



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

**STANDARD CONTRACT
GMU-1827-23-19**

This Contract entered on this 04 day of April, 2023 (Effective Date) by AArete, LLC hereinafter called “Contractor” (located at 200 E. Randolph Street, Suite 3010, Chicago, Illinois 60601) 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: George Mason University cannot guarantee a minimum amount of business under this Contract.
- 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.

Team Blended hourly rate: \$247 - \$271

Team Travel Blended hourly rate: \$297 - \$321

- 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, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- A.** This signed Contract;
 - B.** Data Security Addendum (attached);
 - C.** Contractor’s Best & Final Offer dated February 02, 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 which shall not be unreasonably withheld. 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 upon advance written notice and such audit shall not disrupt or impact the day-to-day operations of Contractor and any and all books, records and documents shall remain the Confidential Information of Contractor.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written acceptance by both parties. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same

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

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

- O. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. **CONTINUITY OF SERVICES:**
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due written notice and a thirty (30) day period to cure any alleged failure or deficiencies, 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:** Both parties 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..
- 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, 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..
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or resulting from Contractor's negligent performance of services 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. In no event shall Contractor's liability to George Mason University, the Commonwealth of Virginia or any other party arising from this Agreement or the performance of any services exceed the fees paid to Contractor for the portion of the services giving rise to the claim of liability.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

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

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

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

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

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights to the Deliverables 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 in the Deliverables, 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 which shall not be unreasonably withheld. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary

to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

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

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

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration,

and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

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

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

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

QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University. Nothing in this Agreement shall be deemed to require Contractor to return or destroy any information or data that is held pursuant to applicable law, audit requirements, as necessary to maintain accurate and complete records of performance, as necessary pursuant to Contractor's document retention policies and as an archival backup.

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.

AArete, LLC

DocuSigned by:



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Signature

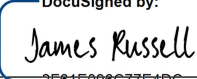
Name: John Marchisin

Title: Managing Director

Date: 4/4/2023

George Mason University

DocuSigned by:



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Signature

Name: James Russell

Title: Purchasing Director

Date: 4/5/2023

**Data Security Addendum for inclusion in GMU-1827-23-19 with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and AArete, LLC ("Selected Firm/Vendor") dated April 04, 2023 (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

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

2. Data Security

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

compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

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.

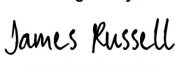
IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

AArete, LLC

DocuSigned by:

 By: _____
1AC4643FD825429...
 Name: John Marchisin
 Title: Managing Director
 Date: 4/4/2023

George Mason University

DocuSigned by:

 By: _____
2F61E096C77E4DC...
 Name: James Russell
 Title: Purchasing Director
 Date: 4/5/2023



Academic and Business Consulting Services

February 2, 2023

GMU-1827-23

BAFO Pricing Addendum



AArete LLC

John Marchisin | Managing Director

jmarchisin@aarete.com | 732-492-5129



Cost of Services – BAFO

Please find AArete’s original and current, Best and Final Offer (BAFO), blended hourly rates to perform services for Mason. We appreciate the opportunity to become a strong partner to the University, and in that spirit we have reduced our rates by ~5%. The blended rate is provided as a range, with the exact amount to be determined by the mix of resources required for each engagement.

Resource	Original Proposal 10/26/22		BAFO Rates 2/2/23	
	Remote Blended Hourly Rate	Travel Blended Hourly Rate	Remote Blended Hourly Rate	Travel Blended Hourly Rate
AArete Team	\$260 - \$285	\$310 - \$340	\$247 - \$271	\$297 - \$321

We have included remote rates and rates inclusive of travel expenses to the Fairfax campus. The travel rates would be billed for all billable hours in any week that requires travel to Fairfax and assume a minimum of 30 hours of billable time for that week. If the billable time is less than 30 hours, AArete will bill the expenses at cost, per Commonwealth of Virginia travel per diems.



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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

during said period.

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

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

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

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

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

pre-authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Security Breach

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

5. Audits

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

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

Selected Firm/Vendor

George Mason University

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____

October 26, 2022

Davena Reynolds, Senior Buyer
4400 University Drive
Mail Stop 3C5
Fairfax, VA 22030
dreyno3@gmu.edu



Dear Ms. Reynolds,

Thank you for the opportunity to respond to the George Mason University's (Mason) request for proposal # GMU-1827-23 to provide Academic and Business Consulting Services. At AArete, recently named to the **Forbes list of World's Best Management Consulting Firms 2022**, as well as receiving **three ISO (International Standards Organization) certifications**, we are guided first and foremost by a commitment to our clients' success.

AArete recognizes Mason's goal of becoming a higher education innovator, and we have the experience and capabilities needed to guide new university initiatives that enhance Mason's student services and expand innovation, growth, and access across Mason's campuses and online presence. Through our extensive industry and functional knowledge, subject matter expertise, and proven success supporting university clients across many of your RFP service areas – including benchmarking and data analysis, strategy development, financial assessment and modeling, operational improvement, administrative operations and procurement support and transformation, and more – we are uniquely qualified to achieve your immediate and long-term goals.

As our partner, you will be supported by an AArete team with deep expertise in six of the Statement of Needs areas to support Mason programs that expand access to higher education, leverage technology to enhance organizational efficiency, and fulfill strategic initiatives. In this proposal, we describe the capabilities, experience, and approach AArete offers that will benefit the university. At AArete we pride ourselves on our ability to implement change in complex situations. We are committed to bringing urgency to act to Mason with the right mix of expertise, change management, and people development to meet your immediate and long-term goals.

The proposed pricing is based on our understanding of the scope in the RFP. We are flexible and willing to discuss pricing if the scope/deliverables are different from our understanding.

We look forward to working with you and your team on this important effort.

Sincerely,

John Marchisin
Managing Director | AArete LLC
jmarchisin@aarete.com | 732-492-5129



Academic and Business Consulting Services

October 26, 2022

GMU-1827-23

AArete LLC

John Marchisin | Managing Director

jmarchisin@aarete.com | 732-492-5129

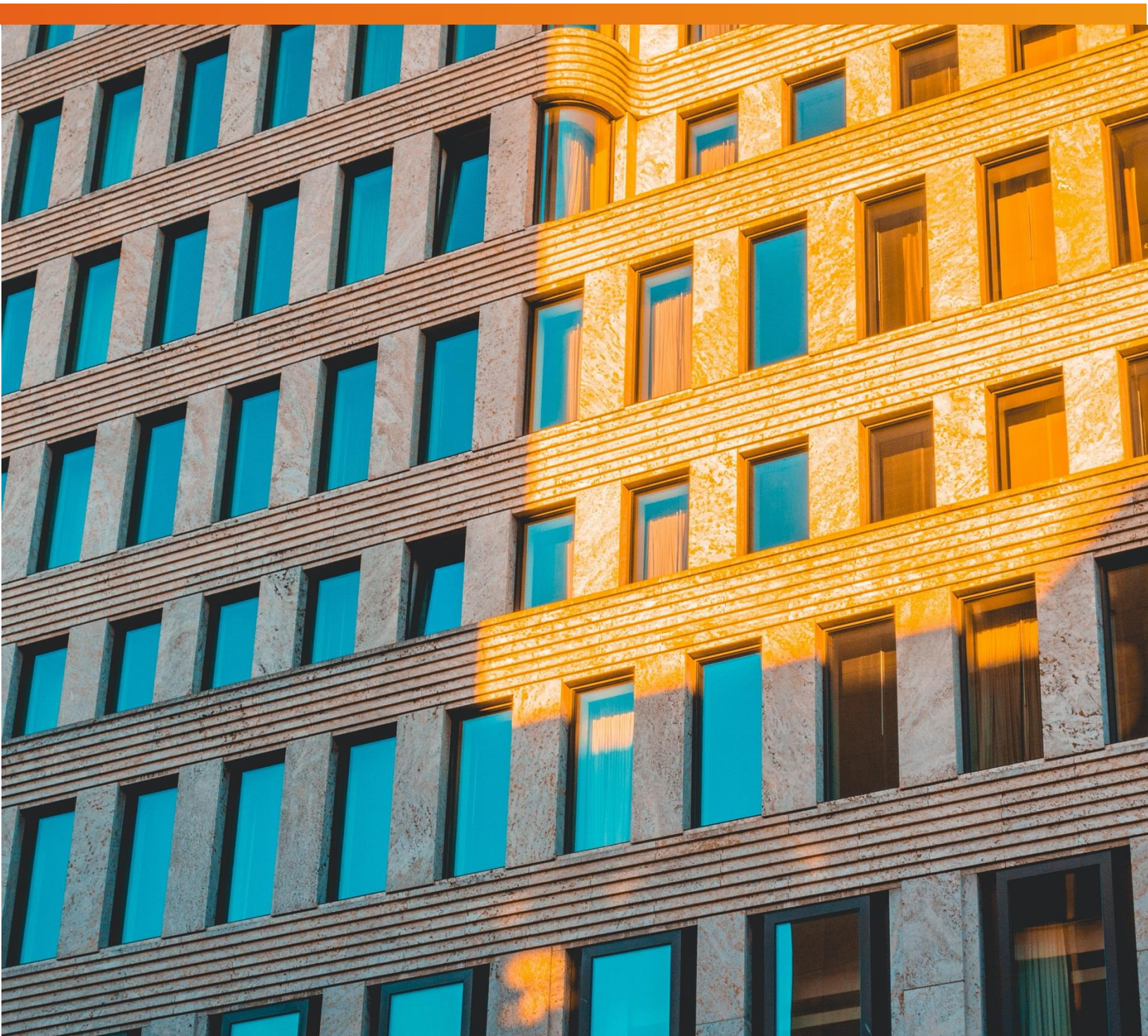




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XIII.A.2.d Redacted Information Summary

Our proposal contains confidential and proprietary information. A summary of confidential information is below, and it is requested that this information not be disclosed publicly. All this information has been redacted in this version of the proposal.

