation approach and criteria for selecting shortlisted developers for the RFP. After the proposals were received, we worked with the GSA Evaluation Team in finalizing the selection criteria, and participated in the evaluation process, focusing on the financial offers and the project designs. As a result of this work, GSA received a substantial upfront payment for the 75-year ground lease, plus participation in the Capital Transaction over the term of the lease. The SEFC project (now “The Yards”) and process is viewed as a model for GSA P3 lease transactions.

Project Title:	Highest & Best Use Analysis, Market Analysis, Valuation for a \$150M TOD
Client Organization:	San Francisco MTA
Project Team:	Peter Gilpatric, Charles Shorter, Suhrita Sen
Dates of Service and Fees:	2014-2015, \$60,000
Relevance for GMU:	Task 11 (Market Analysis) Task2, 3, 10, 17 (Highest and Best Use/Value for Money Financial Analysis of Real estate use development options)

Description of the Project:

The San Francisco Municipal Transportation Agency wanted to determine the most appropriate uses of the SFMTA-owned site at 4th and Folsom Streets in San Francisco, California. The key components of this study included:

- Analysis of zoning restrictions of the two sites for capturing all available air rights,
- Conceptual building analysis, including construction cost estimates
- Market analysis of potential uses ((multi-family housing, hotel and office),
- Determination of Value for Money through valuation for differing uses.

How We Helped Client:

The assignment asked for a financial analysis for an 8000 sf SFMTA site atop a newly constructed subway station in the SOMA area for the City. The response considered market, development cost and financing structures for residential, office and hospitality uses at the property. Once the physical characteristics for the property were determined, the team analyzed the market demand for each use, assessed market land values for comparable projects, estimated construction costs including the issues of building over the public infrastructure of a subway station and rolled all of the assumptions into a financial model analysis including



TAB 5- APPROACH (15 PAGES MAX)



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

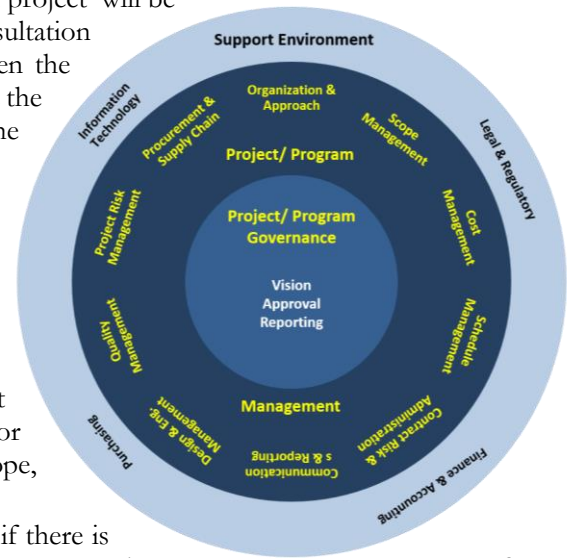
IA team has expertise in the following areas of work as per items listed in section XI. B of the RFP:

- Task 2. Helping large public and non-profit universities enter public-private partnerships
- Task 3. Financial analysis and budget planning
- Task 4. Organizational and operational assessments and improvements
- Task 7. Higher education strategy and facilitation of new partnerships
- Task 8. Strategic communication and change management of new initiatives or joint ventures
- Task 10. Business and financial modeling
- Task 11. Market analysis/Market demand analysis
- Task 17. Agility and reach – ability to assemble a relevant team of education experts quickly; strong network

Project Management Approach and Methodology

- A. **Project Initiation** - IA will jump start the project with a Kick-Off and develop a Project Work Plan (“Plan”) which will allow GMU, IA and all relevant parties to begin immediately and, equally important, to have a Plan – or Road Map. The following are the steps we will take:
- Initiate a kick –off meeting to introduce our team members to GMU Project Team and other advisors who will work on this Project.
 - Immediately establish a comprehensive information base with data, materials, contacts relevant to the Project, including any unsolicited proposal and any plans which GMU and its stakeholders may have. We will establish protocols for reading/sharing all material, including establishing an internal or shared “war room” for secure holding and access to all data/materials.
 - Simultaneously formulate and obtain approvals/input for Kick-Off Meeting date and agenda. If approved, we will conduct a site visit, if required and appropriate on the day of the kick-off.
 - After the kick-off meeting, we will prepare a Project Work Plan for review and approval by GMU. At a minimum the Work Plan will include:
 - Statement of Objectives- qualitative and quantitative
 - Specific tasks per the scope of work
 - Organizational chart showing key staffing and roles for each critical task
 - Timing for each task. Milestones and deliverables
 - Project protocols
 - Meeting dates, formats and deliverables
 - Key contacts for GMU Project Team, IA, other key stakeholders, and their advisors
 - Key risks and mitigation plan
- B. **Project Management Methodology** - Our overall approach will be based on actively working with GMU to validate that our focus, team, approach, and deliverables align with their specific requirements. We will follow a standard management approach to each task we are called upon to perform. This approach includes 5 steps (Initiate, Plan, Execute, Reporting & Control and Close), and aligns closely with the principles developed by the Project Management Institute (PMI).
- **Reporting Method** - The control phase will allow us to regularly monitor project performance to identify variances from the project plan and make adjustments to confirm our efforts are on track to achieve desired project outcomes. We will provide GMU with a monthly status and billing report. These written progress reports will be augmented by regular contact and meetings with GMU to review activities, identify risks, develop strategies for balancing concurrent tasks, and discuss the progress of the tasks.

- **Staffing Strategies** – The structure of the team for each project will be determined by our Project Director Suhrita Sen in consultation with the broader team and GMU, as appropriate. Given the multidisciplinary nature of our services we will coordinate the specific objectives and requirements with GMU for the most efficient delivery of services.
- **Oversight** - Our Project Director, Suhrita Sen, will coordinate all efforts between our team and GMU and its stakeholders, as the primary point of contact. However, we envisage our working relationship with GMU will be flexible, collaborative and based on bringing the right mix of expertise, for the right project, at the right time. Our Project Director and our Project Managers will oversee day to day execution of tasks for various workstreams, confirming adherence to scope, schedule and costs allocated in our scope of work.
- **Change Order** – Our Project Director will alert GMU if there is an additional request for a scope item over and above our agreed upon scope of work. If GMU agrees in writing, we will put in a request for a change order. In no case we will assume change orders without explicit approval obtained as such.
- **Commitment to Customer Service and Quality** – IA is fully committed to the achievement of best value for our clients and projects, and will provide overall program management, GMU liaison, coordination of sub-consultants and quality control of all deliverables.
- **Issue Resolution** – Project issues range from major problems, opportunities, or concerns. IA senior advisors have multi-disciplinary backgrounds and have worked extensively with other advisors in the industry and have the interpersonal abilities to resolve issues and move the project towards client's objectives at all times. We will create a register of issues, assess impact, monitor progress towards resolution, and close it out. All issues will be reported to the Project Director and shared with GMU if relevant.



Task 2: Helping large public and non-profit universities enter public-private partnerships

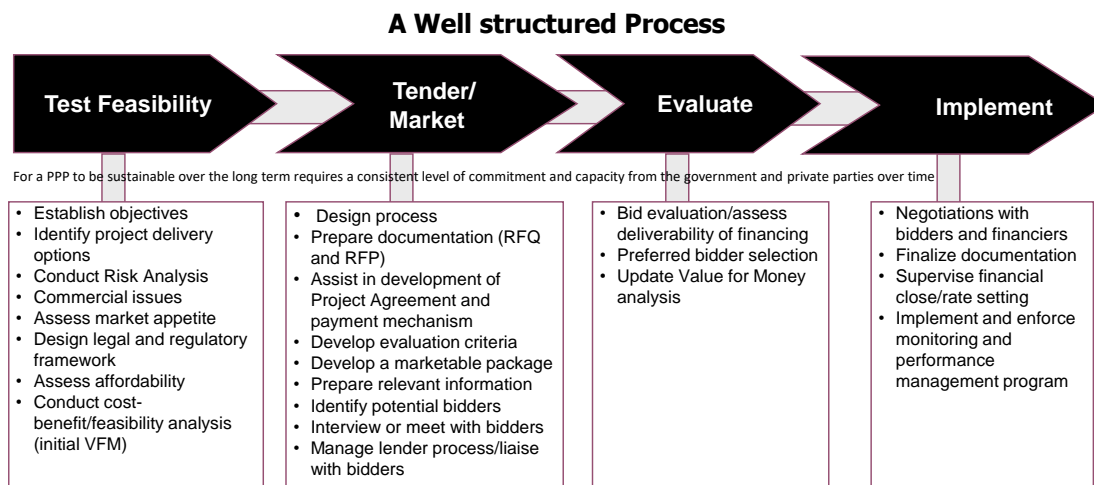
To execute the task orders in this specific area, IA would draw upon its experience in Higher Education P3s and universal P3 experience in other sectors as well as other geographies.

The types of P3s that have been typically seen in Higher Education sector in the US and which could potentially inform the future transaction structures for GMU projects include the following:

- Ground lease/facility lease-** Long-term lease with private developer who commits to construct, operate and maintain the project. A case in point is the West Village Project at the University of California Davis campus, which is one of the largest P3 university projects in the country. For this project, approximately 660 apartment units will be provided for students, as well as 343 for-sale homes for faculty and staff. The amenities include a 15,000 square foot recreation facility, consisting of a multi-purpose theater room, swimming pool fitness center, and the like. In addition, approximately 42,500 square feet of commercial space is included. In addition, the village will include a center for the local community college district.
- Availability payment concession-** Long-term concession with private developer to construct, operate, maintain and finance the project in exchange for annual payments subject to abatement for nonperformance. A case in point is UC-Merced contracted space for an additional 10,000 students — nearly doubling the physical capacity of the campus. That includes a 39-year DBFM concession to

- build and maintain 1 million square feet of classroom spaces, housing, recreational areas, dining facilities and walkways.
- c) **Demand-risk concession-** Long-term concession with private developer to construct, operate, maintain and finance the project in exchange for rights to collect revenues related to the project. A case in point is the partnership between Ohio State University (OSU) and Queensland Investment Corporation (QIC). In 2013, they signed a first-of-its kind deal to lease 36,000 on-campus parking spaces for 50 years. OSU also did an asset recycling of their central utility plan for an upfront cash stream.
 - d) **Operating contract/management agreement-** Short- to medium-term contract with private firm for operating services – Such contracts are good candidate for assessments for improvements in risk sharing, performance related KPIs, and associated change management.

IA would integrate the Higher Education P3 expertise with the recommended P3 process that allows any public entity to enter with partnership with private sector to implement its goals and objectives. The P3 process that IA would follow is shown below:



PPP for Infrastructure Development: Protecting the Public Interest

Testing Project Feasibility:

The IA team's approach to the preliminary financial viability involves:

- An early analysis of project-based revenue streams if available
- A realistic analysis of assumptions relative to capital and operating expenses (construction and life cycle CapEx, OpEx including fixed and variable costs) and associated schedules for construction, permits etc.
- Standard financing assumptions.

Based on the above, a base level financial viability of a Project would be established. This will determine how much Government support – in terms of capital contributions or availability payments – may be required. It will also determine the need for other innovative structuring mechanisms to improve the viability of the projects.

Market Sounding / RFI:

The success of any P3 procurement process increases exponentially as the number of bidders increases. Hence a knowledge of the industry's capabilities, risk appetite, balance sheet size etc. would be key determinants in structuring the project appropriately.



The IA team proposes the use of RFI route, including an Industry Day, to interact with key private players, and gauge their interest. The response to a comprehensive RFI can be used to inform a well-designed and constructed RFP. Some of the questions that the RFI process will aim to answer are:

- What should the project size be? What may be the investment appetite for the players?
- What demand risk (type of customers, payment guarantees etc) for private uses of a co-located school property would the private developers be comfortable with?
- Government support required – capital support or availability payments?

