



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

STANDARD CONTRACT GMU-ER0506-24

This Contract entered on this 29th day of October, 2024 by Public Contracting Institute, LLC hereinafter called “Contractor” or “PCI” (located at 2 Wisconsin Circle Suite 700, Bethesda, Maryland 20815) 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 educational support services for non-credit government contracting courses for the Continuing and Professional Education (CPE) department of George Mason University as set forth in the Contract documents.

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

III. PERIOD OF CONTRACT: January 1, 2025 through December 31, 2027 with four (4) successive one-year renewal options.

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

a. Live Virtual Open Enrollment: Revenue Split: PCI 65% | 35% Mason

b. In-Person Open Enrollment: Revenue Split: PCI 70% | 30% Mason

c. Contracted Training (Customized)

- i. **Events with Travel** - If the instructor must travel for a contract training event, Mason will pay PCI \$5,697.73 for a 1-day seminar and \$3,700.00 for each additional seminar day. These are fixed costs and include: instructor fees, all material costs for up to 30 students, content tailoring/customization, and all instructor travel costs. In the event that additional development is required for a contract program, Mason and PCI shall mutually agree upon allocation of the associated cost.
- ii. **Events without Travel** - If the instructor does not need to travel (within a 125-mile radius of Washington, DC) for a contract training event Mason will pay PCI as follows:
 - \$4,200 for a 1-day seminar
 - \$3,400 for each additional day

d. Asynchronous Training:

Product	Who is Hosting?	Recommended Pricing	Revenue Split
Corporate License Existing GMU Program	Customer	\$2,000/hour of final training deliverable	65% PCI 35% GMU CPE
Corporate License Custom Program	Customer	\$2,500/hour of final training deliverable	65% PCI 35% GMU CPE
eLearning Subscription GMU Hosted	GMU CPE	\$450/person/month	65% PCI 35% GMU CPE
eLearning Subscription PCI Hosted	PCI – on a GMU Branded Page	\$450/person/month	70% PCI 30% GMU CPE

- V. CONTRACT ADMINISTRATION:** Sarah Harper Hott, Director of Operations, Continuing and Professional Education, 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:** Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30, after receipt of invoice in the accounts payable email inbox.
- VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- A. This signed form;
 - B. Data Security Addendum (attached);
 - C. Negotiation Response dated September 10, 2024 (attached);
 - D. RFP No. GMU-ER0506-24, in its entirety (attached);
 - E. Contractor's proposal dated July 16, 2024 (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 and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

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

segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

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

J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

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

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

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.

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

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but

not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

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

- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), 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. Contractor understands and acknowledges that Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent

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

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

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

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

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

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

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. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- GG. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response;

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

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

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

applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.

6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. 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.

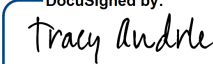
RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party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

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or

dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

- SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.
- TT. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Public Contracting Institute, LLC


DocuSigned by:

3C3AF62E6EA8483...
Signature

Name: Tracy Andrie

Title: Managing Member

Date: 10/29/2024

George Mason University

DocuSigned by:

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Signature

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 10/29/2024

**Data Security Addendum for inclusion in GMU-ER0506-24 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Public Contracting Institute, LLC (“Selected Firm/Vendor”) dated 10/29/2024 (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected 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 Protected Data will be safeguarded 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. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected 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. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- 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 Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected 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 Protected 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 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

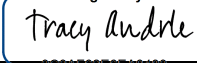
- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to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

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) 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 industry-standard and up-to-date scanning technology, 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. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The 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 these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

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.