Information We Request Be Protected	Section Where this Information Can Be Found in the Proposal	Why We Request This Information Be Kept Confidential
References	XIII.B.4 References and Engagements	We value our clients' privacy and prefer to not release their names, contact information and dollar value publicly.
Hourly Rates	XII Cost of Services	This information is sensitive to our firm.

XIII.B.2 Executive Summary

Offerors must submit an executive summary at the beginning of the proposal response not exceed 2 pages. Proposals should have a 2-page executive summary as its first two pages.

AArete is honored to submit this application in response to RFP # GMU-1827-23 for Academic and Business Consulting Services. AArete, an award-winning consulting firm with our most recent award from **Forbes** as one of **World's Best Management Consulting Firms 2022** (see other Awards and Certifications in the Appendix), brings the right combination of experience, knowledge, and skills to deliver the services requested by Mason under this RFP.

Our understanding is that Mason seeks to establish a pool of qualified vendors and the vendors shall be engaged as needed. We are confident that we are aligned to support you in achieving your objectives. AArete's depth of experience and successful past performance in the higher education market make us an excellent choice for this partnership with Mason.

AArete is a global management and technology consulting firm specializing in operational transformation, cost and spend management improvement, digital transformation, and advisory services. Our cross-industry solutions are powered by modern technology, market intelligence, and big data to drive purposeful change and actionable outcomes. While this RFP is requesting a variety of specific services, we pride ourselves on being able to solve even the most complex business problem. At AArete, we mobilize the right people, skills, and technologies to help clients achieve high performance. AArete's 500+ person team will deliver small firm white glove treatment with large firm outcomes and expertise. Our team of problem-solving consultants, data scientists, and technologists will be able to work closely with the Mason staff to not only solve their complex business problems but also impress upon them the innovation that can come from a firm such as AArete. Our team has strong experience and references, and we are excited about the opportunity presented by this request.

AArete is proposing to provide the following services:

1. Higher education benchmarking and data analysis
6. Organizational and operational assessments and improvements
8. Strategic communication and change management of new initiatives or joint ventures
10. Business and financial modeling
16. Extensive experience in developing and growing DEI initiatives in higher education
18. Business process mapping, automation and change management consulting

Our Higher Education Expertise

Higher Education is one of AArete's focused named industries. We understand the complexities, the culture, and the ways to effect campus change. We are proud to have partnered with dozens of universities, with many being continuous active clients for 10+ years. This commitment is witnessed with 38% of our staff having supported Higher Education clients. Our capabilities and commitment to Higher Education was recently recognized by AArete being selected as an E&I Consortium professional service partner to their members for Business and Financial Services and Student Services.

Our well-versed and diverse team of leaders have worked with many higher education clients, from small private colleges to large public R1 Universities, assisting with administrative operations and procurement transformation, strategy development, benchmarking analysis, cost reduction, change management, alumni donor engagement, and supplier program audit. We have partnered with our higher education clients with business intelligence and analytics consulting throughout these projects. Our team of experts in higher education have a diverse background enabling AArete to serve as an integral player on a wide variety of projects and client issues, utilizing AArete's

Center of Data Excellence (CODE) team and Knowledge Management Center (KMC) data repository to solve our clients' needs quickly and adequately.

AArete has a long history supporting higher education institutions with procurement, organizational and operational assessments and improvements, and technology and digital transformations. From developing new organization structures to driving industry leading cost control efforts, AArete has proven leadership as higher education experts. AArete has collaborated with universities in:

- Driving strategic cost reduction and cost containment across all campus categories
- Assessing current state and defining future state of individual organizations
- Developing and implementing improved procurement processes
- Building more efficient procurement organizations
- Implementing and optimizing technology and data improvements
- Organizational and operational assessments and process improvements
- Benchmarking analysis, strategy development, and change management
- Establishing strategic supplier diversity program

Method of Approach

Our proposal considers our proven and results-oriented Approach and Methodology. We have a robust methodology that is adapted to every client based on their goals and objectives, requirements, timeline, and budget. Our methodology is flexible in that we meet clients where they are today and listen to where they want to be in the future. While the overall approach and fundamentals of the methodology remain consistent, we customize and allow for flexibility to accommodate each unique project and client. A detailed description of our approach is included in the Approach section.

We approach all client projects with the highest professional standards and integrity while remaining compliant with state, local and federal regulations. Our client engagements are professionally project managed to ensure deliverable and timeline commitments are met. We maintain quality checks at all steps of our process and utilize project management tools that ensure proper visibility into each initiative's progress. A key tenet to our client engagements is communication. We stress frequent and timely communication, proactive mitigation of risks, and constant feedback from our clients to ensure continuous improvement.

Diversity, Equity & Inclusion (DEI)

AArete is committed to Diversity, Equity & Inclusion. Inclusion is a core company value, AArete maintains an active DEI council to further our own organizational DEI goals. For our higher education clients, we draw on our own successful practices to increase diversity into their institutions, recruiting diverse employees and interns and ensuring diverse and equitable supply chain mission statements, policies, and processes.

AArete is a strong supporter of the Commonwealth of Virginia and Mason's SWaM goals and we often team with SBE/MBE/WBE firms to deliver our services.

XIII.B.3 General firm background and information

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

AArete is a global management and technology consulting firm headquartered and incorporated in Chicago, IL, recognized by Forbes, Vault and Consulting Magazine as a top consulting firm, with over 500 employees globally. Our Managing Directors founded AArete in 2008, after 20 years of working together in a Big 4, publicly traded consultancy. AArete's principal goal is to increase client's financial position and operational efficiency in support of their mission. Since our inception, our engagements have been – and will continue to be – measured by financial and operational improvement realized by our clients. We are committed to excellence, and we pride ourselves on successful outcomes that exceed our client's expectations. While Higher Education is focused industry vertical for AArete, we bring experiences from a range of industries to our clients:



Figure 1: AArete Core Industries Expertise.

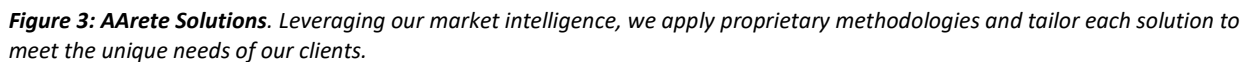
Why We're Different

AArete's robust knowledge of Higher Education is supported by four key factors that make us different from other consultancies to help us achieve our overarching quest to serve our clients.



Figure 2: AArete Core Differentiators. Mason will receive actionable insights and tangible results by partnering with AArete.

AArete's Services are organized into Strategic Financial Improvement, Digital & Technology, and Advisory:



About AArete's Higher Education Practice

At AAarete, we combine our deep understanding of the education landscape and the federated model with our market intelligence and expertise in data analytics. We help maximize the value of tuition and funding revenues and drive leading business practices into the higher education environment. To remove any downside risk, we guarantee results and ensure that our recommendations are sustainable in the long term.

AArete’s Higher Education Core Competencies:

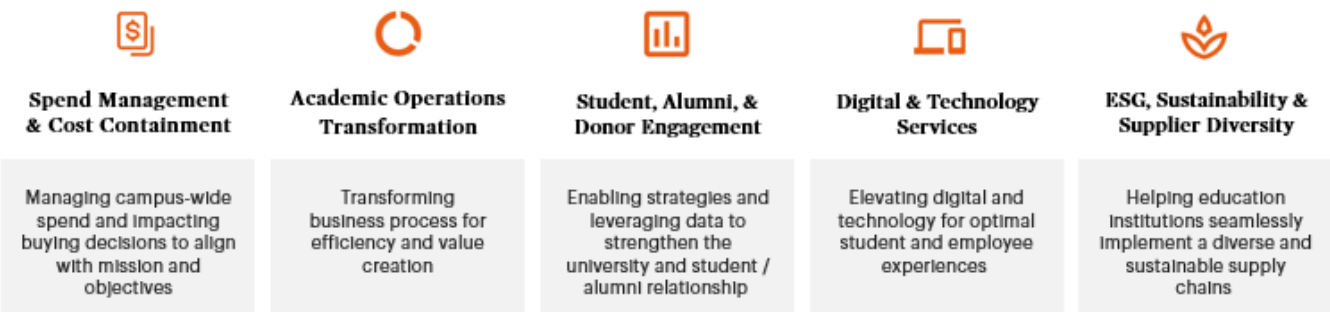


Figure 4: Our Expertise. Mason will be able to take advantage of AArete’s deep knowledge and experience in Higher Education solutions, by creating efficiencies within the project.