The IA team would use its extensive experience to draft the RFI in such a way that it draws out responses and interest from the private sector. We would also support the GMU in organizing the Industry Day during the RFI process.

The IA team would evaluate the RFI responses to make recommendations on the most appropriate project structuring options to attract private sector interest. More targeted outreach would imply one-on-one interviews with predetermined list of market participants. Depending on the nature of the market sounding exercise the list of participants can be specific to one industry or rather wide and varied (equity investors, lenders, constructors, Facilities Maintenance and other O&M providers depending on the project).

Tender/Bid:

We will prepare the process and guidelines relating to the procurement of any GMU project on P3 format. To ensure a fair and competitive transaction process, the following general guidelines would be considered in the development and execution of the procurement process:

- Drive transparency in the procurement process, so as to ensure public buy in - All interested parties, respondents, and proponents have reasonable access to the opportunity.
- Maximize competition to ensure efficiency and lower costs - All interested parties, respondents, and proponents have the same opportunity made available to them to access information and that information is sufficient for them to understand fully the opportunity.
- The criteria established in the procurement documents reflect the needs and objectives in respect of the project.
- The evaluation criteria and the evaluation process are established prior to the evaluation of submissions.
- Ensure confidentiality, intellectual property and security protocols.

The process and guidelines would be prepared to cover all the three stages (and steps involved within each stage) of the P3 procurement as mentioned below:

- **Request for Qualifications (RFQ)**, which announces the start of the procurement process. The RFQ involves an open call for qualified teams to submit a response. The RFQ process should generally result in the most qualified respondent teams being short-listed to participate in the Request for Proposals stage of the procurement.

The RFQ stage would entail the following steps:

- Announce transaction
- Issue RFQ
- Hold information meeting
- Open RFQ electronic data room
- Receive RFQ submissions
- Evaluate submissions
- Conduct interviews
- Shortlist Respondents

- **Request for Proposals (RFP)** stage is usually limited to the shortlisted teams selected through the RFQ phase. The limit is used to allow each proponent team a reasonable chance of success in the procurement while ensuring there is sufficient competition to generate the best value for GMU.

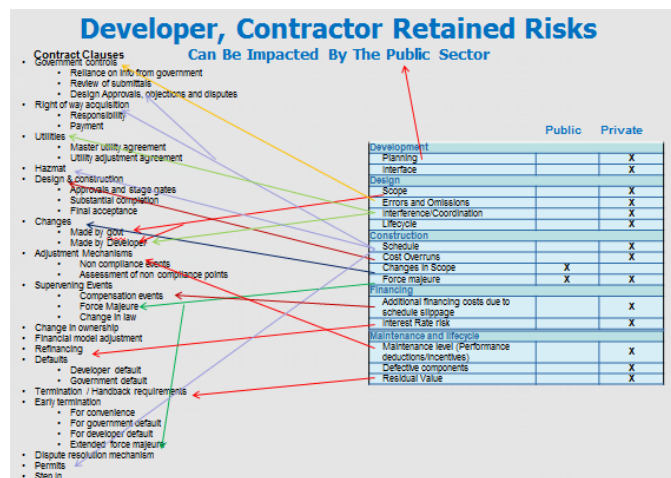
The RFP stage would entail the following steps:

- Confidentiality undertaking with shortlisted Proponents
- Issue RFP
- Open RFP electronic data room
- Site access
- Receive and evaluate (staged) submissions
- Receive comments on draft Project Agreement
- Issue final Project Agreement
- Receive and evaluate final submission, including financial offer
- Select Preferred Proponent

- **Negotiations** - Ideally, the bulk of issues would be sorted out during the bid process. However, negotiations present the last opportunity to work through contractual issues and both sides may have saved issues to be dealt with at this last stage. The public side is often the less experienced of the parties at the negotiation table and it is vital that it be supported by appropriate advisory expertise, a clear negotiating strategy, and a fallback plan (which may be the second-place bidder). IA will work with the legal counsel and be available, as needed, and appropriate, to assist in the agreement negotiations.

We will advise when negotiations must be

scheduled as sufficient time for preparation and conducting negotiations in several rounds may be necessary. Negotiations should not reopen items previously dealt with or should not undermine the integrity of the bidding process by deviating from the original proposal.



- **Commercial and Financial Close** during which the project documents, including the Project Agreement, are executed and the Preferred Proponent meets all requirements to secure the private financing. We will also take guidance from the standard procurement processes of GMU to define and elaborate the process for any proposed transaction.

Task 3: Financial analysis and budget planning

A thorough understanding and analysis of a university's financial and budget planning and operations are critical to funding and financing decisions for new capital and operating projects. The following considerations underpin IA's financial analysis and budget planning :

- **Operations**
 1. How are operating costs funded?
 2. Are operating costs subsidized with State or Federal subsidies?
 3. Is there an annual surplus or deficit?
 4. Is realizing/increasing recurring annual revenue a priority?



- **Major repairs and maintenance:**
 - Funding modalities for major repairs and maintenance projects
 - Available State or Federal subsidies
 - Availability of a reserve account for these expenses
- **Capital Projects:**
 - Funding modalities for capital projects - debt, equity/donations, state or federal subsidies
 - Types of debt utilized: revolving line interest only, conventional amortizing debt, bonds, public financing etc.
 - Sources of funds for retiring debt
 - Constraints on raising capital
- **Private Sector Participation (P3s):**
 - Permissible P3 structures to finance operate capital and operating projects
 - Enabling p3 legislation
 - Possibilities for the University to lease assets or revenue generating opportunities to the private sector for annual revenue or capital payments
 - Possibilities for the University to use the private sector to conceive, finance and execute capital projects
 - Importance of the University to retain ownership and control of assets when using P3 structures
 - University's past experience with P3s
 - Procurement and delivery mechanisms for P3 relationships
 - Preference and comfort level of risk allocations

Task 6: Organizational and operational assessments and improvements

IA understands that like any other organization, GMU could be challenged to maximize the use of scarce resources. The organizational and operational analyses, whether institution-wide, or department-specific, provide an objective, third-party assessment of operating efficiency, as well as the development of concise recommendations for improvement. Many factors may affect productivity including overall management, supervision, staffing, work scheduling, information technology, equipment, facilities, morale, workload and service demand, and a myriad of other considerations.

The general work methodology adopted by IA for Organizational and operational assessment is as follows:

1. Documentation Review - A review of data and documentation provided by GMU, including organizational charts, 3rd party operating agreements, performance metrics, and financial data
2. Information Gathering - One-on-one and focus groups interviews with GMU stakeholders, including university administrations, staff, faculty, and key University leaders, along with feedback submitted through the public portals
3. On-site inspections of facilities, equipment, and technology
4. University Survey and Peer Benchmarking Study – Conducting surveys to assess administrative tasks and activities and performing a peer benchmarking study
5. Business Process Improvement and Gap Analysis- IA will start with a process map (sequential layout) of the operating processes, their inputs, outputs and associated risks, which will then be compared with the benchmarks to identify the gaps, which can then be targeted for improvement.
6. Leading Practices Review - Analyzing detailed findings surfaced in the interviews, applying our knowledge and experience to craft recommendations unique to the needs of GMU and consistent with leading best practices



Depending on the findings, concise recommendations for improvement are developed and systematically organized within a final report document and implementation plan. Recommendations may focus on cost savings, opportunities for productivity improvement and enhancements to service delivery.

IA can also facilitate responsiveness to the assessment by continuing to work with GMU to develop policies and procedures based on best practices or to reengineer functions as needed.

Task 7. Higher education strategy and facilitation of new partnerships

Partnership opportunities for the University are wide and deep. They include private industries, community, public agencies (Federal, State & Local), as well as not for profits. At a high level, the long-term objective of the University and its campuses should drive partnering opportunities. Effective operating partnerships and collaborations between academia, industry and government can help accelerate a leadership position for GMUs various campuses. The key element of such strategic consideration is the integrated context of education, R&D, entrepreneurial ventures, as well as funding/financing. Such an integration will facilitate economic development using the live/work/play/learn social paradigm through the formation of a cluster.

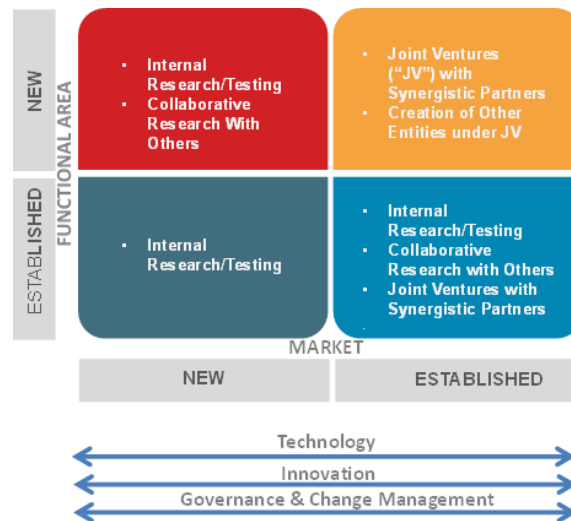
Our experience demonstrates that the industry is dominated by the triple helix of academic Universities, government and the private industry.

- o **Academia** is expanding its traditional role of educating students, providing knowledge and research to include an entrepreneurial role in facilitating innovation and transferring technology for commercial applications.
- o **Industry** is moving from its traditional process of internally generated innovation and product development to a role of collaborator in the research and development process with academia, government and other firms.
- o **Government** is moving from its traditional role of setting the rules to becoming an active participant in the research and development process as well as a venture capitalist for innovation and product development

Operating model frameworks for such partnerships should include considerations of :

1. **Value proposition for GMU** and
2. **Growth Strategies for GMU**
 - o Near term growth strategies
 - ☐ Revenue generation through collaboration
 - ☐ Cost containment
 - o Long Term growth strategies
 - ☐ Creating the necessary eco-system
 - ☐ Real estate, Facilities and Infrastructure Considerations
 - ☐ Institutional Architecture

The below figure illustrates the strategies that may be deployed for growth in different functional areas and different markets in considering Research and Testing. While different approaches can be taken in different areas of research and geographic market, development of multi-disciplinary networks, alliances and partnerships will be key to deepen GMU's value proposition. Additional imperatives that will underpin any strategy will be a) Technology & Digital Strategy, b) Innovation and c) Governance that can drive required change management.