Public Contracting Institute, LLC

DocuSigned by:

3C3AF62E6EA8483...
Signature

Name: Tracy Andrie

Title: Managing Member

Date: 10/29/2024

George Mason University

DocuSigned by:

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Signature

Name: Clifford Shore

Title: Chief Procurement officer

Date: 10/29/2024



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

September 10, 2024

Ms. Tracy E. Andrle
Managing Member – tracy@publiccontractinginstitute.com
Public Contracting Institute, LLC (PCI)
2 Wisconsin Circle Suite 700
Bethesda, Maryland 20815

SUBJECT: RFP Negotiations: GMU-ER0506-24, Educational Support Services for Government Contracting Training

Dear Ms. Andrle:

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

Please respond directly on this letter. A reply is requested by COB on September 16, 2024.

1. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. Can you provide a more favorable revenue split per course offering?

PCI Response:

1. Live Virtual Open Enrollment:

Revenue Split: PCI 65% | 35% Mason

Previously, the revenue split was 70/30. As a commitment to our partnership, in 2020, PCI agreed to the adjusted revenue split of 65/35 due to the pandemic and the need to convert all classes from in-person to virtual. PCI covered all expenses of class content conversion.

PCI is comfortable maintaining the current 65/35 split.

Propose: PCI needs to cover the cost of course development/updates, instructor fees, web hosting licenses, CPE and CLE accreditation fees, certificate recordkeeping, long-term recording and class content hosting, and email marketing. Most of these costs are the same whether 5 or 50 students attend. We propose 65/35 for classes with full price registrations up to 20 and 60/40 for classes with full price registration 21 and over.

2. In-Person Open Enrollment:

Revenue Split: PCI 70% | Mason 30%

The increase of 5% from Virtual for PCI is to cover additional costs associated with in-person classes, including:

- Printing of class manuals/materials.
- Classroom Supplies: notepads, pens, water, flip charts, etc.

Propose: PCI 2/3 of gross revenue | Mason 1/3 gross revenue

3. Contracted Training (customized):

PCI is in agreement to the terms of its existing contract **GMU-1548-19**.

- 1) **Events with Travel** - If the instructor must travel for a contract training event, Mason will pay PCI \$5,697.73 for a 1-day seminar and \$3,700.00 for each additional seminar day. These are fixed costs and include: instructor fees, all material costs for up to 30 students, content tailoring/customization, and all instructor travel costs. In the event that additional development is required for a contract program, Mason and PCI shall mutually agree upon allocation of the associated cost.
- 2) **Events without Travel** - If the instructor does not need to travel (within a 125-mile radius of Washington, DC) for a contract training event Mason will pay PCI as follows:
 - \$4,200.00 for a 1-day seminar
 - \$3,400 for each additional day

Comment: The pricing offered is the same as 2019, yet costs have increased significantly over the past few years. That said, as we have done several times in the past, if your customer's contract training budget is less than your pricing (our fee plus your overhead), we will work with Mason to cut costs where we can. Some contract training costs are variable based on the amount of time spent on content customization, location and travel costs, and the number of materials to be printed. Therefore, pricing each contract training separately could yield sizable savings.

2. Can PCI offer any additional financial or value-added incentives to Mason?

PCI Response:

1. Registration for a certificate program rather than a single class yields significantly more revenue. In PCI's proposal, we proposed new certificate programs and updates to the existing ones. PCI proposes undertaking a major marketing campaign to promote the certificate programs. Our GovCon personnel database has increased by several thousand in recent years and marketing to this list could generate many new registrations. There are more than 100,000 contacts in PCI's marketing database, and PCI is developing new market-segmented advertising contact lists for more focused, and effective marketing efforts.
2. A value-added incentive for customers is access to additional training at no additional cost. Since PCI already runs multiple webinars each month for its annual subscribers, we propose offering Mason certificate program registrants access to these PCI Forum webinars. This incentive would likely attract new certificate program registrations.
3. In order to attract companies to "train their team" (registering multiple employees), we propose offering buy one at full price, receive 50% off for each additional registrant. If marketed to both PCI's and GMU CPE's databases, enrollment should considerably increase, especially for certificate programs. PCI and Mason have offered buy one get one to select customers but have not done this on a large scale.