AArete brings proven approaches and market intelligence to create personalized, campus-wide operations improvement and spend management strategies detailed at the core process, supply, commodity, and departmental levels. We have successfully delivered 11%-25% savings across most projects for educational institutions.

AArete supports campus-wide and departmental-specific digital and technology transformation with a focus on improving technology effectiveness, optimizing data management, and reducing costs. We leverage our proprietary AI powered Digital Process Transformation solution to analyze, automate, and improve business processes in real-time. We bring experience with leading ERP and CRM architect, design, and implementation of modern data platforms, data integrations, and reporting platforms that bring together cross-campus information and deep expertise to protect the university brand and valuable data assets through cloud security, identity management, and endpoint security. Within Higher Education, we have supported teams to better leverage their technology and analytic tools. We have robust experience within the key Higher Ed platforms (e.g., Banner, Jaggaer, Workday, SAP, Salesforce, etc.) and the ecosystems of department or process specific bolt-on applications. We bring an understanding of those vendors capabilities and how to best align them with processes and policies to maximize their value.

We help education institutions to seamlessly implement a sustainable and diverse supply chain model. Our sustainability experts leverage our AI-powered technology platform to define annual targets, provide targeted initiative recommendations, and automate reporting against targets. Our diversity and inclusion specialists are supporting clients to develop innovative diverse supplier partnerships that mutually benefit the community, students, and campus and implement processes to afford them opportunities to compete.

XIII.B.5 Approach

Specific plans or methodology to be used to perform the services

AArete's method of approach to providing consulting services can best be summarized as results-and-outcomes-oriented, utilizing deep and broad higher education experience, data analytics, market intelligence, implementation, and speed to execution. AArete provides consulting services the way today's higher education leaders want: flexible, quick, efficient, non-disruptive, and results-oriented. To this end, we base our approach to providing higher education consulting services upon the following characteristics:

Mason Will Benefit From AArete's Proven Approach

- **Integrated approach** combining industry knowledge, functional knowledge, subject matter expertise, and analytical expertise
- Collaborative, client-first approach led by AArete's Higher Education service line experts
- **Data analytics and research experts** available in-house to immediately begin work, facilitating an accelerated approach that delivers fast-paced solutions
- **Hands-on implementation support** backed by a guaranteed ROI

Results-Driven: Ultimately, results matter, and AArete has a long, proven history of delivering impactful and sustainable benefits for our clients.

Using AArete's methodology and integrated approach – combining industry knowledge, functional knowledge, subject matter expertise, and analytical expertise – we have driven significant efficiencies and savings for our higher education clients through data-driven strategic strategies, customized approaches, and hands-on implementation support. We collaborate with our clients to define the right mix of KPIs, establish agreed upon baselines, determine the measurement criteria, and constantly measure and monitor achievement.

Data Analytics and Technology: AArete's approach is deeply rooted in advanced data analytics driven by our Center of Data Excellence (CODE), utilizing advanced evidence-based research methodologies and proven practices that help clients achieve success. CODE's dedicated team of data scientists possesses expert-level proficiencies on database/information management applications, business intelligence, and predictive modeling. Additionally, AArete's Digital and Technology Services (DTS) is a data analytics and digital transformation team with deep technology experience across multiple industries — from education and healthcare to media and financial services. DTS team works closely with the AArete client service teams worldwide to drive client performance improvement and transformation programs with expert technology consulting, data-driven insights, and agile analytics.

Market Intelligence: Mason will benefit from AArete's 25+ years of market intelligence gathered from strategic initiatives both within Higher Education and other industries.

A key characteristic that differentiates AArete is that we let data and fact-based market intelligence drive the recommendations in partnership with our clients. There are no "cookie cutter" solutions. We synthesize our market intelligence when providing recommendations and strategies to achieve maximum insights and results for our clients. Note that market intelligence is different than benchmarks or simple details of other organizations structures and policies. These types of benchmarks or insights can be misleading in that they can create a false impression of "good" vs. "bad". Market intelligence is our experience across higher education and identifying customized outcomes that can be achieved within the client's current landscape. We understand the realm of possibilities and can map the quick wins as well as long term strategies to maximize long term improvements.

Hands-on Implementation: AArete differentiates itself from other consultancies in that we focus on implementation and realization of results, not just identification.

We work alongside our clients to ensure the goal of each project is realized. We do 95% of the leg work, allowing you to focus your time on the important activities in which you excel. Through analytics, opportunity identification, stakeholder interactions, and all the other activities involved, AArete provides hands-on support to ensure the project timeline is kept and the results are achieved. Key deliverables that clients receive include:

- Robust Business Cases identifying opportunities based upon client data, market intelligence, and industry best practices
- We partner with university departments to implement key policy and process changes and support resource training for updated responsibilities
- Our breadth of experience has provided us with the insight and ability to identify potential roadblocks to successful implementation. We adopt a flexible and interactive approach to change management, ensuring that changes to processes and procedures are effectively communicated to the stakeholders and the client community allowing for positive buy-in and quicker adoption
- We assess opportunities for upskilling and identify investments in training and development to enhance university worker capabilities and help build a best-in-class team
- We help our clients evaluate, select, and implement the technologies required to support the current state and succeed in the future state
- Our structured project management services provide comprehensive support to client projects

Speed: Without sacrificing quality, AArete’s methodology focuses on implementing results in an expedited manner so clients can begin accruing the benefits as soon as possible.

We implement with urgency. We leverage AGILE, rapid design, and other methodologies to expedite agreement on the future and detail design of workflow, technology needs, policies, etc. These highly effective working sessions support our Change Management goals of “no surprises” for impacted stakeholders.

Guaranteed ROI: We are confident in our methodology, market intelligence, and ability to deliver, and as a result, where applicable, will guarantee a return on investment of our consulting fees.

Market and Other Research: AArete’s Research Center (AARC) supports client teams by providing up-to-date intelligence relating to industry trends, benchmarks, and global best practices. These trained researchers are embedded into all our engagements, helping clients remain up to date on relevant changes and develop innovative strategies within their operating space.

Collaborative Approach: We are nimble, flexible, and collaborative. We partner with our clients to completely understand the desired goals of the engagement and map our efforts to achieve and exceed those goals. We employ frequent communication and feedback loops, working with the client team who are the ultimate decision makers. Throughout all our projects we have an important emphasis on communication as we believe it is vital to hear and incorporate stakeholder views to achieve a successful outcome.

The following section details our approach to some of our specific solutions:

- Organizational and Operational Assessments and Improvements
- Change Management
- Spend Management and Cost Containment
- Digital Transformation and Technology Enhancement

Organizational and operational assessments and improvements

As part of AArete’s holistic approach to modernizing key business functions and processes, we focus on organizational transformation, process improvement, and operational excellence. All these concentrations are critical to creating lasting, sustainable improvements. Ensuring the organization maximizes its operation efficiency requires the synchronization of key components of the institution’s DNA. Our approach includes the following key components:

- **Process Optimization:** Through interviews and assessment of daily processes, AArete will map out critical processes to the organization and identify automation opportunities for key functions
- In addition, AArete will identify areas of infrastructure where shared services such as Procurement and IT can increase synergies and improve capacity to support transformation
- **Organizational Structure:** As part of the assessment, departmental hierarchies will be re-imagined, improving service delivery model and maximize capabilities of each resource
- **Learning and Development:** AArete will assess opportunities for upskilling and identify investments in training and development to enhance university worker capabilities and help build a best-in-class team
- **Policy and Guidelines:** The project team will tap into Knowledge Management Center™ and research leading policies and regulations to help university manage compliance and identify opportunities where suitable policy changes can increase economic benefits

Process Optimization

AArete will identify key process improvements that allow for increased automation, improved efficiency, and elevation of key departments across the university. Each recommendation is supported by a clearly defined business value such as Operational Excellence, Financial Benefit, Compliance, etc. with corresponding definitions of projected impact and implementation requirements. Highlighted below is a Facilities Management example for increasing technician “wrench time” by reducing their involvement in non-maintenance activities:

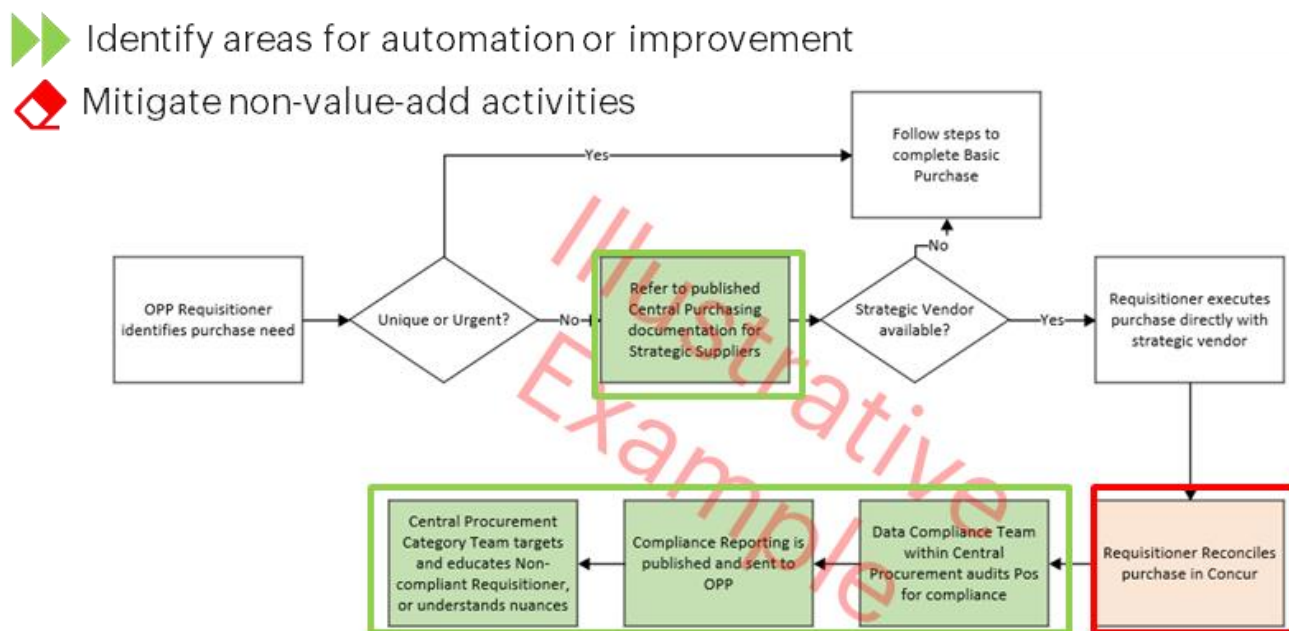


Figure 5: Process Optimization Example.

Key activities include:

- Interview key stakeholders and understand key processes
- Develop process maps to illustrate current processes
- Identify roadblocks and areas of decreased efficiencies
- Pinpoint opportunities for automation, synergies, or implementation of technology to improve processes
- Elevate key Department roles in the university by channeling more purchasing activity and steerage to strategic suppliers
- Partner with department leadership to implement key process changes and support resource training for updated responsibilities

Organization Structure

Re-aligning department objectives to an optimal organizational structure will support key goals of a best-in-class institution through the following objectives:

- Enhance relationships across university departments to increase results
- Empowerment of teams through ownership and data-driven strategies
- Specialization of knowledge within categories to streamline processes

Learning and Development

AArete works to enhance the capabilities of university resources through key training modules related to their function.

- AArete partners with the university to perform skillset evaluations to identify gaps in training
- The department's FTEs are sorted into Beginner, Intermediate and Advanced categories by completing a management-reviewed self-assessment
- In the assessment, employees would validate their choice through quantitative details such as years of experience and descriptions of prior trainings
- Trainings focus on key activities related to the department. For example, we provide Procurement personnel with training modules such as negotiations, contracting, data analysis, and management to enhance vendor ROI and increase savings
- Depending on gaps and audience skill-level, trainings can be led by internal university teams, AArete, or a designated third-party specialist

Policy and Guidelines

Universities can facilitate strategic decisions, enhance the influence of key departments, and ensure compliance by aligning policy with best-in-class institutions. AArete's evaluation of university policy and operational guidelines will focus on alignment with leading practice from best-in-class Universities. Specific examples such Procurement include purchase order minimums, requisitioner approvals, standing order limitations, acceptable purchasing methods, etc. Policy improvements will target increased strategic purchasing, enhanced ROI, improved compliance, and purchase steerage through Central Procurement. Administrative Operations examples include transitioning non-academic activities to shared services.

Change Management

Change management is pivotal to the success of any major transformation. Change management is also very personal. Every organization has their own thoughts and preferences on communicating with stakeholders, evaluating readiness, and establishing sustainable change. Because success is measured on the ability to influence change, AArete follows a **flexible and interactive approach to change management**. This entails collaborating with the key stakeholders, incorporating their input with industry best practices, and ensuring alignment on the final goal. It is our experience that once the team starts to accept that they are on the journey together, there is

increased accountability to each other which builds a culture of excellence. While we cannot promise that everyone will “like” changes, we are focused on their understanding and acceptance of changes.

AArete believes that obtaining buy-in across the organization is essential and sets up transformation initiatives for success. Our change management methodology identifies what needs to change, measures reluctance to change, applies tactics to achieve buy-in, leverages quick wins for credibility, and ultimately manages critical relationships where success could go awry. The template below outlines this approach. It starts with creating awareness within an organization, obtaining buy-in from all levels, and finally, attaining commitment to the outcomes.

Change management doesn’t just start at the end of an initiative, but rather, there are key steps from the start continuing through implementation and after go-live, ensuring successful change. AArete uses proactive two-way communication (including surveys, workshops, and direct stakeholder engagement) to provide an avenue to hear directly from the voices of the stakeholders and their teams, as well as to increase awareness of coming changes.

AArete Change Management Approach

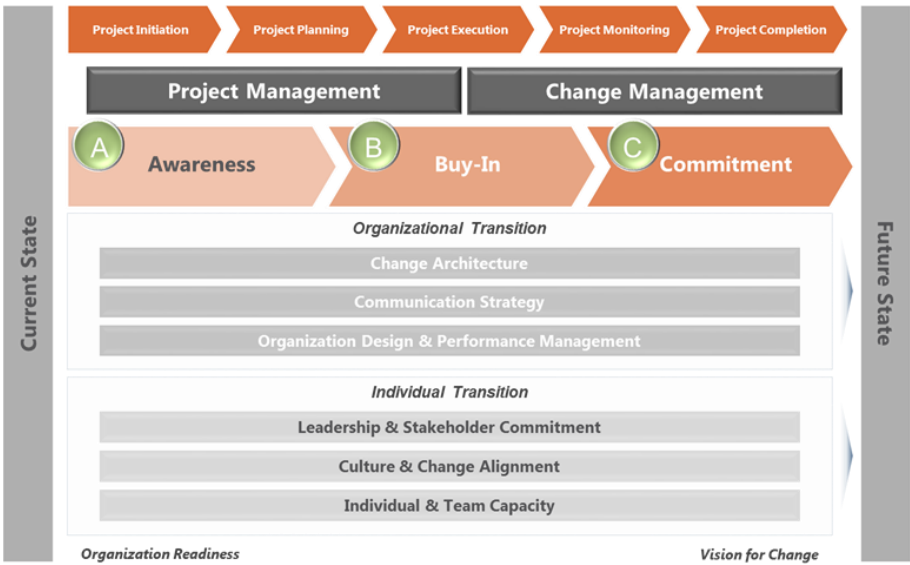


Figure 6: Change Management Approach. Acknowledging and understanding the stages of change management enable a greater effectiveness of new technology and processes.

Approach to Stakeholder Communication

Stakeholder communication is a key pillar of change management that can drive success or failure in a transformation initiative. When stakeholders become aware that an organizational assessment or transformation is underway, there is often fear, concern, or frustration. Managing these emotions is critical, as the stakeholder community is counted on to provide insights to every process and task within the organization. **The AArete methodology is hands-on** and takes a very open approach to conversations with stakeholders. We structure our meetings such that the voices of the stakeholders are heard, and we continually refine our approach based on inputs from this community. We believe that involvement and engagement in developing the future state – basically getting their fingerprints on the future – can be more valuable than just “reporting out”. If the client desires this type of approach, after initial interviews, we will bring key stakeholders together where we share the goals of the initiative, provide an independent assessment of the current state, share parameters of the future state, and where we see improvement opportunities including how the stakeholders would benefit. We then facilitate discussion to solicit feedback and input. This type of dialogue will allow us to share that their input has been incorporated, pressure-test readiness to change, and counter pushback. Ultimately, it provides confidence that all were included.

Change Management Planning

As the future state processes are being developed, we create an impact analysis that includes potential changes to actual job roles, perception of autonomy, workflow, etc. Using this information, we will develop a change management plan that goes down to the departmental and individual level. Dependent on the amount and types of change, the plan will include types and forums for communication, meeting with HR, education and training, and other activities as required to ensure technical skills and emotional readiness for the change.

Spend Management & Cost Containment

Affordability and accessibility goals require universities to become better stewards of financial resources. AArete's clients continue to fulfill their mission through improved spend management and cost containment in the face of headwinds. We bring proven approaches and market intelligence to create personalized, campus-wide spend management strategies detailed at the supply, commodity, and departmental levels. With a focus on cultural change management and elimination of procurement process barriers to adoptions, we ensure that cost savings are achieved, realized, and sustained.

- **Campus Wide Spend Management Strategy:** Campus-wide coordination of spend, suppliers, and supply chain logistics delivers the greatest ROI. AArete's proven success in working across the campus serves as a playbook to coordinate supplier and category value, achieve campus engagement, and address process barriers to adoption.
- **Specific Category Expertise:** We leverage market intelligence, analytics, and a proven methodology to deliver cost reduction, utilization enhancement, and service level improvement for targeted suppliers or categories.

Methodology

Our process starts with an assessment and analysis of the current spend and contract information, identification of opportunity areas, and an estimate of the savings opportunity. We call this process Building the Business Case. Upon review with and approval of stakeholders, an implementation strategy and plan are designed and executed.