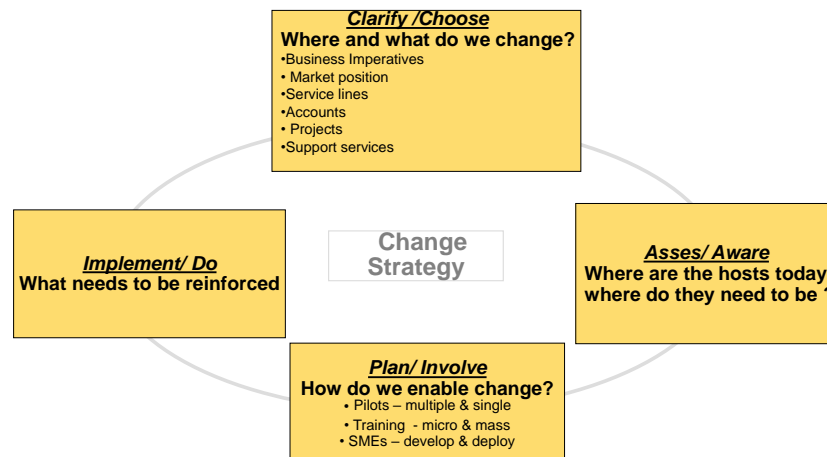


Task 8: Strategic communication and change management of new initiatives or joint ventures

Our team has supported Executive Leadership to drive organizational transformation of multiple high stakes initiatives. Our experience in forming partnerships with client Executive Leadership to implement change involved:

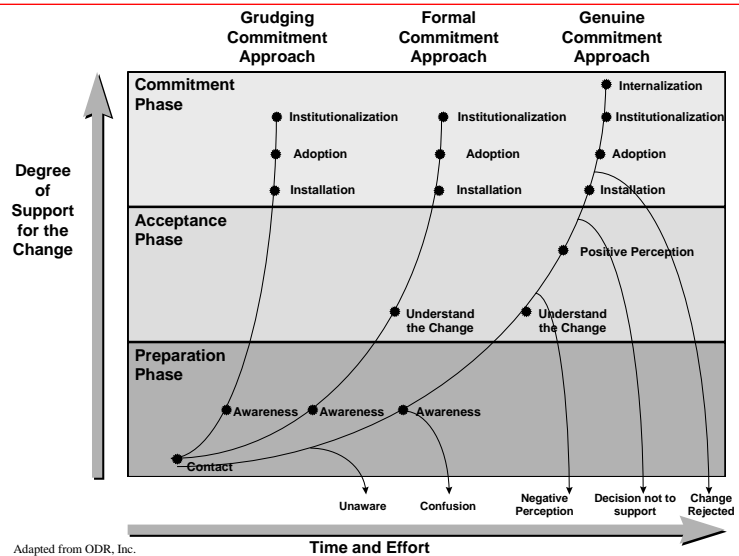
1. Developing a change management strategy
2. Developing key steps in a change management program
3. Developing general roles performed during change for
 - Executive sponsor
 - Change Leader
 - Change agent
 - Target
4. Developing power/interest grid for stakeholder transformation
5. Assessing progress and reporting to Executive Leadership

Sample Client Change Strategy



Phases in Building Commitment

- Address the “Human Side” systematically
- Start at the top
- Involve every layer
- Make a formal case
- Create ownership
- Communicate the message
- Communicate one on one
- Expect the unexpected



We understand that one reason for a deficiency of more effective approaches to change management is that managers are unable to communicate effectively. They must perceive those communications before, during, and after change process is not a directive or one-way communication. In fact, it must be two-way, providing both information to the employees and opportunities for the employees to express their concerns and opinions about the change. Communication intends to move employees in a structured way to accept and engage in the change as a team. Successful change management depends on teamwork and communication with the employees involved in the change process and leadership with a vision that will enable the process rather than dictate the process.

Communication is regarded as a key issue in the successful implementation of change because it is used as a tool for announcing, explaining, or preparing people for change. We believe that managers or change agents who want to implement changes should ask themselves four key questions relating to communication:

- Who needs to be told? Everyone who will be affected by change implementation.
- What needs to be told? As much information as possible about change.
- When needs to be told? As soon as possible after decisions about implementation have been made.
- How should they be told? Through different media, formally or informally, and directional or bidirectional.

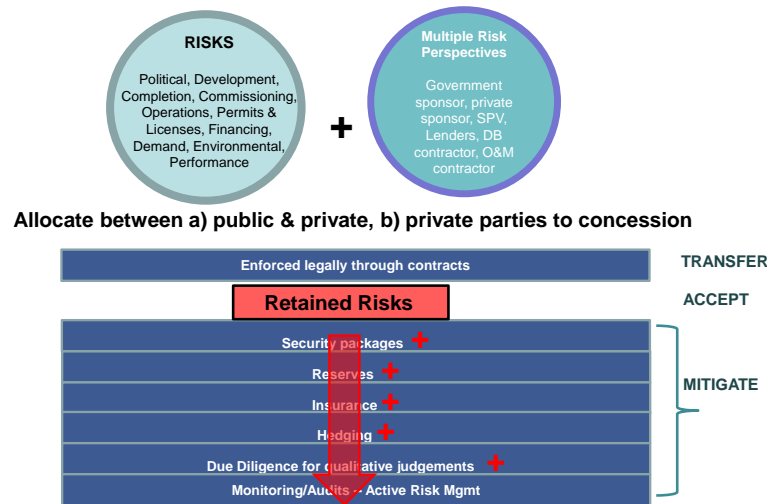
Task 10: Business and financial modeling

Business and Financial Modelling are the core tools that help to evaluate any business initiative that entails significant costs in the present but provides benefits in the future.

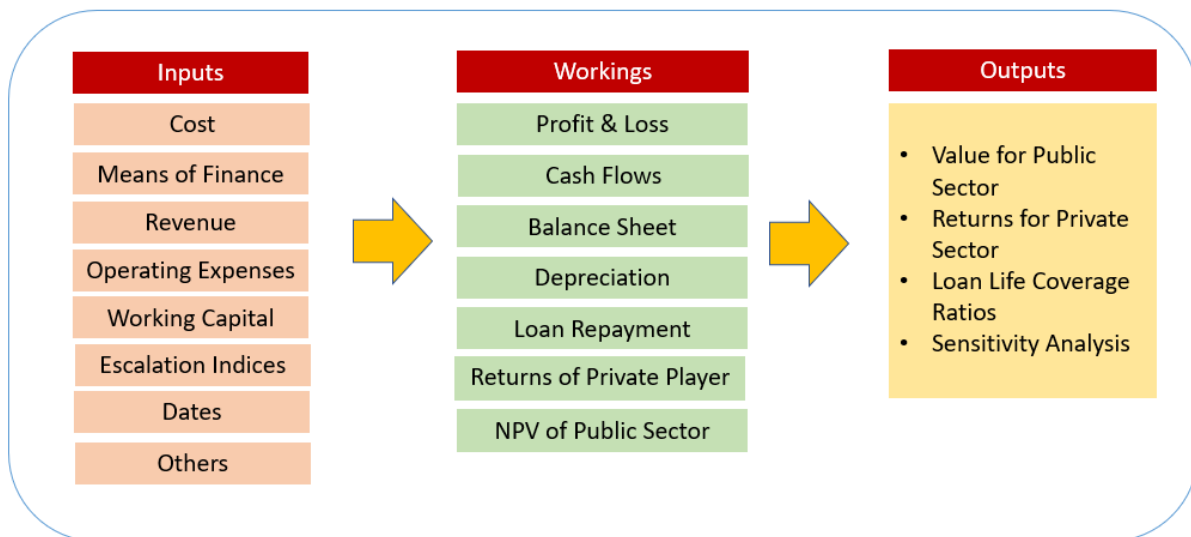
Based on the GMU’s needs, the financial models could be built by IA for any of the following areas:

- Undertaking cost-benefit analysis for any of the probable courses of action
- Evaluating different project design options
- Evaluating different project procurement alternatives
- Evaluating bids from private sector players
- Assisting GMU in negotiations with the selected bidder
- Evaluating different project financing and refinancing options and advising on the optimal funding option
- Evaluating different project construction alternatives or any decisions that require critical thinking by GMU

The key to Project Finance Modeling is a through consideration of Risks, its allocation between parties (public & Private), as well as mitigation strategies. A risk matrix is developed first and is further divided into various sub-categories of risks as more details emerge about the Project. The general risk mitigation strategies available for building P3s are as follows:



The general architecture of a financial model that assists a public agency to evaluate any project alternative is presented below.



The inputs/workings/outputs of each financial model are customized according to the needs of the project. The level of detailing under each input item also varies according to the situation.

A description of the key items that would be typically covered by IA under each financial modelling exercise is provided below:



Cost	Means of Finance	Revenue	Operating Expenses	Escalation Indices
Development Cost <ul style="list-style-type: none"> Preliminary Engineering Feasibility Permits/Environmental Review Special Studies Detailed Engineering and Design Construction Cost <ul style="list-style-type: none"> Direct Costs Indirect Costs <ul style="list-style-type: none"> Bonds/Insurance Contractor Markup Contingency Owner's Contract Administration Schedule and Phasing 	Grants (State/Federal) Public Sector Contribution Debt:Equity Ratio Debt <ul style="list-style-type: none"> Tax-Exempt Portion Taxable Portion Amortization Period Amortization Profile Issuance Cost Interest during Construction Period Working Capital Loans Equity <ul style="list-style-type: none"> Developer Equity Tax Equity Type of Equity Tax Incentives Discount Rate	Occupancy rates Long Term/Short-Term Lease Rate Parking Rate Accommodation Rate Advertisement/Naming Rights Commercial/Institutional rental rates Mix of residential/commercial/institutional leases Dates Development Period Construction Period Operations Period	Manpower Insurance Overheads Utilities Facility Regular Maintenance Periodic Maintenance Working Capital Receivables Period Expenses Payment Period	Construction Cost Revenue <ul style="list-style-type: none"> Annual growth in occupancy Annual growth in rates Operating Costs <ul style="list-style-type: none"> Manpower Insurance Overheads Utilities Maintenance Cost Others Depreciation <ul style="list-style-type: none"> Straight Line Method Accelerated Amortization Tax

Task 11: Market analysis/Market demand analysis

IA's methodology for Real Estate Market Analysis for GMU assets will consist of the following sub tasks. We will be using the following techniques of data collection:

- Field work – visual survey
- Interviews with leading real estate experts/brokers in the Region
- Data bases, such as CoStar, ESRI, Property Shark, and Zillow as appropriate
- Census data base
- Conduct Site Analysis**
We will conduct a site analysis of the JSTC and the immediately surrounding area to identify:
 - Specific existing uses by type, size and location - what is vacant, what is missing, what the overall observable conditions are
 - Area characteristics including the characteristics of the resident population based on current and prospective projects
 - Owners, operators and where known, developers
 - Area development trends - commercial office, retail, residential and education/cultural as relevant to the project
 - Critical issues impacting the project
 - Current and prospective Demand Trends by type, pricing and location
 - Areas of opportunity in the surrounding area
- Conduct Supply & Demand Analysis**
We will conduct a supply and demand analysis of the real estate uses under consideration. Research, interviews, data from census and other market leading databases like ESRI, CoStar will be used. We will analyze Sources of Demand (e.g. student population, faculty or staff population for housing, retail and other mixed use developments) and Indicators of Demand (Costs for rentals and sales, Vacancy Rates, Absorption, Area characteristics, New construction pipeline). We will prepare a Summary Memorandum outlining the results of our findings, including the identification and commentary on how the factors in our findings relate to the



potential development for GMU. We will submit the Memorandum for you to review and meet with you for discussion, if appropriate.

- **Conduct Economic and Demographic Analysis**

To provide a full understanding of current market conditions and identify areas where the GMU spaces can be refocused, reconfigured, or upgraded to generate higher rents and revenues (thus meeting the marketplace needs more effectively) we will undertake an economic and demographic analysis. This analysis will ultimately focus on the key market segments: users, residents, community and their needs.

We will identify critical economic and demographic factors/drivers at key transit stations that are keys to unlock opportunities, such as

- Population and Household growth in and around surrounding areas
- Job growth - by type and location and the overall employment market
- Household income growth - What is the trend and how does it define opportunity for GMU?
- Demand trends. For residential it will be cost of condominiums, and single-family residences, as well as cost of rentals and vacancy rates
- Housing Stock – owner occupied, renter occupied

Task 17: Agility and reach – ability to assemble a relevant team of education experts quickly; strong network

The IA Team has extensive experience and expertise in planning and executing an efficient process to assemble experts and access a broad network of leaders in all aspects of higher education. This will be used to assist the University in meeting its objectives for specific initiatives aligned with its overall mission.

Specifically, senior members of our team have worked directly with both private and public universities on a broad base of issues. More specifically, we have worked extensively with the largest public urban university in the United States: The City University of New York (CUNY), across its 21 separate campuses. This work has been utilizing both internal and external resources to identify and work with outstanding leaders in higher education to deal with critical goals, initiatives and planning for future growth and enhancement.

Our process typically takes the following steps.:

1. Meeting with the institution's leadership and Project Management Team to gain a clear understanding of the Goals and Objectives for a specific initiative or issue.
2. Simultaneously, work both internally and externally to identify the key areas of expertise to bring to bear on the Project Initiative.