3. In PCI's proposal you state "Asynchronous Training: Should Mason decide to offer eLearning, PCI will develop the content to be LMS compatible upon a negotiated price. PCI guarantees to offer the Mason the most favorable price offered to other customers." What is the suggested revenue split for these courses?

PCI Response:

Asynchronous training should be sold through two avenues. First, the product should be sold as a corporate license that allows a company to have the training in their corporate LMS. These would be a part of that company's internal training system and would not provide a GMU CPE certificate. Second, the product should be sold as a subscription where users log into their subscription to view the training. Once they have completed all the training in a certificate program, they receive a GMU CPE certificate.

For the corporate license asynchronous training where a company buys a license to have the training to be hosted on their servers, we suggest a \$2,000/hour pricing model. For these trainings, PCI will receive a 65%

share, and GMU a 35% share assuming new material does not need to be produced. If the customer is requesting new material, we would suggest a \$2,500/hour pricing model, with PCI receiving 70% and GMU CPE 30%, to cover the increased cost of course development.

Many users of asynchronous training prefer the provider host the asynchronous training on their servers – think of something like Duolingo, Khan Academy, or Coursera. When this is done, most providers of similar training products in other industries use a subscription-based pricing model, where users subscribe to the entire catalog of asynchronous training. This will front load the development costs, since Mason-branded asynchronous training will need to be developed before they can be sold. PCI is willing to bear these development costs, but will need to approach the pricing and revenue split carefully. PCI recommends selling access to the asynchronous training product at \$450/person/month. This could be pro-rated for groups or organizations. We should plan to have at least enough courses in the course library to earn a certificate before launching the product. For provider-hosted asynchronous training, PCI's revenue split will depend on whether the training is hosted on GMU CPE's servers or on PCI's servers. If GMU CPE is hosting the training, then a 65% PCI 35% GMU CPE revenue split is acceptable. If PCI is hosting the asynchronous training on its own servers, branded to match GMU CPE's website, PCI would request a 70% revenue split to cover its increased hosting and development costs. We have included a chart to help simplify the pricing and split.

Product	Who is Hosting?	Recommended Pricing	Revenue Split
Corporate License Existing GMU Program	Customer	\$2,000/hour of final training deliverable	65% PCI 35% GMU CPE
Corporate License Custom Program	Customer	\$2,500/hour of final training deliverable	65% PCI 35% GMU CPE
eLearning Subscription GMU Hosted	GMU CPE	\$450/person/month	65% PCI 35% GMU CPE
eLearning Subscription PCI Hosted	PCI – on a GMU Branded Page	\$450/person/month	70% PCI 30% GMU CPE

4. Does PCI have any data on conversion rates for those that attend the free webinars to registering for courses?

PCI Response:

Almost every customer that spends money on paid courses through PCI also attends free webinars.

For example, **all but one** of PCI's new annual subscribers in 2024 had someone in their organization attend a free webinar in the year prior. PCI's annual subscription is its largest and most profitable year-over-year training product. Of the 99 new annual subscribers in those new organizations that did not register for PCI's annual subscription in 2023, 90 of them had someone in their organization attend a program at no cost in 2023. While not every one of those 90 new annual subscription registrants can be entirely attributed to free webinar attendance, it is very clear that many of our best subscribers test or augment our offerings using the free webinar program prior to making a purchase. This effort builds our mailing list, builds good will, and lets our customers test the quality of our offerings before making a purchase.

This makes PCI's free webinar program the second most powerful tool in PCI's business development arsenal after direct email marketing.

5. If awarded a contract, do you acknowledge, agree and understand George Mason University cannot guarantee a minimum amount of business?

PCI Response:

Agreed.

PCI would like to maintain the course registration minimum of 8 students. If fewer than 8 have registered, Mason and PCI will work together to boost enrollment or jointly agree to cancel the class.