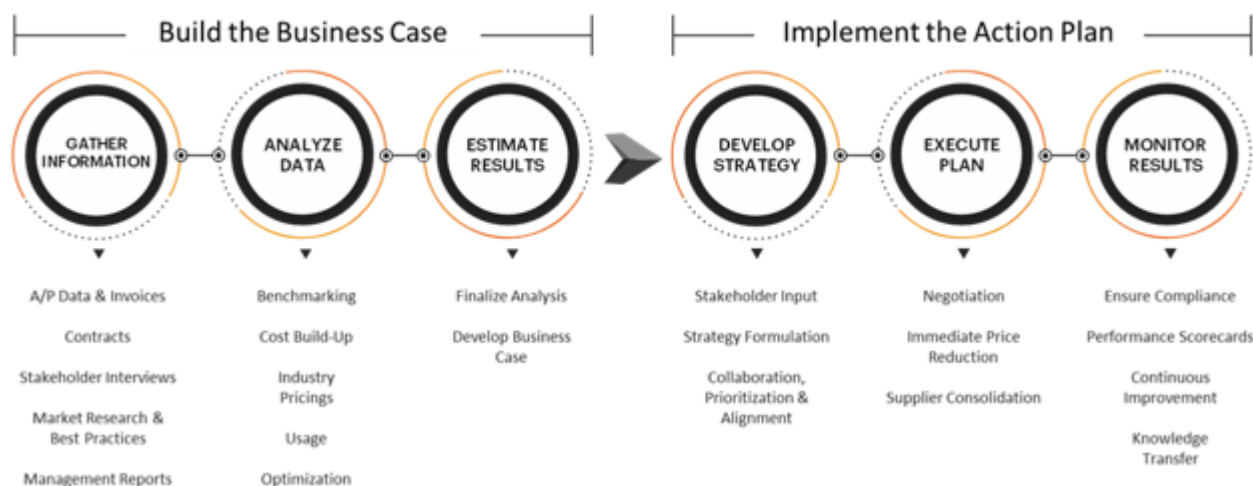


Figure 7: AArete's Proven Methodology. Mason will benefit from an effective and proven methodology due to cost and time savings.

Digital Transformation and Technology Enhancement

AArete's team of data scientists, technologists, and consultants support a variety of transformation and technology enhancement strategies. AArete supports campus-wide and departmental-specific digital and

technology transformation with a focus on improving technology effectiveness, optimizing data management, and reducing costs. We leverage our proprietary AI powered Digital Process Transformation solution that leverages real-time data to increase efficiencies and improve service levels for any process in client organization.

Technology Strategy and Roadmap

Organizations compete with different university priorities for resources which require coordination of efforts. A comprehensive technology strategy accounting for people, process, and data is essential to establishing outcome and timeline expectations to transform key departments, drive efficiencies, and realize strategic outcomes.

Working with universities, AArete assists in developing a comprehensive technology roadmap that results in outcomes that include greater realized savings, increased compliance, improved decision-making, and more efficient processes. Key steps in developing the roadmap include:

- Understand the current state of technology that supports the key operational functions
- Assess current technologies in use to identify performance versus need gaps
- If required, assess technologies in the marketplace or perform build versus buy analysis
- Perform ROI and like versus needs analyses
- Develop the phased technology roadmap which identifies technology to automate processes and improve the performance

Digital Technology

Technologies have become easier to deploy and are more cost-effective as systems evolve and new technology emerges. AArete helps our clients evaluate, select, and implement the technologies required to support the current state and succeed in the future state. Leveraging AArete's Technology Services team, as well as our analytics experts in the Center of Data Excellence, we can support universities across the full technology spectrum:

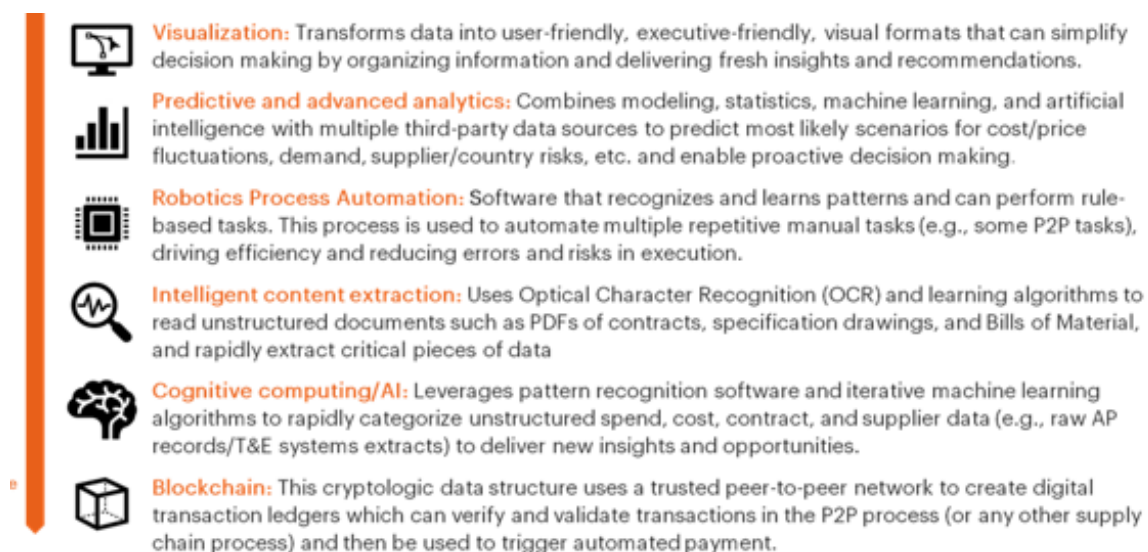


Figure 8: AArete Technology Support.

XIII.B.6 In your proposal response please address the following:

- a. **Are you and / or your subcontractor currently involved in litigation with any party?**
No, AArete is not currently involved in any litigation, nor are the subcontractors we partner with.
- b. **Please list any investigation or action from any state, local, federal, or other regulatory body.**
AArete does not have any investigation or action in process with any state, local, federal, or other regulatory body, or pending.
- c. **Please list all lawsuits that involved your firm or any subcontractor in the last three years.**
AArete has not been involved in any lawsuits in the last three years, nor do we partner with any subcontractors who may have been involved in lawsuits
- d. **In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.**
No, AArete has not changed its name in the past 10 years; since our inception in 2008, our name has remained the same, AArete.

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.

Our rates are based on our experience serving higher education institutions and our understanding of the scope of the RFP. The table below provides blended hourly rates by role to perform services for Mason. The blended rate is provided as a range, with the exact amount to be determined by the mix of resources required for each engagement.

Resource	Remote Blended Hourly Rate	Travel Blended Hourly Rate
AArete Team	REDACTED	REDACTED

We have included remote rates and rates inclusive of travel expenses to the Fairfax campus. The travel rates would be billed for all billable hours in any week that requires travel to Fairfax and assume a minimum of 30 hours of billable time for that week. If the billable time is less than 30 hours, AArete will bill the expenses at cost, per Commonwealth of Virginia travel per diems.

XIII.B.1 Procedural information

c. State your payment preference in your proposal response.

AArete selects **Option #3 - Net 30 Payment Terms**. Vendor will enroll in Paymode-X where all payments will be made electronically to our company's bank account.

XIII.B.4 References and Engagements

Provide contact information, summary of engagement, dollar value, and period of performance for each reference relevant to the requested areas below. All references and engagements information shall be limited to 5 pages.

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

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

Based on the information provided in Q&A, we have provided three clients references with current or completed projects.

1. Organization Name: REDACTED

Contact Name: REDACTED

Telephone: REDACTED

Email Address: REDACTED

Period of Performance: REDACTED

Dollar Value: REDACTED

Summary of Engagement: Our Higher Education client is in the midst of a system-wide initiative, Project One, to update core administrative systems for Finance, Procurement, Human Capital Management, and Student Administration. Client identified that the implementation of Workday was a technical change and, while offering certain process enhancements, did not change legacy campus-wide procurement processes, policies, spend management strategies, and historic responsibilities of the Central Procurement team. Recognizing the financial and operational value of transforming procurement, AArete was engaged to develop a future state operational and organizational model based on policy and process change, Workday and procurement technology stack optimization, and transformation Procurement from a transactional-focused departmental to a strategic category-driven department. We completed a rapid current state assessment and launched implementation activities in parallel to finalizing the future state design and roadmap. Our work effort is supported by the development of a role-based change management and communication plan customized from data gathering. We are currently in implementation with results available within the first 12 weeks.

2. Organization Name: REDACTED

Contact Name: REDACTED

Telephone: REDACTED

Email Address: REDACTED

Period of Performance: REDACTED

Dollar Value: REDACTED

Summary of Engagement: Our large higher education client partnered with AArete to do a comprehensive review of their spend, technology, processes, and strategies. The University was focused on cost containment/cost reduction to do right by their students. They had rising tuition and continued pressure from their campus to identify areas to remove cost from the organization. AArete partnered with the University's Procurement team to develop and launch a full-scale cost reduction effort. The resulting outcome was over \$80M in implemented savings across a variety of spend areas. AArete was able to bring supply market expertise to look across all major categories including facilities, human resources, scientific supplies, temporary labor, transportation, information technology, administrative operations, amongst many others. Our team completed a thorough review of the Universities spend to identify major opportunities. AArete then developed a fact-based business case to share with key stakeholders and decision makers. After soliciting feedback, AArete was able to

incorporate the unique nature and culture of the campus and identify an implementation plan that would both yield results and minimize disruption. The outcome was significant cost savings across all dollars spend on campus. Beyond this, AArete was able to deploy best in class practices and policies to ensure a broader influence by procurement. Lastly, the Universities was deploying a new Workday system and AArete both helped configure the system for their procurement team while also building tools that would allow for more actionable decision making from their people.