INTERNALLY, review most usually with the University President, Provost, CFO and Academic Dean (as appropriate) to pinpoint the required expertise., and

EXTERNALLY, Identify the leaders in the field of specific expertise to be employed.

3. Taken together, we would put together a Work Plan which: (1) Specify the expertise of the assembled team; (2) Specify and confirm the commitment of each team Member; (3) Develop the tasks, roles and responsibilities of the team and its members;; (4) Set out milestones, time lines and anticipated outcomes.
4. This team of Experts would have formal meetings specified by Project Management for reporting, refining, and monitoring the work being undertaken.

The IA Team's agility and reach dovetails quite well with that of AGB (Association of Governing Boards of Universities and Colleges) Consulting. As our partners they have extensive reach into the college and university world both nationally and internationally, and has a comprehensive team of consultants who are leaders and experts in virtually every aspect of higher education. Our combined network, will provide us with the ability to act quickly and accurately to put together the right team for the right project.



TAB 6- OTHER INFORMATION



In your proposal response please address the following:

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

No

- 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.*

Not Any

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

Not Any

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

No Name Change



TAB 7- COST OF SERVICES (1-2 page as it counts against the page limit)



TAB 8 - Appendix

IA Team Resumes IA Thought Leadership

Suhrita Sen, Principal, Infrastructure Advisors LLC



Suhrita Sen is the Founder and Principal at Infrastructure Advisors LLC, New York. Working nationally and internationally for 25 years, she has successfully advised on a broad range of infrastructure and real estate projects, for both the public and the private sectors.

Suhrita's experience includes i) Strategic advice for project development and financing of large scale real estate and infrastructure investments; (ii) Feasibility studies, procurement advice, project finance, risk allocations, due diligence, for alternative delivery (Design Build /public private partnerships) across multiple sectors; (iii) Infrastructure and real estate portfolio planning, financing; (iv) Capital project/program management; (v) Governance, risk and compliance assessments, and (vi) Asset optimization & management.

Expertise

Expert P3 Advisor

Qualifications

MSRED, Master of Real Estate Development, Columbia University
MBEM, Master of Building Engineering and Management

Professional Associations

Adjunct Faculty - Columbia University - Master of Civil Engineering and Real Estate Development programs
Adjunct Faculty – Baruch College, CUNY.

Publications/Presentations

Presenter — Various P3C Conferences 2022-2016, Risk Allocations, Making Partnerships Work, Innovation, Tech & Infra investing, Smart Cities.

Panelist – IPFA, NY – ‘Smart Cities – How to Spur Future Innovation’, 2018

Suhrita was previously the Leader of Strategic Services for the Americas Infrastructure Transaction practice at Arup. She also served as a Director for Capital Projects and Infrastructure Advisory practice at PricewaterhouseCoopers and as Senior Manager for Risk Advisory Services (Construction & Real Estate) at Ernst & Young LLP.

Suhrita has extensive experience of infrastructure and real estate P3s, including with availability payments, demand risk and hybrid structures. She brings extensive experience of University capital and operating projects. She has served as an Expert P3 Advisor to the U.S. Department of Treasury's Government Debt and Infrastructure Finance program. Suhrita will serve as the Project Director on this engagement.

California State University Long Beach – Suhrita is leading IA's financial and real estate advisory role for this engagement. The University is looking to develop potential P3 opportunities for its campus that are creative, unexpected, and non-traditional alternatives. Scope includes strategic planning and ideation; P3 prospecting through market analysis for multiple real estate use types, feasibility analysis, financial modelling; as well as procurement and transaction advisory.

University of Missouri's Health Systems, Columbia campus - Directed construction cost and process evaluation with recommendations for \$300M construction of Patient Care Tower, Children's Hospital and Orthopaedic Institute.

NY State Public Health Laboratory P3 Feasibility- Conducted assessment and feasibility analysis of alternative delivery including P3 mechanisms and other collaborative industry models between academia, industry and government. Included extensive benchmarking of successful partnership clusters in Universities.



Presenter – Cornell University
Board meeting on
‘Technology and
Infrastructure Investments’,
2018

Co-author, “Frontiers of
Project Management
Research”, ISBN 1-880410-
74-5, PMI

Reviewer, 2010, “Cities of
Opportunity”, an analysis of
the trajectory of 30 global
cities.

“New horizons in Project
Performance Management” –
a paper presented & published
for PMI Global Connections.

ESG Capital Webinar – IIA
Infrastructure Plan, Co-
panelist.

Awards

‘WBC’s Outstanding Women
2016’ for Alternate Delivery,
Women Builders Council, NY

"Leading Women in Advisory,
Global" at IWLF's leadership
conclave event, Mumbai,
2014.

P3 Awards 2020 for IA –
Finalist for Diversity and
Inclusion

Oregon Health & Sciences University - Led an assessment exercise for occupancy cost reduction for 8M sqft portfolio of owned and leased assets involving the full occupancy cycle of space planning, lease procurement & administration, design/construction, facilities management/operations

Miami Dade Courthouse DBFOM P3 – Suhrita provided pre bid Design Build risk advisory services to Plaza Construction, the JV Construction Partner for the Macquarie/Sacyr team for the response to the \$360M Miami Dade Courthouse social infrastructure P3. This was one of the marquee US social infrastructure P3 transactions in 2019 and included contractual risk assessment for the bidder.

\$4B I-64 Hampton Roads Bridge Tunnel DB Project – Project Director for technical and commercial due diligence for 2 tranches of TIFIA loan totalling \$1.3B. Responsible for IA team’s services for detailed review of contract documents (DB Agreement, Project Finance & Administration Agreement, Master Tolling Agreement, Lender Direct Agreement with VDOT), design, cost & schedule risks, O&M risks including payment mechanisms, and financial impacts including insolvency/contractor replacement scenarios, sensitivity analyses to borrower’s financial model, DB contract security package analyses under risk realization scenarios.

PANYNJ \$17B Capital Program- Strategic consulting for the Port Authority of NY & NJ’s portfolio of capital programs that included projects in excess of \$17bn including WTC site (Freedom Tower, PATH station and Memorial projects), as well as all non-downtown transit projects. Also directed IA team for qualitative and quantitative risk assessment for \$3B annual capital plan program. Projects included PATH, \$2B LaGuardia Airtrain amongst others.

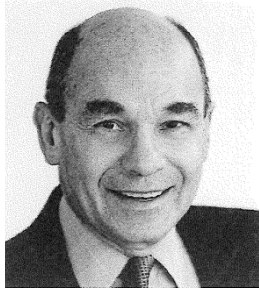
Tappan Zee Bridge, \$4B DB – Provided Design-Build bid evaluation, selection and recommendations for award to NYS Thruway Authority for the replacement of \$4B Tappan Zee bridge resulting in a saving of \$1.5B.

Goethals Bridge, \$1.B DBFM P3 - Managed a multidisciplinary (technical, commercial and financial) team to provide detailed review & risk assessment on DBFM P3 proposal to the Goethals Bridge project for Macquarie Infrastructure and Real Assets. Evaluation of all project agreements, risk allocations, payment mechanisms, costs, schedule, as well as all ability of the financial model to absorb all financial impacts of risks.

Expert Advisor, U.S. Department of Treasury – Working with the senior officials in the Ministries of Public Works and Finance, Suhrita’s role was to strengthen the effective application of private participation in infrastructure P3s in emerging countries in Africa, Asia & Latin America. In that role, she has provided capacity building/training and expert P3 advice to infrastructure banks for \$25B 4G toll roads in Colombia and in Mongolia and has collaborated with senior leadership in US Treasury, World Bank/IMF, IDB, US DOT TIFIA, US Developers and Rating Agencies.



Charlie Shorter, Senior Advisor, Infrastructure Advisors LLC



Charlie Shorter is a Senior Real Estate Public Private Development Advisor. He has over 30 years of real estate and infrastructure industry experience involving market and financial feasibility analyses, economic impact studies, structuring public/private development partnerships, creating strategic approaches to real estate usage and development projects and advising in negotiations with developers. He has worked extensively with governments, non-profit economic development organizations, as well as developers.

Expertise

Expert – Market analysis, Feasibility analysis, Transaction structuring, Strategic advisory, P3 advisory, Academic administration.

Qualifications

AB, Princeton University
MA, Columbia University

Professional Associations

Member, Urban Land Institute
(2008-Present)
Co-Chair, Public Development Infrastructure Council

City University of New York (CUNY)

Trustee (2008 – 2020)

- Facilities, Planning and Management Committee
- College Academic and Policy Committee
- Selected Presidential Search Committees

Association of Governing Boards of Colleges and Universities (AGB)
Board Member (2009 – Present)

Charlie was a Principal in the Ernst & Young LLP Public/Private Advisory practice from 1990-2000. He was also a Principal at Arthur Anderson. He began his career at TIAA-CREF before joining the Bedford Stuyvesant Restoration Corporation and Laventhol & Horwath.

Charlie is a senior real estate advisor for public private partnerships and a specialist in real estate strategic planning, market analysis, feasibility studies, and transaction finance. Mr. Shorter has extensive real estate experience with colleges and universities. In addition to sitting on the Real Estate and Facilities Committee as a Trustee of the 21 campus City University of New York, he has done real estate and market analysis for numerous institutions of higher learning. Charlie is an insider to academic administration, strategic imperatives and partnership implementations.

Columbia University Manhattanville -12 Avenue Corridor Retail and Park Study - Engaged to provide in depth market analysis for retail services in the Columbia University, Central Harlem, and Morningside Heights.

Howard University Market Study - Howard University had initiated a campus wide plan to capitalize more effectively their real estate asset. A key project provided an opportunity for a private developer to invest in a mixed-use residential and retail development targeted to student use. The University conducted an independent market analysis prior to going to the private sector and subsequently for reviewing developer proposals.

GSA, Old Post Office, Washington, DC – Under Old Post Office Building Redevelopment P3 Act of 2008, GSA redeveloped the historic Old Post Office building, land, and Pavilion Annex. Evaluation included recommended uses, design/programming, and transaction structures. Prepared, issued RFP, then evaluated proposers' financial offers, risk levels and negotiated a 75-year lease for Trump International Hotel.

GSA, South East Federal Center – Under “Southeast Federal Center Public Private Development Act of 2001” identified and selected developers/financiers for the redevelopment of a 44-acre parcel.



- Co-Chair Audit Committee
- Governance Committee

The Studio Museum in Harlem

Board Member (1978 – 2011 and Chairman of the Board ,1980 – 1986)

- Real Estate and Design Committee
- Executive Committee

The New 42nd Street Corporation

Board Member (1990 – Present)

- Executive Committee
- Design and Development Committee Chair

Founding Member of the Hudson River Park Trust Board

Former Adjunct Associate Professor in the Master in Science in Real Estate Development in Columbia University.

Structured and issued RFQ and RFP for the project; established the evaluation criteria; assisted in the evaluation to select a developer and lease negotiations leading to award.

Hudson Square Properties – Trinity Church Wall Street – Advised Trinity Church Wall Street Real Estate Investment Committee in the transaction structuring, valuation, & selection of Joint Venture Partners for investment and operation, for 12 buildings in the Hudson Square area. The JV for the purchase of the 12 buildings and six million square feet was executed with Norges Bank Investment and the Hines Organization on a long-term ground lease, with investors making substantial upfront payment to Trinity Church.

Moynihan Station Redevelopment/The Related Companies - Analyzed the Economic Impact for the dual-development schemes proposed by The Related Companies for both the Moynihan and Penn Stations. Performed financial analysis of previous development scheme for MSDC, ESD.