6. Confirm, as certified on the signed RFP Cover Page submitted in PCI's proposal, PCI does not take any exceptions to Mason's Standard Contract (RFP Attachment B) and PCI will not add any additional forms or documents after contract execution.

PCI Response:
Confirmed.

Please advise if you have any questions or need clarification before responding.

Regards,

A handwritten signature in black ink that reads "Erin Rauch". The signature is fluid and cursive, with the first name "Erin" and last name "Rauch" clearly distinguishable.

Erin Rauch, CPPB, VCO, CUPO
Assistant Director | Purchasing
erauch@gmu.edu

Responses Provided by:

Tracy Andrle
Managing Member
Public Contracting Institute
September 12, 2024



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



REQUEST FOR PROPOSALS GMU-ER0506-24

ISSUE DATE: June 14, 2024

TITLE: Educational Support Services for Government Contracting Training

PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on June 26, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on July 2, 2024.

PROPOSAL DUE DATE AND TIME: July 16, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: _____

☐ Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

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

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GMU-ER0506-24

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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 educational support services for non-credit government contracting courses for the Continuing and Professional Education department of George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is a public institution of higher education 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 as outlined in Attachment B – Sample Contract. Any exceptions to our standard contract and General Terms and Conditions must 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 and agency of the Commonwealth of 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.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment B – Sample Contract, Statements of Work (“SOW”) for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW’s must be on a form approved by Mason prior to the start of the contract.

For software only: In addition to the above note, the Offeror must submit with their proposal any agreement that Mason would be required to sign with a third party.

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

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

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

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

VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

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

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

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

IX. PERIOD OF PERFORMANCE: Three (3) years from Effective Date of contract with four (4) successive one-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. George Mason University's Continuing and Professional Education (Mason) has a large background in the Government Contracting field and has gained much experience throughout the years. In the past Mason has partnered with the vendor, The Public Contracting Institute (PCI). The Public Contracting Institute provided training seminars in connection with open enrollment programs and contract classes to all customers. Open enrollment training seminars were successfully conducted at the coordination and direction of Mason and either online or at a facility provided by Mason.

XI. STATEMENT OF NEEDS: Continuing & Professional Education (CPE) seeks strategic collaborative relationships with contractor(s) who will provide various training services, academic consulting, and subject matter expertise in Government Contracting. The contractor should possess subject matter expertise and at least two-years' experience within the last five years providing training services in the selected related topics to a four-year higher education institution. Services will be related to the execution of our on-going professional development non-credit programs. Open enrollment programs may be scheduled online, asynchronous or synchronous as well as in-person daytime, evenings, and weekends, at multiple locations to include Fairfax, Prince William, Arlington, or other select strategic locations.

A. The contractor shall provide proven curriculum and instructors for Government Contracting courses addressing the most up to date knowledge in the Government Contracting Sector.

B. The contractor should be able to meet and provide the following requirements:

1. Supply proven curriculum in Government Contracting demonstrating a minimum of two years of experience delivering curriculum in higher education environments and five or more total years of experience developing and delivering Government Contracting curriculum.
2. Provide quality instructors with in-depth subject matter expertise across industries within Government Contracting. In addition to teaching content experience, instructors must be proven to be skilled in this field and are knowledgeable and current in their familiarity and application of the seminar content to be delivered.
3. Provide student experience within the course to support and encourage transfer and application of course content.
4. Provide tangible marketing support such as promotional outreach activities to generate additional students.

5. Provide no fee substantive content for use in CPE newsletters/website and other uses to promote program.
6. Understand and comply with all university, federal, state compliance, regulations and guidelines related to student recruitment, interactions, data or financial matters.

XII. 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 2.d. below for details on how to submit a redacted proposal). 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.