3. Organization Name: REDACTED

Contact Name: REDACTED

Telephone: REDACTED

Email Address: REDACTED

Period of Performance: REDACTED

Dollar Value: REDACTED

Summary of Engagement: AArete supported a large higher education client to perform an assessment of their Office of Central Procurement and implement a future state operating model and implement category-specific savings strategies. This included performing a thorough review of their operations, category strategies, contracts, organizational structure, policies, processes, and technology. AArete performed over 30 interviews with university executives, evaluated procurement policy and processes, observed operations, and analyzed data for \$600M+ of transactions to develop a gap analysis of the Office of Central Procurement. AArete leveraged propriety research of university best practices to develop an in-depth roadmap that targeted improvement in organizational structure, policies and guidelines, category management strategy, requisitioning process, technology implementation, and partnership with delegate authorities. AArete supported the implementation of the future state opportunities. This execution strategy was driven by a detailed framework highlighting the large-scale improvement areas. Key institutional changes to university policies, process, data, and organization promoted strategic objectives and implementation of \$40M in annual cost savings.

Below are brief overviews of **additional examples** of our experience and success in Higher Education:

Establishment of Supplier Diversity Program

AArete supported a major R1 university on the East Coast with ~70,000 students in the establishment of a Strategic Supplier Diversity Program. This included performing a thorough review of their existing procurement operations, category strategies, organizational structure, policies, processes, reporting, and technology to design a robust Request for Proposal (“RFP”) that allowed the university to identify the right partner to create the framework and a roadmap towards building a Supplier Diversity Program. AArete collaborated and met with University stakeholders across Procurement, Finance, and DE&I to evaluate and map the existing procurement policies, processes, and practices and developed a gap assessment of the university’s various supplier diversity initiatives. The main components of the RFP were: current state assessment, program design, scaling and university rollout, milestones and accountability, & change management and communication. AArete supplemented the RFP with a scoring framework and interview scoring framework to identify the right partner for the university. In addition to this, AArete also facilitated the blueprinting and roadmap of a supplier diversity pilot. The University was able to roll out and evaluate the RFP with relative ease. AArete’s work has well-equipped university leaders with the knowledge to select the ideal partner in developing the institution-wide Supplier Diversity Program, that will leave a lasting impact on the university and its community for many years to come.

Campus Transit Assessment and Strategy Development

AArete supported a major university in overhauling their campus transit program, including shuttles moving students, faculty, and staff as well as late night partnership with Lyft. The total cost was over \$6M and was rising fast. AArete overhauled the entire campus transit program by increasing the relationship with Lyft and moving

away from the business of shuttles and late-night safety buses. This allowed improved response time for students as well as an overall improvement in the operations. AArete was able to deliver over \$2M in annual cost savings stemming from the move away from shuttles to Lyft as well as growing the partnership between the campus and Lyft. Additionally, AArete developed enhanced partnership with Lyft including scholarship programs, internship programs, and sponsorship programs.

Facilities Assessment for Higher Education Client

A large higher education client with over 50K enrolled students partnered with AArete to assess the organizational structure, process, and technology within their facilities maintenance operations. AArete spent time onsite to observe current operations and performed stakeholder interviews, collected key work order data, and sat with technology SMEs to build a gap assessment. AArete assessed the historical purchasing patterns and determined a future state materials acquisition and inventory control model that supports both improved cost of goods and additional labor efficiencies. AArete used a data-centric approach to improve operations including the outsourcing of inventory management for select SKUs to a vendor-owned inventory structure and improved ordering and delivery processes to reduce the administrative burden of materials acquisition and receiving. This contributed to the elimination of manual and redundant tasks and improved efficiencies of purchasing agents and increased technician wrench time. We have identified the opportunity to realize cost efficiencies of \$4.4M to \$5.8M through implementation of initiatives surrounding vendor strategies, inventory improvement, and technician efficiency.

Shared Services for California Based Higher Education Client

A higher education institution located in Los Angeles asked AArete to evaluate their federated labor model and identify opportunities to create shared service departments and centralized resources across major overhead departments such as IT, Procurement, Finance, Human Resources, etc. The in-scope department was approximately \$150M in labor spend and \$25M in technology spend. AArete utilized a detailed assessment including stakeholder interviews and targeted campus surveys to identify redundant positions and overlap of responsibilities. Using this information, we designed a best-in-class departmental structure including the centralization of IT resources, procurement resources, and auxiliary resources. For example, we identified over 200 redundant IT positions across 105+ departments. AArete designed a centralized IT department that could support the University; we implemented a ticket system using ServiceNow; and then put in place a centralized security operations center to monitor cyber issues on the network. The result was \$30M in immediate savings as well as improved service.

Travel Management Assessment

AArete assisted a university's travel department to assess their current travel program and identify technology and process deployment that would help overhaul the entire program. The current ownership of travel decisions was with the traveler, with very minimal management or policies. AArete met with campus stakeholders and procurement leaders to identify current gaps and map out a successful future state. AArete identified a Concur implementation, as well as completed sourcing efforts to negotiate airline contracts, rental car contracts, and hotel deals. On top of these sourcing strategies, AArete developed policies and helped implement them such as booking guidelines. The new policies and use of the Concur tool, resulted in \$4.5M in savings and improved data visibility.

Temporary Labor Strategy

A major university with temporary labor spend approached AArete about implementing a centralized MSP strategy with aggressive rates and stronger controls around co-employment. The University spend was over \$30M across a wide variety of categories including IT, Administrative, Events, and Travel Nurses. AArete implemented a center of excellence for temporary labor, including running a broad RFP that required building a detailed current state analysis, developing policies such as reducing co-employment, and identifying key stakeholders for a selection committee. AArete identified a partner and implemented the center of excellence program that aligned

the rates/mark-ups with best-in-class rates and built a staffing strategy, resulting in \$4M in savings, new policies, and improved labor quality.

IT Hardware Standardization

AArete supported a laptop standardization project for a major research university. The university averaged about \$5M in annual spend across hundreds of models and five manufacturers. AArete met with 12 different IT stakeholders reviewing the current decision-making process for end user computing. After establishing a minimum set of requirements, AArete worked through a job file to determine who fit into exceptions to a few standards. Upon this delineation of the campus, AArete was able to launch a focused sourcing effort for standardization. AArete implemented a set of 5 standard devices that was able to address 90% of the roles across campus. Supported by executive sponsorship, we were able to roll this out across new laptop purchases delivering over 40% in annual cost savings with Lenovo and Dell.

Scientific Supplier Evaluation and Negotiations

A major research university approached AArete to evaluate their current scientific supplies agreement. The total spend was about \$4.5M. Our client leveraged an existing GPO agreement but was looking to AArete to improve the current pricing and identify a standardization steerage strategy on campus. AArete leveraged their market intelligence to evaluate if the GPO agreement structure and related hot list was relevant to the campus spend profile. Two opportunities were identified, the first was that the hot list needed to be completely overhauled and the second was that pricing was out of line with the market. AArete was able to execute \$425K in annual cost savings through renegotiation of rates and the moving of SKUs from off contract to the hot list. In addition, a long-term steerage strategy was kickoff to try to move away from branded products to more generic products.

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

AArete brings a robust pool of resources with education experience and knowledge necessary to support this initiative. We have the ability to deploy the resources most knowledgeable and suitable for the given requirement. AArete has an engaged leadership team that will be readily available to Mason and involved in the day-to-day delivery of work. The team can be on site as much as desired and deemed necessary by the University, with the ability to be just as effective working remotely. In addition to this, AArete will have Managing Directors involved supporting the engagement team and ensuring timely and quality deliverables. Key personnel serving on this project will include AArete’s Managing Directors, *John Marchisin and Tyler Higgins*, who have over 38 years of combined experience in Higher Education.

In addition to our 500+ full-time employees, AArete maintains a vast network of Subject Matter Experts that we periodically engage to provide very specific expertise and knowledge in support of our engagements. We have also established a network of trusted partners that bring focused expertise as needed for specific client engagements. We will utilize our standard decision-making matrix to ensure that we present the right candidates with the right expertise to the University.

Below, we have provided a list of key representative team members with significant higher education, and subject matter experience relevant to the RFP. This list represents core team members that have led our higher education client projects. We have many additional resources available and can start as soon as Mason requires. Please see the ***bios in the Appendix*** for more details and background on each person listed below.