The Port Authority of New York & New Jersey – Selected Projects

- **Portfolio Stratification of PANYNJ Assets** – Reviewed the Port Authority's Real Estate Assets to identify and stratify potential for private sector investments. These included the George Washington Bridge Bust Station, the Goethals Bridge, vacant sites in mid-town Manhattan, Journal Square Station, and The Outerbridge Crossing.
- **42nd Street Bus Terminal, PANYNJ** –Determined potential for new retail schemes in the South Portion of the Bus Terminal. Analyzed existing retail by type and location, compared it with area retain trends, as well as national trends.
- **The World Trade Center – Leased Sites** – Appraised the post-9/11 market potential and projected lease rates for the seven parcels the Port Authority had leased to a private developer. Three potential redevelopment scenarios were formulated and a financial model created for the Port Authority's on-going use.
- **Analysis of Port Authority Lincoln Tunnel Sites** - Appraised the value and market potential for 11 sites near the Lincoln Tunnel
- **Analysis of Market Retail Rents for Jersey City Path Station** – Conducted market analysis for PATH station retail, based on station's utilization potential and Jersey City retail market trends

Pier A Redevelopment, Battery Park City Authority - Evaluated developer proposals for redevelopment of Pier A building.

The National Sports Museum, NYC – Worked with a private developer for a sports museums, conducted market and financial analysis for presentation to private and public financing for the \$80 Million project.

Roberto Sierra, Senior Advisor, Infrastructure Advisors



Roberto is an infrastructure and project finance professional with over 15 years of domestic and international experience in pre-procurement and procurement of infrastructure for public agencies through innovative delivery, including public-private partnerships (P3s). He has extensive advisory experience in business planning, commercial and investment due diligence, value for money studies, financial modeling, project structuring, development of contractual risk mitigation mechanisms, transaction execution, and negotiations.

With over 15 years of domestic and international experience and having advised on capital infrastructure projects with a cumulative investment value over \$10 billion, Roberto has developed in-depth knowledge of transportation, energy & utilities, social infrastructure, and real estate delivered through innovative procurement and a comprehensive understanding of public policy considerations associated with planning and development of capital infrastructure.

Expert: P3 Procurement

Education

- Master's International Business Management, ICEX-CECO, Spain (2005)
- BA, Economics, University of Zaragoza, Spain (2004)
- Project Finance Cash Flow Modeling, Stanford University, CA, US (2012)

SECTOR EXPERIENCE - Social infrastructure (e.g., government office buildings, hospitals, universities, convention centers), transportation (e.g., highways, airports), transit infrastructure (e.g., BRT, commuter rail), and energy & utilities (e.g., distributed utilities, renewables, water & wastewater).

Roberto is an experienced P3 professional with expertise in services required in all stages of P3s including, value for money studies, due diligence, financial modeling, project structuring, development of contractual risk mitigation mechanisms, transaction execution, and negotiations.

Professional Affiliations:

Speaker/panelist for industry organizations - National Council for P3s, American Association of Cost Estimators, British Embassy, Inter-American Development Bank, World Bank

City Of Long Beach Civic Center P3, CA (2014-2016) – Client: City Of Long Beach – Lead financial modeler for the procurement, bid evaluation, and support to the City of Long Beach during negotiations with the preferred proposer for a social infrastructure project. The project achieved financial close in April 2016. Transaction value: \$500m.

Presidio Parkway P3, CA (2010-2012) – Client: SFCTA & CALTRANS – Financial modeler for the first Californian transportation design-build-finance-operate-maintain availability payment procurement. The project achieved financial close in June 2013. Transaction value: \$350-400M..

Los Angeles Street Civic Building, CA (2018-2020) – Client: City of Los Angeles, Bureau of Engineering – Project manager and financial advisor for the procurement of a new 750,000 GSF civic center facility in downtown Los Angeles. Coordinated the development of the solicitation documents (RFQ and RFP), led the development the financial model for the transaction, and assisted in the evaluation of statements of qualifications. The procurement was cancelled in Q2 2020. Expected transaction value between \$500m and \$1bn.

Texas State University, San Marcos Campus (2014)

Financial analyst for a campus-wide combined heat and power (CHP) system. As part of the due diligence and master planning of the campus' power generation system, reviewed initial financial strategies to provide a cost-effective and sustainable campus infrastructure solution.



Distributed Utilities Master Planning (2012-2019) - Clients- U.C. Berkely, Pittsburg University, Private Developers

Financial modeler for energy/utility masterplans conducted for the benefit of a wide variety of owners, from public universities to private corporations. Evaluated the financial feasibility of distributed energy and/or utility strategies; built/reviewed cashflow models to assess delivery options based on total cost of ownership/lifecycle costs.

Confidential BRT System P3, Los Angeles, CA (2018-2020) – Client: LA Metro, Office of Extraordinary Innovation – Project manager and financial and procurement advisor for the peer review of an unsolicited proposal to implement a semiautonomous and fully electric BRT system through a P3. Coordinated a multidisciplinary team and assisted la metro with the assessment of the proposed BRT system based on its unsolicited proposal policy.

Infrastructure Policy Advisory (2015-2016) – Ministry Of Economy And Finance Of Peru – Project manager for the update of the P3 procurement policy in Peru. Supported with the development of policy guidelines (Green Book) for project evaluation gateways, risk allocation, financial structuring, and procurement for infrastructure. Delivered capacity building training on financial structuring and modeling. .

Confidential Toll Road (2017-2019) – Client: Andean Development Corporation (CAF) – Project manager for the value for money analysis and for the technical and commercial structuring of a \$1.5bn unsolicited proposal for a greenfield toll road in Peru
Texas State University, San Marcos Campus (2014)

Financial analyst for a campus-wide combined heat and power (CHP) system. As part of the due diligence and master planning of the campus' power generation system, reviewed initial financial strategies to provide a cost-effective and sustainable campus infrastructure solution.

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Districtwide Funding and Financing Strategy (Ongoing) - Client confidential.

Financial advisor for a districtwide infrastructure program, including public use components, resiliency elements, transportation improvements, and open space. Developed a cashflow model to assess program costs (upfront and ongoing), funding mechanisms such as development impact fees or value capture tools, and other sources, either public or private, to deliver and maintain the infrastructure program.

Peter Gilpatric, Senior Advisor, Infrastructure Advisors LLC



Expertise

Complex real estate and land development including major real estate PPPs

Academic

BBA, Kent State University

Professional Associations

Member, Urban Land Institute

Licensed Real Estate Salesperson, New Jersey

Peter Gilpatric provides his clients a private sector perspective to public and public/private real estate projects and opportunities. Peter has direct experience in conceptualizing, financially structuring and executing complex, mixed-use urban projects with both private and PPP capital stacks. The compilation of these experiences allows Peter to provide insight, leadership and strategic planning to public and private clients.

Peter Gilpatric spent 45 years in the real estate industry as an independent advisor and consultant; an Executive and Principal in LCOR Incorporated, a private real estate development firm that specializes in residential, office and mixed-use development and public/private partnerships; and in corporate real estate with Travelers and American Hoechst.

Peter Gilpatric aligns the needs of the private sector real estate and capital markets with public sector opportunity, policy and process to achieve highly successful developments for both private and public sector clients.

San Francisco MTA – Transit Oriented Development: Assessed the air-rights development potential of an in-fill site at the Corner of 4TH and Folsom owned by the MTA and above a newly constructed subway station. The assignment included evaluating office, residential and hospitality uses.

NJ TRANSIT Hoboken Terminal and Yards-Mixed-Use, TOD, PPP Mixed-Use Redevelopment: Project Executive and master developer for a PPP with NJ Transit to redevelop 30 acres at the Hoboken Terminal and Yard. Negotiated and executed a comprehensive PPP Master Development Agreement. This initiative included various studies of highest and best use and merging real estate and capital structures to prepare, approve and execute a comprehensive master development plan. Project required accommodating the operational and structural constraints surrounding a confluence of public transportation facilities.

Westchester, County-Landmark at Eastview Technology Space: Project Executive for the redevelopment and expansion of the 280-acre, 1,000,000 sf. Landmark at Eastview property (formerly Union Carbide's research headquarters) in Greenburgh, NY., the largest privately held bio-tech and research center in New York State. Activities included acquiring and re-purposing the asset; managing and leasing the 750,000 sf R&D facility; refinancing the property; selling the R&D facilities to BioMed Realty Trust and rezoning and selling entitled and undeveloped land to BioMed, MSG, Home Depot and Regeneron with rights to build an additional 2,000,000 sf of space.



City of Jersey City -Colgate Center/101 Hudson: Partner and Project Executive of LCOR's 101 Hudson, New Jersey's first 40 story, 1.4 million square foot office tower located at Exchange Place on the Jersey City waterfront. With the success of 101 Hudson, he led the 10 million square foot Colgate Center mixed-use waterfront development including accommodations for the NJTLRT connection at the Exchange Place PATH. Colgate Center is a highly successful and acclaimed mixed-use, high-rise, TOD community. Public sector financing and incentives supplemented private sector debt and equity and the resulting capital structures played a prominent role in achieving the project's success. Contacts:

City of White Plains NY-Urban In-Fill TOD, High-Rise Residential: Project Executive of the acquisition, financing, development, operation and sale of a 500 unit TOD (adjacent to MTA's White Plains Train Station) high-rise rental apartment project, Bank Street Commons, in White Plains. The property was acquired fee simple from the City of White Plains in the context of a redevelopment agreement. Following the successful development of Bank Street Commons, negotiated a second redevelopment agreement with the City on an abutting property for an additional 550 units of high-rise residential development.

San Francisco MTA – Transit Oriented Development: Advisor in the assessment of the air-rights development potential of an in-fill, TOD site at the corner of 4TH and Folsom owned by the SFMTA situated above a newly constructed subway station. The assignment included a detailed feasibility analysis including market, massing, financing and proforma studies of office, residential and hospitality uses over a first-floor retail podium for the 8000 sf SFMTA site.

Morristown, NJ Airport-Corporate Aviation: Assisted in development and sale of a two hanger FBO that included ATT Flight Operations at the Morristown Airport. The project included hands on experience with a public airport, private master developer and land lease; aviation facility development (corporate and FBO) including design, leasing and operations; financing; and subsequent asset sale. Related issues included addressing the FAA concerns and regulations.

Summary: During his career Peter Gilpatric has participated in the development, design, financing, marketing and management of over 10 million square feet of complex mixed-use spaces often in conjunction with public partners and requiring the integration of transportation facilities. Peter has leased over 3,000,000 sf of office and technology space as an owner, tenant and advisor and sold over \$500,000,000 sf of various assets as an owner and advisor. Peter has led project teams to entitle, finance and develop most of these projects with the singular objective of achieving high and best use and value of a property within then current real estate and capital markets.



Michael B. Francois, PP, AICP, Senior Advisor, Infrastructure Advisors

Expertise

BA, St. Louis University
MA, Urban Affairs & Planning,
St. Louis University

Certifications

-American Institute of Certified
Planners
-Professional Planner, N.J.

Awards

-Port Authority James G.
Hellmuth Unit Citation Award:
Team Leader, World Trade
Center Redevelopment
Agreements
-As Managing Director of Real
Estate Development for NJEDA,
the following:

- National Excellence
and Innovation in
Real Estate
Development Award
(CUED)
- National Economic
Development
Partnership Award
(CUED)
- National Excellence
on the Waterfront
Award (Waterfront
Center)
- N.J. Outstanding
Land Development
Award (NJAPA)
- Grand Award for
Engineering
Excellence (CECN)

Professional Associations

-Urban Land Institute, Public
Development Infrastructure
Council (Former Chair)

-American Planning Association

Michael B. Francois, PP, AICP, is a Senior Public Private Development Advisor. He is an accomplished real estate and development executive with over forty years of experience in executing complex development projects and managing large project teams. An innovative leader in the formation of development plans and strategies for executing challenging economic development initiatives. A talented administrator with extensive leadership experience in economic development as well as managing all functional areas of real estate, with an expertise in the creation of public private partnerships, planning and development feasibility analyses, as well as the management of a large and diversified real estate portfolio.