An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

- a. Pricing or any calculation used to determine pricing;
- b. A notation or footer on the bottom of every page with "proprietary and confidential;"
- c. Entire contents of company history or executive summary;
- d. A case study, social media post, or billboard already available to the public;
- e. Name of company or firm listed as a reference;
- f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>
- h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

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. A statement simply noting "trade secret" is not a sufficient reason for redaction. 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. Exceptions (if any) to Mason's two-party contract, Attachment B.
- d. Any SOW or supplemental document Mason may be required to sign. See section IV. Final Contract
- e. State your payment preference as required in Bonfire. (See section XV.)

2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
 - c. Your library of the Government Contracting courses offered and a summary of each course.
 - d. An example course to include a syllabus and instructor information.
 - e. Course communication examples, i.e. how are students contacted and given the course links/information.
5. Proposed Pricing: Pricing should be provided as a revenue split/share.
 - a. Include discount options that may be passed through to potential students.
 - b. Include your invoicing process. How are revenue shares split up and invoiced?
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.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products/services offered and suitability for the intended purpose	25
2.	Qualifications and experiences of offeror in providing the goods/services	25
3.	Specific plans or methodology to be used to provide the services	20
4.	Price Offered	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 offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need

not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

XIV. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS: After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system may require submission to Mason's Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The contractor must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product. The contractor should be prepared to submit any of the following items including but not limited to:

- Data Dictionary identifying the data elements available for use in the product;
- Data integration documentation;
- Architecture diagrams;
- Security documentation, including but not limited to the vendor's SOC 2 Type (preferred) and/or your third-party hosting vendor's SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or "sandbox" for accessibility testing;
- And any single sign-on documentation;
- Additional documentation or items may be requested as needed during the review process;
- The contractor may be asked to answer ASRB questions verbally or in writing.

It is imperative that the contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

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

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 Virtual Payables 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. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.

J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVIII. RFP SCHEDULE (Subject to Change): Go to Mason's Bonfire Portal for all updates and schedule changes.
<https://gmu.bonfirehub.com>

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT

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 _____, 2024 (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.

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

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

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

Negotiated price schedule will be inserted here.

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 selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 (*or as selected in Payment Terms / Method of Payment*), after receipt of invoice in the accounts payable email inbox.

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

- A. This signed form;
- B. Data Security Addendum (attached);
- C. Negotiation Response(s) dated XXXXX (attached);
- D. RFP No. GMU-XXXX-XX, in its entirety (attached);
- E. Contractor’s proposal dated XXXXXX (attached);
- F. Contractor’s Statement of Work template (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 and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter

acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance

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

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

- a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), 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. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 - 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
 2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- GG. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract

increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.
- LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (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/>.
- PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

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

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. 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.

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Data Security Addendum for inclusion in GMU-ER0506-24 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor (“Selected Firm/Vendor”) dated _____ (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected 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 Protected Data will be safeguarded 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. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected 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. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- 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 Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected 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 Protected 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 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 Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) 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 industry-standard and up-to-date scanning technology, 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. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The 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 these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

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

Signature

Name:

Name:

Title:

Title:

Date:

Date:



Public Contracting Institute, LLC
2 Wisconsin Circle
Suite 700
Bethesda, Maryland 20815

Due Date: July 16, 2024

Time: 2:00PM

RFP Number: GMU-ER0506-24
RFP Title: Educational Support Services for Government Contracting Training
Name of Contract Officer or Buyer: James F. Russell

Proprietary Information

All proprietary information in this proposal had been removed. This information is either personally identifying information or intellectual property of the Public Contracting Institute. See below for a brief outline of the location of all proprietary information in this document, as well as the reasons why the information is proprietary.

2. Executive Summary, pp 5-6

This information is marked proprietary because PCI has not yet offered these programs in conjunction with George Mason University.

3.c. References, pp. 9-11

This information is marked proprietary because it includes personal information, such as phone numbers, for PCI's references.

4.a. Specific Plan, pp. 11-12

This information is marked proprietary because PCI has not yet offered these programs in conjunction with George Mason University.

4.b.B.4. What, when and how services are to be performed, pp. 14

This information is marked proprietary because it references a program that PCI has not yet offered in conjunction with George Mason University.