Name	Title
John Marchisin	Managing Director
Tyler Higgins	Managing Director

Name	Title
Evan Ling	Director
Ken Anderson	Manager
Lindsay Walker	Manager
Stephen Howard	Manager
Marc Maurizi	Manager
Katie Coutchie	Manager

XIII.B.1 Procedural information

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

Signed Cover Page



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: AArete, LLC

Date: October 26, 2022

DBA: _____

Address: 200 E Randolph St. Suite 3010

By: 
Signature

Chicago, IL 60601

FEI/FIN No. 26-2000001

Name: John Marchisin

Fax No. _____

Title: Managing Director

Email: JMarchisin@AArete.com

Telephone No. 732-492-5129

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

SWaM Certification Number: _____

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

Signed Addenda (1, 2, 3, and 4)



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

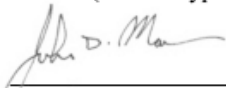
I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

AArete, LLC

NAME OF FIRM

John Marchisin

NAME (Print or typed)



SIGNATURE

October 26, 2022

DATE



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

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

AArete, LLC

NAME OF FIRM

John Marchisin

NAME (Print or typed)

SIGNATURE

October 26, 2022

DATE



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

RFP ADDENDUM NO. 2:

Date: September 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.

AArete, LLC

NAME OF FIRM

John Marchisin

NAME (Print or typed)

SIGNATURE

October 26, 2022

DATE



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

RFP ADDENDUM NO. 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.**

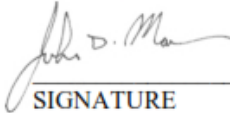
I hereby acknowledge receipt of RFP# GMU-1827-23 Academic and Business Consulting Services.

AArete, LLC

NAME OF FIRM

John Marchisin

NAME (Print or typed)



SIGNATURE

October 26, 2022

DATE

b. Return Attachment A - Small Business Subcontracting Plan

Attachment A



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: AArete, LLC

Preparer Name: John Marchisin **Date:** October 26, 2022

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

Instructions

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

Section A

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

Certification Number: _____ **Certification Date:** _____

Section B

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

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

Subcontract #1

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

Exceptions to Attachment B – Sample Contract

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

Please see the following exceptions to Sample Contract (Attachment B).

Page 14, RFP Document

Section J. CHANGES TO THE CONTRACT, Item 2

Original:

Mason may order changes within the general scope of Contract at any time by written notice to Contractor.

Change:

Mason may order changes within the general scope of the Contract at any time upon written acceptance by both parties.

Page 15, RFP Document

Section L. COLLECTION AND ATTORNEY'S FEES

Original:

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.

Change:

Both parties agree that in any action to enforce this agreement, the prevailing party shall be entitled to reasonable attorney's fees, collection fees, and costs as allowable pursuant to applicable law.

Page 16, RFP Document

R. DEFAULT

Original:

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.

Change:

In the event Contractor fails to deliver goods or services pursuant to the terms of this Agreement, and such failure continues for more than thirty (30) days after written notice from Mason, Contractor shall be liable for a return of any fees prepaid to Contractor for goods or services Contractor has failed to deliver.

Page 17, RFP Document

V. FORCE MAJEURE

Original:

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.

Change:

Both parties 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 the party, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notice from the party claiming an act of force majeure to the other that such cause has occurred the parties agree to directly pause or terminate performance upon mutual agreement.

Page 17, RFP Document**W. FUTURE GOODS AND SERVICES****Original:**

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.

Change:

Mason reserves the right, upon written notice and acceptance by Contractor to require Contractor to provide additional goods and/or services to Mason pursuant to the parties' agreement in writing which shall include the pricing of such additional goods or services. 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.

Page 17, RFP Document**L. INDEMNIFICATION****Original:**

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.

Change:

Contractor shall indemnify, defend, and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any third party claims, damages, and actions of any kind or nature, whether at law or equity, arising from or caused by the grossly negligent acts or omissions of Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the goods and/or services in the manner anticipated by Contractor. In no event regardless of the claim, action or theory of recovery will Contractor be liable for any special, punitive, consequential, or liquidated damages and in no event shall Contractor be liable to any party jointly or severally in an amount that exceeds the fees paid to Contractor by Mason for the portion of the services giving rise to the claim or action.

Page 18, RFP Document

CC. INTELLECTUAL PROPERTY

Original:

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.

Change:

Contractor warrants and represents that its deliverables and/or services will not infringe upon the intellectual property rights of any third-party and Contractor shall indemnify and hold harmless Mason against any third-party claim of infringements related to the deliverables and/or services provided to Mason by Contractor, except for any claims related to Mason's misuse, alteration, or adaptation of any deliverable and/or service, or use of the deliverable and/or services in a manner not intended by Contractor.

Page 18, RFP Document

CC. INTELLECTUAL PROPERTY, Item 1

Original:

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.

Change:

Mason shall be considered the full and exclusive owner of any and all final deliverables provided to Mason by Contractor, except for Contractor's Pre-Existing IP, as that term is defined in this section, and except where otherwise stated. Contractor Pre-Existing IP for purposes of this Contract or Agreement shall mean all intellectual property rights, proprietary rights, property rights and all other rights related to any analysis, methodologies, know-how and intellectual property owned, utilized, or possessed by Contractor prior to the performance of any services for Mason pursuant to this Contract or Agreement and all modifications, amendments, derivative works, alterations and improvements thereto. Contractor shall remain the sole and exclusive owner of all Contractor Pre-Existing IP.

Page 18, RFP Document

CC. INTELLECTUAL PROPERTY, Item 2

Original:

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.

Change:

Work Made for Hire. Contractor warrants to Mason that Mason shall be the owner of all rights, title and interest in and to any and all final deliverables provided to Mason by Contractor, except for any Contractor Pre-Existing IP, which shall remain the sole and exclusive property of Contractor. In the event that Mason needs to use Contractor's Pre-Existing IP to utilize the deliverables Contractor hereby grants to Mason a fully paid, irrevocable, worldwide, royalty free license to utilize Contractor Pre-Existing IP in connection with its use of the deliverables and for no other purposes unless authorized in writing by Contractor.

Appendix


Awards and Certifications




Top Consulting Firms in North America, Best Culture, Best Work/Life Balance
2019



Inc. 5000 Fastest Growing Private Company
2019, 2018, 2017, 2016



Crain's Chicago Fast Fifty
2020, 2019, 2018, 2016



Consulting Magazine's Rising Stars of the Profession
2020, 2019, 2018, 2017, 2016




Consulting Magazine's Fastest Growing Firms
2019, 2018, 2017




Chicago Tribune's Top Workplaces
2020, 2019, 2018, 2017



Entrepreneur Magazine's Top Company Cultures
2018




Consulting Magazine's Best Small Firms to Work For
2018



Consulting Magazine's Top 25 Consultants (Katie O'Connell)
2018



Crain's Chicago Business Best Places to Work
2020, 2017



HITRUST CSF Certified




Forbes America's Best Management Consulting Firms
2021



Forbes 2022 AMERICA'S BEST MANAGEMENT CONSULTING FIRMS




Forbes 2022 WORLD'S BEST MANAGEMENT CONSULTING FIRMS



QAS INTERNATIONAL
ISO 9001:2015
REGISTERED COMPANY
Certificate No. US4677

QUALITY
MANAGEMENT SYSTEMS



QAS INTERNATIONAL
ISO/IEC 27001:2013
REGISTERED COMPANY
Certificate No. UIT1240

INFORMATION SECURITY
MANAGEMENT SYSTEM



QAS INTERNATIONAL
ISO/IEC 20000-1:2018
REGISTERED COMPANY
Certificate No. UIT1239

SERVICE
MANAGEMENT SYSTEM

Representative Bios



John Marchisin, Managing Director

John is a Managing Director and co-leads our Higher Education practice with over 30+ years of management consulting, technology, and operations improvement experience. His work includes strategic financial management and performance improvement, financial and support services process redesign, and technology strategy and implementation services. John has a particular focus on organizational change management supporting his clients in developing strategies for advancing their business to meet new business and regulatory challenges. He is a known innovator and driver of change that produces results by communicating to all levels of the organization.

Representative Engagements and Expertise:

- Co-led the design of a future state procurement policy and process model for a large R1 university; currently supporting implementation
- Identified and implemented over \$22M in annual recurring savings on purchased services and temp labor for a state sponsored health system including the flagship academic medical center
- Delivered \$9M in recurring IT savings for a large academic medical center and implemented a Vendor Management Office to manage expected SLAs
- Led IT cost savings diagnostic and planning for a large Texas based IDN's \$15 million IT non-labor cost reduction program

Education:

- Bachelor of Business Administration in Management Information Systems, Pace University



Tyler Higgins, Managing Director

Tyler is a Managing Director with robust experience leading multi-year sourcing initiatives within Higher Education, Retail, Consumer Products, Transportation and Energy, achieving over \$1B in strategic financial improvement. Tyler co-leads AArete's Higher Education practice and is actively involved in delivering for AArete's university clients. Tyler has developed innovative solutions for higher education from organization design to technology deployments to multi-category cost reduction efforts. He has about 15 years of sourcing experience and developing strategic solutions regarding innovation, automation, process improvements, and strategic programs integral in generating substantial strategic profitability improvement.