Michael was Chief of Real Estate & Development at the Port Authority of N.Y. & N. J. from 2003 -2015 and responsible for management and oversight of World Trade Center development planning and transactional functions, Regional and Economic Development initiatives, Ferry Transportation, the agency's Advertising and Sponsorship Program, and the Real Estate Services Department. Previously he was Managing Director of Real Estate Development for the N.J. Economic Development Authority where he created a fully integrated public development entity that was able to assemble development sites, secure all financing, coordinate all permits & approvals as well as retain design and construction firms to implement projects. Acting independently or as a joint venture partner, he was responsible for the development of over 9 million square feet of commercial, industrial, entertainment, educational and high-tech space.

Michael has extensive experience in planning and development focusing on complex redevelopment projects and reuse of underutilized properties, through Public/Private Partnerships that leverage transportation infrastructure investment and utilize creative funding mechanisms. Specialize in creating plans and economic development strategies to implement complex projects involving multiple stakeholders with challenging economics.

PANYNJ, World Trade Center, Silverstein Properties Inc. — Oversaw and coordinated the restructuring of the Port Authority lease with Silverstein Properties in 2006, which resulted in the Port Authority securing the development rights to Towers 1 & 5 and leasing Tower sites 2, 3 & 4 to Silverstein Properties in lower Manhattan under new terms which included sharing of construction responsibilities, delineation of development sites and land uses, performance schedules, revenue sharing, etc...

PANYNJ, World Trade Center, P3 Retail Development/Westfield – Coordinated the redevelopment planning of approximately 500,000 square feet of new retail space throughout the World Trade Center site in Manhattan which was integrated into the WTC Transportation Hub, Silverstein Properties and common space shared by a variety of entities. Also negotiated a partnership agreement with Westfield for the construction, leasing and operation of the space.



-National Assoc. of Industrial
and Office Properties, NJ
Chapter, Former Board Member

-Center for Real Estate at
Rutgers, Former Advisory Board
Member

-Guest Lecturer in Planning &
Economic Development at
Columbia, Rutgers, Princeton,
NJ Institute of Technology

PANYNJ, George Washington Bridge Bus Station P3 - Managed the solicitation, selection and structuring of a Joint Venture Agreement with Development Ventures, LLC for the redevelopment of the George Washington Bridge Bus Station in Manhattan, which resulted in a completely renovated and expanded bus station and a new 120,000 SF retail center at a project cost in excess of \$200 Million while maintaining the architectural significance of the building.

PANYNJ, Hoboken South P3 Waterfront Development Project—
Oversaw completion of the Port Authority's Waterfront Development project in Hoboken, New Jersey via the execution of ground amended ground leases with SJP Properties for a 500,000 SF office building, Corporate Commons 3, and The Applied Companies for a mixed-use W Hotel and Condominium project

NJEDA, Intl. Ctr. for Public Health P3, Newark, N.J. — In a complex P3 transaction with University Heights Science Park, Rutgers University Medical School and the Public Health Research Institute, coordinated the acquisition, leasing, financing and development of a classroom, medical services and research facility occupied by the University of Medicine and Dentistry and the Public Health Research Institute totaling approximately 200,000 SF Intl. Ctr. for Public Health. The project was executed on behalf of University Heights Science Park and include site work for future development in the Park between Rutgers University and the N.J. Institute of Technology.

NJEDA, Civic Square 1, New Brunswick, N.J. — Oversaw the acquisition, financing and development of a multi-use facility and negotiated a lease with Rutgers for the Bloustein School of Planning and Public Policy and the Mason Gross School of the Arts. Civic Square 1 was part of a comprehensive redevelopment project in downtown New Brunswick which also included the construction of an underground parking facility for the University and City as well as pedestrian improvements for the State Theatre.

NJEDA, Technology Center of New Jersey P3, North Brunswick, N.J. — Managed the redevelopment of a 100-acre parcel, former Johnson & Johnson facility, into a high tech, life sciences Research Park. Created a public/private partnership with the AFL/CIO Building Investment Trust to execute the project over a multi-year basis. Created a comprehensive development budget and schedule, Master and Site Plan for financing, administered all consulting and construction contracts for property demolition, site improvements, rehabilitation of existing buildings and construction of new buildings for lease to high tech and life science firms.

Saravleen Singh, Advisor, Infrastructure Advisors



Expertise

P3 Procurement, Project Financing and Project Management for Infrastructure Projects

Qualifications

Master of Management, IIT Bombay, India
Bachelor of Technology(Honors), Civil Engineering, IIT, India

Saravleen Singh is a Civil Engineer, MBA with experience in P3 Advisory, Project Financing, and Project Management for Infrastructure projects. He has advised different project stakeholders including Government agencies, Prime Contractors, Lenders and Investment Funds. Saravleen has experience working with various models of project delivery including P3, DB, DBB across sectors including Social Infrastructure, Water and Wastewater, Ports, Highways, and Energy. Saravleen was previously manager at Infrastructure Advisory group at KPMG.

Saravleen's areas of expertise include i) Advising government at federal, state, and municipal levels with the procurement of Infrastructure Projects on P3 model; (ii) Advising Prime Contractors on submitting responses to related RFQ and RFPs and assisting with procurement of suppliers and subcontractors; (iii) Municipal Finance Advisory including project cost estimation and reviews, unit cost of service evaluation, evaluating various construction alternatives, financing sources and estimating upfront user tariff; (iv) Advising Contractors on raising project finance for new projects, refinance for operational projects and debt restructuring for projects under financial stress.

Saravleen has extensive experience in various formats of infrastructure project delivery including P3s/DB/DBBs and others. He has worked across the various lifecycle stages of a project advising various stakeholders and would support the Program Manager in the various areas of the engagement.

\$500 Mn Technical, Financial and Contract advisory services to Federal Government in selecting a private partner for operation and maintenance of Commonwealth games stadia on P3 –Preparation of feasibility reports, Contract structuring based on market feedback and project risk allocation, Preparing bid documents including the concession agreements, Responding to the bidder queries during the tendering phase, Evaluating the qualification documents and bid responses, Assistance in awarding the Concession and subsequent negotiations.

\$50 Mn Technical, Financial and Contract advisory services to Provincial Government in selecting a private partner for upgradation of Social Welfare Facilities(Senior Citizen Homes, Schools for Special Kids, and Destitute Homes) on P3 –Preparation of feasibility reports, Contract structuring based on market feedback and project risk allocation, Preparing bid documents including the concession agreements, Responding to the bidder queries during the tendering phase, Evaluating the qualification documents and bid responses, Assistance in awarding the Concession and subsequent negotiations.



\$1.5B Asset Monetization of 10(ten) operational highway projects on P3 – Project Manager for financial and procurement advisory to federal government for monetization of operational highway projects on Toll-Operate-Transfer (TOT) basis. Services included valuation of the toll revenues and estimation of concession value, development of the RFP/RFP and Concession Agreement, and Bid Process Management for Investor selection.

\$1.2B Technical, Financial and Contract advisory services to Federal/Private sector in development of their port projects on P3 - Assessment of ports regulatory framework for private section participation through bid/unsolicited route, Review of contractual arrangements of existing projects developed on DBFOT format, Preparation/review of preliminary design and feasibility reports, Contract structuring based on market feedback and project risk allocation, Preparation of upfront user tariff setting petitions based on normative capital and operating cost principles before regulatory authorities, Preparing bid documents including the concession agreements, Responding to the bidder queries during the tendering phase, Evaluating the qualification documents and bid responses, Assistance in awarding the Concession and subsequent negotiations.

Advisor to a Federal Transportation Authority on development of Contract Management Framework for future projects to be developed on DB/DBB format– Preparing process narratives/flowcharts/tools-and-templates for key Contract management areas including Contract Set-up, Performance Monitoring, Measurement and Payment, Change Management, Claims Management, Termination and Suspension, Alternative Dispute Resolution, Insurance and Bonds, and Contract Closure.

Advisor to Private Water and Waste-Water Sector Prime Contractor for bidding on municipal DB/DBB Projects –Preparing responses to Request for Qualification (RFQ) covering various areas including Approach, Methodology, Past experience on a certain technology/area, key issues faced, key cost savings proposed, potential value added opportunities, scheduling, coordinating with stakeholders, mitigation of public impact, key risks in the project and their mitigation; Preparing responses to municipal infrastructure bids including reviewing project drawings and specifications, cost estimation for civil and architectural divisions, budget and schedule.

Saravleen has supported \$1B investments by various Infrastructure private participants on raising project finance in various sectors .

Zeba Iqbal, Advisor, Infrastructure Advisors LLC



Expertise

Real estate public-private sector partnerships

Qualifications

MBA, The George Washington University
B.Arch, BMS College of Engineering (India)

Professional Associations

Board Member – New York South Asian Real Estate Network (NYSAREN)

Zeba Iqbal is an experienced real estate professional with 15 years experience in real estate development processes and planning for residential and mixed-use projects in the greater New York metropolitan region.

Zeba's experience includes: i) Project management of pre-development for large-scale residential redevelopment; (ii) Strategic advisor on large public-private real estate development projects; and (iii) Developer selection, master planning and feasibility studies for mixed-use, waterfront developments.

Zeba was previously the Program Manager for Real Estate Development at Princeton University. She was also a Manager in the Transaction Real Estate Advisory Group at Ernst & Young LLP.

Princeton University, Princeton, NJ – As program manager at Princeton University, Zeba led the University's facilities, housing and operations senior management through developer solicitation and selection followed by fast-tracked pre-development for the University's first third-party developed and managed real estate projects. The \$200+mm portfolio included three multifamily developments totalling (almost 700 units): Lakeside Graduate Apartments - 329 units for 700 graduate students spread across on 13 acres; Stanworth Commons - 300 faculty and staff units; and Olden House - 20 furnished extended stay units.

All three projects align with Princeton's Sustainability Action Plan, and pair the values of social housing with resource-efficient site planning and architectural design.

The Yards, Washington, DC – The enactment of the Southeast Federal Center Public-Private Development Act of 2000, Public Law 106-407, provided General Services Administration (GSA) special authority to adopt innovative, flexible approaches for working with the private sector to develop the 44-acre Southeast Federal Center (SEFC), now The Yards on the Anacostia River.

Zeba was part of the NYC-based strategic advisory team at EY that worked with the GSA to transform the SEFC site into an asset where office workers, residents and visitors can live and work. The mix of land uses includes 2 million square feet of office commercial, retail and cultural



space, 3.2 million square feet of residential uses and a 5-acre public waterfront park and promenade.

EY's services included site and master planning, developer solicitation and selection and negotiating the developer agreement for the \$1.5B mixed-use waterfront development.

Park Avenue Armory, NY - Managed developer solicitation and selection for the redevelopment of the Park Avenue Armory.

Maxwell Place, NJ; Harrison Waterfront Redevelopment; NYC: New Amsterdam Theater; Harlem Piers, NY; New Amsterdam Theater, NY; Apollo Theater, NY – Conducted in-depth market and economic analyses to test the feasibility of proposed urban and/or waterfront mixed-use and multifamily development projects for private developers and government entities.



INFRASTRUCTURE ADVISORS LLC

Comprehensive Solutions for
Development Planning, Financing, Management



Ideas That Stick To Infrastructure

CREATING SUSTAINABLE RESILIENCE IN LONG TERM INVESTMENTS

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Creating Sustainable Resilience In Long Term Investments

(a challenge shared by hard hats and geeks)

Suhrita Sen and Dan McClure

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It's hard to build something substantial that's durable enough to last a long time. It's harder still to create an ecosystem of actors, resources and business models that supports the continuing use and evolution of such big investments.

Long term assets are only valuable if they continue to serve the ongoing needs of their users. This is true of any investment, whether it's a highway serving commuters trying to get home from work, or enterprise software application serving business executives trying to survive in a competitive marketplace. Major investments are made in assets specifically because they are expected to deliver strategic value for many years.