Representative Engagements and Expertise:

- Delivered over \$80M in annual cost reduction for a major R1 university across 100+ areas and categories. This ranged from renegotiating category-specific agreements to implementing entire new programs with an emphasis on hard dollar cost savings
- Implemented over \$15M in annual cost savings for a major academic health system across their entire IT portfolio including areas such as outsourced managed services, IT hardware, and IT software
- Operated as interim procurement lead for a major university providing guidance and governance to a small sourcing team
- Executed a procurement transformation for a major research university identifying over \$50M in cost savings while strengthen the role of central procurement across the campus
- Routinely published and quoted as a procurement and cost reduction expert

Education:

- Bachelor of Science in Environmental Economics, University of California, Berkeley



Evan Ling, Director

Evan is a Director at AArete with 7 years of experience specializing in strategic profitability improvement across several industries including higher education, transportation, retail, and healthcare. He has extensive experience driving success across several areas with a focus on project management, strategic sourcing, vendor negotiations, contracting, and budgeting. Evan came to AArete with 2 years of consulting experience.

Representative Engagements and Expertise:

- Completed 70+ sourcing and procurement related projects across a variety of categories including IT Software and Hardware, Facilities, Freight/Logistics, Temporary Labor, Telecommunications, Direct Maintenance, Travel and Entertainment, and Security Services resulting in over \$25M in annual savings across multiple clients
- Responsible for a team of 10+ sourcing specialist for a large international financial institution that focused on driving savings in areas such as IT, Marketing, Office Supplies and Temp Labor
- Lead executive level negotiations and implemented a best-in-class Direct Maintenance/Tire program for a top ten transportation company that resulted in savings of over \$2.5M
- Project management, data analytics, strategic sourcing, complex vendor negotiations, contract management and review, process improvement, qualitative and quantitative cost savings analysis

Education:

- Bachelor of Science in Financial Management, Indiana University, Bloomington



Ken Anderson, Manager

Ken is a Manager within the Higher Education practice at AArete. Ken has over 15 years of experience working with colleges and universities on identifying efficient ways to accomplish their educational, research, and service mission. Ken has vast experience ensuring resource optimization, organizational effectiveness, and process efficiency. Ken has worked extensively with various departments within colleges and universities, including Auxiliaries, Physical Plant and Facilities, Human Resources, Finance, Procurement, Research

Administration, and Academic Departments.

Representative Engagements and Expertise:

- Led a project that resulted in \$30 million of revenue enhancement and cost reduction at a major state university. Areas of assessment included: enrollment management, auxiliaries, organizational design, and academic portfolio review.
- Led the HR and Finance process transformation for a merger between two state institutions. Developed streamlined processes and procedures and developed a shared service organization to serve the academic and business units.
- Led an assessment of a major Big 12 facilities organization to streamline operations, ensure proper technology usage, and meet the overall campus facilities and operational needs.
- Developed the assessment and organizational design of a research administration shared service center at a major Academic Medical Center. This included assessing the overall institutional need for need service

enhancements, identifying risk factors, developing cost saving estimates, and developing the future state organizational structure.

- Led a benchmarking initiative for a \$2 billion private institution. Responsibilities included assessing available benchmark data, developing a benchmarking methodology, working with peer institutions on data collection, and developing a final report outlining where the benchmarked institutions were at, above, or below the peer average or median.

Education:

- BA, History, George Washington University
- MBA, Finance, George Washington University



Stephen Howard, Manager

Stephen is a Manager with extensive project management experience within Higher Education, Telecommunication, Energy, and Construction. Stephen specializes in providing financial and operational consulting services related to financial and organizational transformation, change management, procurement, and financial statement management, including complex financial modeling, valuation, and data analytics, while also being responsible for the day-to-day implementation of essential business functions. He has over 11 years of experience in the development and implementation of long-term organizational strategies for finance and operational management teams, focused on strategic profitability and sustainability.

Representative Engagements and Expertise:

- Conducted operational and financial risk assessments for a university Athletic department using various data analytics applications which resulted \$13M in annual cost savings
- Led a procurement transformation for a major university, which resulted in a new strategic focus, the implementation of new policies, procedures, and technologies, and cost saving \$8M identified from new metrics and KPI's implemented
- Led digital (financial) transformation for a major university, by crafting innovative solutions that focused on scalability, wide-spread user adoption, and a cost reduction and increased efficiencies throughout the university
- Led a major universities procurement transformation and change management initiatives to design and implement new purchasing processes through digital process redesigns and multiple enterprise data management exercises

Education:

- BS in Finance and Accounting, Houston Baptist University



Lindsay Walker, Manager

Lindsay is a manager with over 8 years of experience specializing in process improvement and optimization, strategic sourcing, procurement, and project management. She has extensive experience developing strategic sourcing strategies, procurement transformation assessments and roadmaps, and has demonstrated success partnering with clients to achieve strong ROIs.

Representative Engagements and Expertise:

- Implemented a future state assessment which provided a roadmap for a full procurement transformation university wide, encompassing organizational alignment, policies and procedures, spend category management, technology, and business analytics
- Partnered with the client project management team and advised on every element of the implementation across each area to ensure project success
- Developed strategic sourcing playbooks for each spend category leveraging extensive YoY spend analysis, revised existing policies and procedures to support operations including the implementation of the university's newly implemented enterprise system, and assisted the team develop dashboards and scorecards to monitor performance
- Managed project lifecycle of SAP Transportation Management implementation for a Fortune 500 manufacturing company to drive T&L efficiency and savings
- Developed global contingent workforce PMO to optimize contractor sourcing, standardize operations, and realized greater than \$1M in savings
- Led 5 procurement transformation assessment efforts across 4 industries driving automation and efficiencies through organizational redesign, sourcing optimization, enhancing policies/procedures, and implementing technologies
- Reduced diversified portfolio spend by 30% for a Fortune 5 oil & gas corporation through vendor negotiations, market analysis, and strategic partnership recommendations
- IT Hardware, IT Software, Telecom, Temp Labor, Transportation & Logistics, Supply Chain, Retail, Higher-Education, Facilities Construction Project Management
- SAP (SaaS), Power BI, Coupa
- TCO, ROI, Should Cost Modeling, Current & Final State Assessments, Gap Analysis

Education:

- Bachelor of Arts in Supply Chain Management, University of Houston
- Certified Contingent Workforce Professional



Marc Maurizi, Manager

Marc is a Manager with over 7 years of experience in operational process improvement, new product development and project management. He has extensive experience in manufacturing, healthcare, higher education, and financial services in which he has driven cost reduction strategies and process optimization through process and financial modeling, assessment, and implementation.

Representative Engagements and Expertise:

- Conducted site wide assessment and future state recommendations for a major public University procurement services operation with the potential to achieve \$45M - \$76M in cost and operational efficiency
- Developed a vendor and category playbook along with implementation timeline for overhauling central purchasing operations in a phased approach with respect to their university wide transition to a new ERP financial system
- Conducted University maintenance department and spare parts inventory control assessment and future state recommendation for a major public University, identifying the potential to achieve \$4.4M - \$5.8M in cost efficiencies
- Led and completed a department wide spare part database cleansing effort with university maintenance staff with the goal of streamlining category and search hierarchy of spare parts and maintenance items

improving search operations, optimizing inventory reporting, and identifying wasted inventory carrying costs

- Led revenue enhancement engagement by serving as interim manager of client resources through optimization of call center operations achieving a 343% improvement on the programs success rate
- Achieved \$6.3M in annual recurring savings over a two-phase financial performance improvement for a large provider-sponsored health plan in New York State
- Financial performance Improvement (IT, Medical, Administration, Financial Services)
- Operations & Process Improvement, Lean Principles, Market Entry Analysis, Process Economics, Competitive Positioning
- Excel, PowerPoint, Minitab, Statistical Process Analysis, @Risk

Education:

- Master in Business Administration, Finance and Data Analytics, Villanova University



Katie Coutchie, Manager

Katie is a Senior Consultant with profitability improvement experience, helping clients through data analytics and strategic problem solving. She has extensive experience in cost reduction and negotiation, notably in the areas of store supplies, logistics, index-based pricing, temp labor, and IT. She has worked to help clients strengthen their business partnerships in several industries, including education, healthcare, and retail. Katie has demonstrated success in leading customer-focused initiatives to add value to projects and

to build lasting relationships with our clients.

Representative Engagements and Expertise:

- Created a procurement transformation roadmap for a higher education client including category management strategies for 9 spend areas, org structure and policy recommendations, tech optimization and implementation, and a detailed implementation plan to capture over \$50M in savings over 5 years
- Led savings initiatives for her clients in over 50+ vendors negotiations to reduce unit costs, implement competitive SLAs, identify rebate opportunities, and increase the overall value of her clients' business partnerships
- Helped a client optimize temporary labor spend by identifying strategic partners, creating internal change management materials, and developing specialty pricing, saving the company \$1.6M annually without reducing contractor pay rates
- Created, led, and managed multiple RFPs for her clients in distribution, transportation, temp labor and more, resulting in a competitive negotiation environment to maximize cost savings and service levels
- Market Benchmarking, Request for Proposals, Negotiation, Strategic Contracting, Offshore Resourcing, Implementations, Process Improvements, Utilization Optimization, Risk Mitigation
- Excel, PowerBI
- Project Management

Education:

- Bachelor of Science in Business with majors in Business Economics and Public Policy Analysis and a minor in Sustainable Business, Indiana University