That promise of long term value is simple to make when the programs are just plans on a drawing board. There are indeed long term benefits to well-conceived upfront investments in assets. Yet, in a world where both the frequency and scale of change is accelerating, how do organizations manage these investments to continue delivering value? Fundamental changes in stakeholder priorities, new technologies, shifts in demographics, or new social behaviors all have the potential to cascade through an asset's supporting ecosystem. Keep in mind that just 20 years ago, there was no Internet. If viable self-driving smart cars enter the market, what happens to the assumptions underlying investments in transportation, technology, energy, safety and security?

Creating resilience in a changing world requires embracing a healthy mix of prescriptive and adaptive processes. The prescriptive ones can be predicted and controlled based on our historical experience, the adaptive ones cannot be predicted and hence have to be shaped collaboratively within an acceptable framework. Fortunately there are tools at hand for this work. Resilience can be provided through the way the program is managed, the way the actual assets are designed, and how funding/financing and contracts are handled.

We get an added advantage from looking at two different industries, physical infrastructure and business technology, that are facing the same underlying issues. Some of the following strategies are applied in both fields, others are still dominant in one or the other; however, they all address the root challenge of sustaining the viability of complex long lived assets in a changing world. In the end, the goal is to support a complex ecosystem of people, assets, functions and finances that are responsible for making sure the big investment continues to deliver value over time.

A First Step: Align Incentives Across Functional Responsibilities

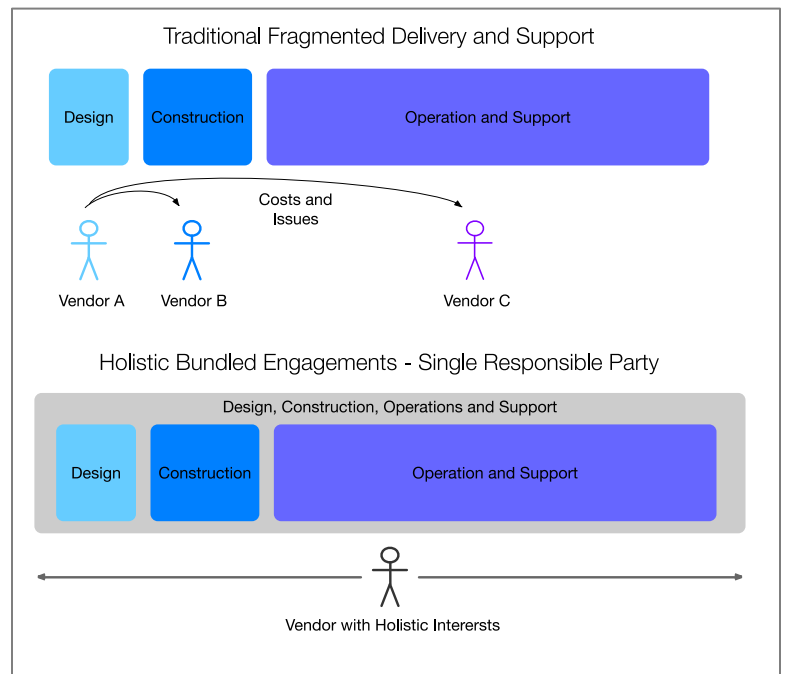
Sustainable resilience of an asset's entire support system consisting of various functions like design, construction and operations, is key to the strategic value of any long term investment. The first challenge is the historical tendency to break these programs up into sequential phases. A waterfall of different contractors, each performing one step in a sequential process, designs, builds and maintains the asset. In this fragmented arrangement there is a natural incentive for each participant to optimize their work around their own self interests, pushing costs and problems down the road.

To counter this every-man-for-himself calculus, there has been a steady move toward a more holistic approach for creating long term assets. In the case of public private partnerships (P3s), public infrastructure projects combine the design and construction of physical assets with their ongoing maintenance and operation. We celebrate this as 'life cycle costing' or 'bundling'. Combining the stages of development and the subsequent operation under one party aligns the incentives across the entire program.

Under P3's no one participant gets to save at the expense of someone else. When work moves from a model of highly fragmented specialists, to an approach that combines the key phases of development under one team, an engineer may no longer simplify their work up front at the cost of someone else's additional design time and effort during construction. Likewise shortcuts in materials and craftsmanship during construction may lower the cost to develop an asset but the strategy isn't profitable if that later pushes up the cost for maintenance. With the right alignment of incentives over functional responsibilities, cost saving innovative acts can be induced.

Similar issues exist in software technology development where short cuts in design and development can materially accelerate the delivery of software system, but increase the cost of future support. This "tech debt" quickly accumulates like a series of makeshift highway patches, until the system is effectively beyond the possibility of support and repair. Full lifetime ownership of technology allows intelligent ongoing tradeoffs of efforts that reduce tech debt against their own future savings.

While it may seem that technology changes quickly and therefore is naturally built for frequent replacement, this is not true for some of the biggest technology investments. Large long term assets that provide the foundation for business operations exist for years. It has been decades since any new system was written using COBOL a software language originally developed in 1959, but IBM estimates that over 200 billion lines of this antiquated code are still in use¹. Since these big strategic systems can cost billions of dollars to replace, there is little appetite for throwing them out with each new shift in the world around them.



The Second Step: Align Incentives Across Time, In The Face Of Change

Even with a single responsible party, there must be an additional premise; incentives must be aligned over time. The financial model takes this as far as possible by quantifying the known knowns and anticipating the known unknowns. The return on investment is calculated assuming that the present and the future will play nice.

Yet changes happen over time. The business models of even committed vendors can become deeply dysfunctional when its fundamental assumptions are invalidated by a changing world. And in the absence of a decision mechanism to find equilibrium, opportunistic behavior surfaces.

Statistics reveal that many P3 contracts have been renegotiated to a new equilibrium (mostly to the private parties' advantage) globally. But, when a long term contract is renegotiated, the premise that the short term is on equal footing with the long term is fundamentally violated. It is also a violation or failure of the sanctity of the bid and award process, which is the public sponsor's primary responsibility (tax payer's monies) in a P3 process. While weaker institutional frameworks and lack of public sector foresight resulted in many of these challenges, it is fundamentally difficult to align incentives over time. Can the bid and award process that extracts a fair market pricing through a competitive process today be fair in a variable tomorrow? When considering long term contracts for long term assets, should the impact of changes be adjusted to restate the promised equilibrium or restate a new equilibrium? How will we define fairness tomorrow?

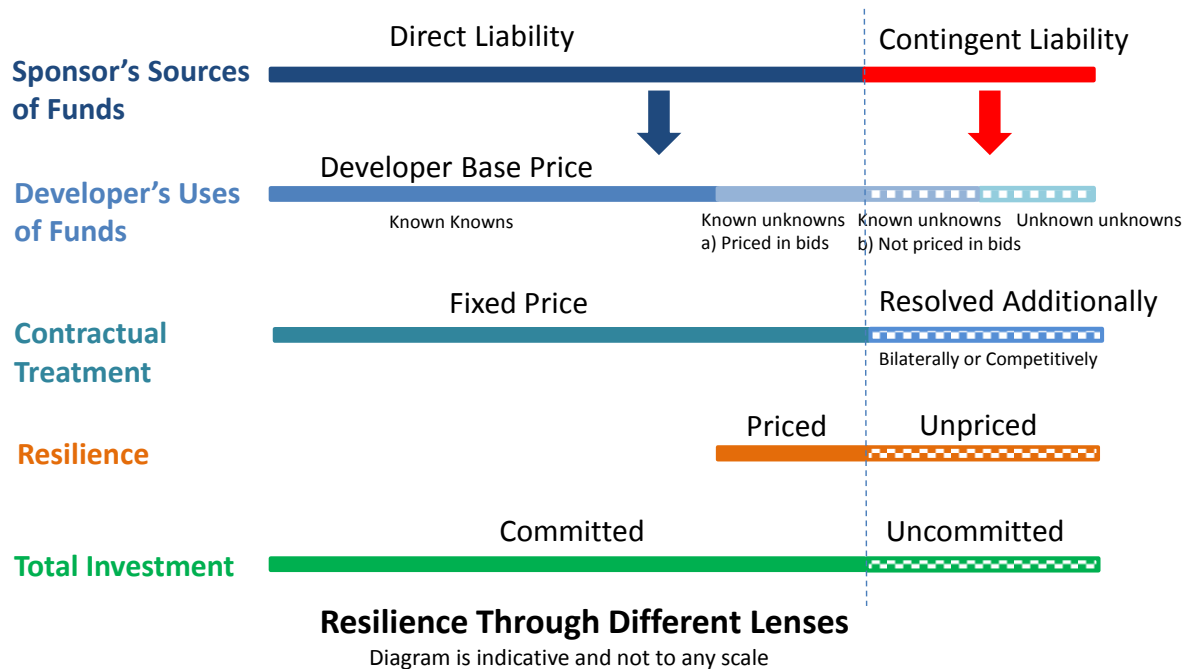
When considering long term contracts for building and operating strategic assets, the fundamental big question becomes, can we really make iron clad contracts and irrevocable decisions in the face of uncertainty? The problem with the intent to contractually lock down the impact of change is that it is still impossible to prevent the source of the new and novel change. The world changes regardless of the lawyers best efforts. While radical change may not be the daily norm for large assets like highways, ports, airports and enterprise software, when it does occur the effects are deeply disruptive in unpredictable ways. More importantly, incremental changes in our worlds create new business contexts that generate obsolescence in existing business structures; which if not managed well, will eventually lead to discontinuity.

The solution cannot be to resist change or even anticipate it with ever more rigorously designed structures. With each failure, while it is possible to add new criteria to the agreement, each addition creates the need to manage conflicting risks, and bloated contracts end up reducing flexibility in the name of containing risk.

Several years ago Dan had the opportunity to observe a large global manufacturer as it made a strategic move to consolidate its software development and support operations under one very large contract. It was awarded through a bruising bid process and seemed to align with the goal of bringing ownership of long term assets under one provider. Unfortunately, as the global software market rapidly matured the underlying assumptions that high quality, low cost technology talent would be available were invalidated, as growing worldwide demand stressed even the large resource pools of India and China. Facing a financial no win situation, the vendor began delaying work and escalated the scope of small tasks to make up for an untenable financial reality, effectively freezing the software development of key technology initiatives. There was little hope in holding the vendor's feet to the fire. The world in which the original contract was negotiated no longer existed.

The following structural features leverage contractual white spaces to create resilience:

Delay Irrevocable Decisions: Delay irrevocable decisions until uncertainty is reduced. If undertaken with care, and aided with an appropriate governance process, such just-in-time decisions can mitigate risks and manage complexity. For project risks that are fully retained by the public sponsor, ‘Compensation’ clauses in Project Agreements provide the opportunity to make new decisions or alter decisions in the face of complexities and changed circumstances. If these retained risks (like environmental, unknown ground conditions or right-of-way acquisition) alter the time or cost of delivery of the project, a ‘compensation’ or price is paid for the deviance. ‘Termination for Convenience’ and ‘Extended Force Majeure’ clauses are also examples of provisions for exercising flexibility. These contractual white spaces can be utilized in changing circumstances and can be nested to fit within the broader contractual equilibrium. For sponsors, these generate contingent liabilities for fiscal accounting purposes and should be managed accordingly with separate fiscal provisions.



Replace Prescriptions with Options: Creating options and alternatives with a price for participation, is a useful solution to the problems of inflexibility. An appropriate combination of prescriptive and adaptive processes is key. However, such flexibility cannot be a synonym for opportunistic behavior. Adaptive choices need to be monitored to assure that there are a) no additional benefits to either party to the transaction; and b) no reduction in the developer's overall incentive to enhance efficiencies and contain life cycle costs. ‘Financial Model Adjustment’ clauses in Project Agreements may revert to ‘No better – no worse’ positions, on key financial metrics for restoring the original equilibrium between parties. Cost benefits that accrue from refinancing or innovative construction means and methods may also be shared in a predetermined manner to incentivize parties to the contract. Big ticket items may be competitively bid instead of bilaterally negotiated. Variable term contracts are good options for assets with revenue risks – the contract term remains variable until the revenue required to achieve base case IRR is achieved.

Management of a long term process and partnership also merits additional thoughtfulness and sophistication around some not so uncommon issues:

Reward Innovations in Resilience: Every complex system has its own risks and vulnerability to change. Recognize the value of building in resilience into the structure of the project. Integrate this approach in the upfront strategic planning for the project, as well as use evaluation criteria that encourages resilient thinking in bids. Evaluating and selecting bids for best value will reward innovations in resilience.

Risk Management: Theoretically, contracts protect all parties optimally and provide an allocation of risks that incentivizes project engagement. However, risks are merely allocated and transferred to the party that (theoretically) has the best experience of mitigating them. They do not go away. For example, many construction risks may be structurally impossible to mitigate because of the complex mix of exogenous and endogenous challenges that are inherent in the industry. Financial security packages are merely a buffer for the lender, and are activated when the risks have already realized. As a result, active prevention remains key - irrespective of the assigned party's ability to mitigate risks, the approach to designing and building long term assets should work so that they are not realized in the first place.

Expect to Be Fair: Long term resilience in a changing world ultimately requires the collaboration of multiple stakeholders. Adversaries make poor agents of resilience. While protracted disputes may be possible around unforeseen change, the more effective approach will be for all parties to play for a win-win outcome. An appropriate governance system should strive to actively collaborate on delivering business value by continuously aligning contractual and working incentives in new contexts. Fair long-term outcomes need resilience, and resilience requires fairness.

The Final Step – Build Resilience into Design Solutions

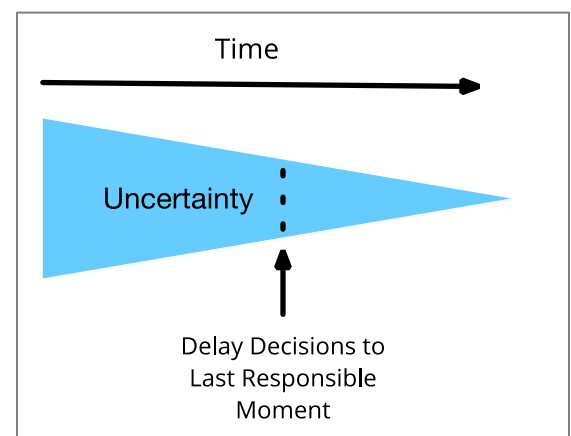
Long-term assets with extended service lives inevitably exist in unpredictably variable environments. To expect otherwise is wishful thinking. These assets need a design model that allows investment in resilience, anticipating the inevitability of change in both the use and operation of big investments. Rather than being surprised by change, the ability to adjust, adapt and respond must be part of the original approach. Such long term robustness can be designed explicitly, such that the asset can flourish:

Actively Learn and “Pivot”: The desire to lock everything down up front not only forces unnecessarily early decision making about the design of the asset, it abandons the opportunity to learn and adjust as the program progresses. In technical product innovation there has been growing use of an approach labeled “Lean Product Innovation”. This methodology makes learning and responding to change a part of the ongoing design and construction strategy. It asks the teams designing and constructing the asset to intentionally measure performance on an ongoing basis, ask questions about use and effectiveness, and leverage these insights to pivot the design and construction from the original plan.

Delay Engineering Choices to Last Responsible Moment: In the same way that irrevocable contractual choices can be deferred, resilience in the asset design can be improved by delaying key design choices “until the last responsible moment”. In technology, this means the point at which key foundational choices must be made in order to support the rest of the design process. This strategy of delaying design choices not only responds the challenge of handling change, it also provides a way of dealing with the uncertainty of known unknowns and unknown unknowns.

It might seem to be that this strategy has limited application in concrete infrastructure projects, but there are big and small examples of where this isn't true. Building large highway projects in phases, assessing demand with a limited number of lanes initially and then adding additional lanes or even mass transit in response to demonstrated demand helps delay key engineering choices until more real world information is available.

Leverage Flexible Architecture: The variety of potential changes to a design is staggering. Trying to plug the dike in every possible way is hugely expensive. Technologists have tried to do this in the past with big powerful applications



that could respond to any kind of change. The systems provided flexibility, but ended up costing a staggering amount to build and maintain. As a result, looking for cheaper forms of flexibility has been a major focus of technologists in recent years.

Modular design has become a favored approach. Modular designs enable different elements of a technical system to be swapped in and out without re-architecting the entire approach. Increasingly, new technology developments are creating a counterpart for this strategy in the world of infrastructure development. Historically, electrification of rural areas was a hugely expensive effort that required extending the electrical grid through new right of ways. More power required a bigger grid. Today, with smart grid technology and the development micro power generation options, it becomes possible to expand the availability of electricity by adding small distributed power sources where they are needed rather than building up the backbone of the power grid. In developing countries, self contained rural solar power systems can jump start electrification with small local investments.

Make the Case for the Cost: Like anything else of value, resilient engineering options come at a cost. A program with greater flexibility may require higher levels of sponsor equity or funding. Often times, the cost for building this resilience, will be incurred early in the design and development of the program, far from when the threat of change will be felt. To make this a rational investment for the project sponsor, it will be imperative to know that any easier outs are denied them. The case must be made that there is ultimately no avoiding immediate costs of preparing for an uncertain future.

Sharing Insights to Master Resilience

Historically organizations have invested large sums in assuring compliance. Similar commitments need to be taken to developing a capacity to manage resilience. It takes tremendous experience and expertise to know which options and decisions to keep open; and an acceptable timeline for taking those decisions, without jeopardizing the project outcome.

This is a complex challenge is rooted in the very nature of long-term assets that operate in a changing world. Major infrastructure programs with decades long operating lives fit this category, but so do many technology projects. Seeing this as a broad issue allows us to step back from the details of a particular business domain, and recognize the shared patterns. This in turn enables us to look for a theory of action that is rooted in an understanding of the underlying problem. It's a case where road builders and software developers may be able to help each other see more clearly what is at the heart of the challenge of building for change.

Authors from Different Worlds

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Ideas That Stick To Infrastructure

‘DBF_M’ Social P3s – What About the Missing ‘O’?

‘DBFMO’ Models Demonstrate The Full Potential of Social Infrastructure P3s

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A 'DBF_M' Social P3s – What about the missing 'O' ?

'DBFM-O' Models Demonstrate the Full Potential of Social Infrastructure P3s

Peter Gilpatric and Suhrita Sen

Typically, the functional model for an adaptive reuse of a social infrastructure buildings have two major components:

- Preservation, restoration, renovation and maintenance of the physical facilities over the presumed useful life (30-40years) of the asset for its intended use;
- Performance of the space to assure that the intended use or operations is efficiently and effectively maintained over the presumed life of the contract. This is separate and apart from the risk of demand of the operations of public services; rather it is a question of the facilities being 'fit for purpose' or its highest and best use, especially as the operations of the facilities can be expected to evolve over the long term.

Aligning and providing efficient and cost-effective solutions for the two components within a single contractual model provide the public sector with optimum results and a favorable value for money over the short and long run for any social infrastructure real asset.

When a DBFM P3 contractual model is used for a social infrastructure asset, it aligns the public and private interests, and for the most part, synthesizes identifiable and quantifiable risks and value propositions:

- The **design-build** component will be matching the public sectors scope to an acceptable set of plans that are then bid to achieve value. The process can and should achieve the best integration of technologies and innovations available in the marketplace. The critical element of the design/build component is assuring the public-sector that the resulting asset completely meets their specifications for today and tomorrow.
- There are many workable **financial structures** that combine public funding with private financing to achieve an acceptable project cost over the term of the deal or useful life of the asset: there are structures that use no public funding and structures that simply use the low cost of public financing.
- **Maintenance** which includes repairs, general maintenance and replacements over the term of the deal is an equally important component of the DBFM. Assuring high quality asset monitoring standards are as important as is assuring that the asset embraces beneficial changes in technology.



By not including the operational function in the DBFM structure contractually, the assumption is that the underlying asset is intended to be operated with long term commitment and certainty.

However, the exponential change in the process of governance through our digital states, cities and counties is changing the entire dynamic of operations and the associated need for facilities and infrastructure. This is applicable for all categories of social infrastructure assets - a) Education, b) Health, c) Administration & Finance as well as d) Law Enforcement & Correctional services.

Given the advances in cyber security, open government, connectivity and big Data, e-government, business process automation and virtualization, as well as voice recognition, robotics, drones and virtual Reality; it seems highly unlikely that a government department will operate over a 30-40-year period as it does today. There will be exponential changes leading to new strategic alliances and innovative ways of serving this important public need.

Furthermore, unlike infrastructure, any real estate or building can be put to a multitude of uses. The highest and best use of a facility is the ultimate Value for Money. Performance of the physical space and its highest and best use is a less defined but unique component of a social infrastructure P3 and the component that can most easily disrupt the DBFM value proposition when an asset fails to perform in an ever-evolving operating environment.

As a result, it is possible that the space requirements for a social P3 may change in the future, and the DBFM contract will not be able to optimize the highest and best use potential of the underlying real asset. Thus the performance of the space or asset becomes a critical risk for the public sector to mitigate. This also is the principal opportunity over the long term.

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Solution

- The introduction of 'O' (operations) to The DBFM model can generate the DBFMO model for social infrastructure P3s – a potential solution to the evolutionary aspects of a buildings use and technological changes. The Operations component in these real estate models are structures that go beyond DBFM components to enhance the public-sector position. There are three such O components identified below as working examples of how the P3 envelope can be expanded using conventions common place in the private sector. Highlighted are 'L' for Lease, 'JV' for Joint Venture and 'C' for Collaboration.

- **DBFML model – the Lease:** This model takes all the benefits of the DBFM model and adds flexibility in the form of a lease between the public sector and private entity. The lease structure would allow the public tenant to vacate all or a part of the space at set intervals should the performance of the space no longer serve the purpose. By including the lease concept, the performance risk is mitigated and shifted to



the private sector. The public could retain the asset in the long run by leasing the “as is” asset to the private sector and in turn leasing the rehabilitated space as a subtenant.

- **DBFMJV model – the Joint Venture:** This model establishes a joint venture between the public and private sectors for creating a modern social infrastructure that could have alternative uses if the building no longer served the performance needs of agency. In this model, the public sector will have mitigated the performance risk and will have participation in the profits achieved through re-purposing of the asset once the public sector vacates. The private real estate industry takes the risk on changes in use over time.
- **DBFMC model - Collaboration:** This model adds collaboration while keeping control with the public sector. It facilitates collaborations to better manage the performance risk of the asset over the long term. A collaborative-model can bring dynamic partnerships into the space to enhance and assure performance over the long run. Collaborations could include technology-based solutions and other innovations associated with the core public service associated with the owner agency like IT, cyber security, advanced engineering or other innovative initiatives that may benefit from co-location and generate new revenues from technology commercialization. Such collaborations could be accommodated in the future with a provision to lease space to for-profit or not-for-profit private uses that may build a deeper value chain and facilitate the use of a scalable infrastructure through shared core facilities for complementary uses.

Each of these operating models can be considered contextually, e.g . as legal parameters may permit, and all are viable. Their differences are the extent to which the public sector has the authority and deems it to be in the public’s interest to mitigate its risks and in most cases either reduce overall costs, increase flexibility and maintain state-of-the art service for 30- 40 years.

Thus, the ‘DBFM-O’ Models Demonstrate the Full Potential of rehabilitating public buildings using P3s.

As the P3 models expand, the opportunities to access private financing structures also expands. The private sector invents financing vehicles that match almost any legal risk/reward profile. The current P3 models are based on time tested and trusted private structuring models that are backed with appropriate documentation to protect the parties. The large leap for the public sector is to embrace private structuring solutions to solve public operational and financing challenges. There are endless operational examples of private-private ventures and collaborations that produce win/win propositions. The P3 process on the public side is the window of opportunity to access additional capability at lower costs while safely managing the associated risks.

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