4.c.2. Proposed New Offerings, pp. 27-26

This information is marked proprietary because PCI has not yet offered these programs in conjunction with George Mason University.



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RFP Response

1. Procedural Submission:

- a. Return signed cover page and all addenda, if any, signed and completed as required. **Complete, See Appendix C**
- b. Return Attachment A - Small Business Subcontracting Plan. **Complete, see Appendix C**
- e. State your payment preference as required in Bonfire. **Complete**

2. **Executive Summary:**

The Public Contracting Institute (PCI) is very proud of its partnership with George Mason University Continuing and Professional Education (Mason CPE). We have had the pleasure of working with Mason CPE since 2014 delivering *Government Contracting* and *Federal Grants* training and hope to have many more years of mutually beneficial association.

PCI is an instructor-owned, small business founded in 2010 dedicated to delivering the best leading-edge accredited training for public contracting professionals in both Government and industry. PCI's seminars, webinars, virtual classes, eLearning, and on-site trainings are practical, interactive, and of the highest caliber.

Since the partnership began in 2014, PCI and the Mason CPE teams have joined forces to deliver high-quality training that consistently receives excellent reviews from students. PCI staff and instructors recognize and appreciate the value of partnering with a prestigious university and remain committed to tailoring first-class programs to fit Mason CPE's needs and meet or exceed its high standards.

Throughout the 10 years of working together, PCI and Mason CPE have worked together to modify the curriculum many times. From analyzing enrollment, reading student reviews, polling customers, and following industry issues and hot topics, we made changes to the individual courses offerings and stood up many different Virtual Instructor-Led Training (VILT) series. Most remarkably, we survived the pandemic together!

PCI was awarded the recompetes of this contract in 2019 with updated curriculum of all in-person classes. Then, boom, 2020 took us by surprise as we faced COVID and the inability to convene classes in-person. In Spring 2020, as we were cancelling in-person classes, PCI held a virtual meeting with the instructors and asked if they would be willing to convert their classes from an in-person format to live virtual training. This required significant content adjustments to be delivered in short segments, adding interactive components to engage the students. (Example: 3-day in-person Fundamentals delivered from 8:30 am – 4:00 pm became a virtual program held over 4 days from 10:00 am – 2:30 pm). This also required an investment on the part of PCI to equip instructors with adequate computers, microphones, and high-speed internet. Thanks to the commitment of the instructors and Mason CPE staff reworking the schedule and website, we were 100% virtual by late that summer. The response was a resounding success as revenue increased by more than 170% in 2021 as compared to 2019.

Now, with the return of the workforce back to their offices, we believe this presents another opportunity to diversify our training delivery methods and create additional successful revenue streams!

Proposal Highlights

- Our Committed Organization and Staff. See Section 3.
- Many References from PCI Clients. See Section 3c.
- Business Development Efforts. See section 4a, Step 3.
- 2020: The Successful Pivot to Virtual Classes. See section 4b (4).
- Current *Government Contracting* and *Federal Grants* Curriculum. See Section 4c.
 - [Redacted]
- Shared Risk Revenue Sharing Pricing Model. See Section 5
- A Strong Bench of Subject-Matter Expert Instructors. See Appendix B.

PCI's proven track record with Mason CPE sets it apart from its competitors. We believe that PCI is best positioned for partnership with Mason CPE not only for continuity, but for growth into the future.

PCI's track record features:

- Student-centered, customer-driven course offerings,
- fully-developed up-to-date, quality content for existing and new classes,
- a deep bench of highly skilled, subject-matter expert instructors,
- attention to detail for the customer experience,
- thoroughness in customizing courses,
- popular interactive live instructor-led virtual training methods,
- top-rate customer service and strong evaluations,
- effective marketing across multiple forms of media,
- pro bono programs for business development,
- shared risk for profit and loss, and
- flexibility to adapt to industry changes and customer needs.

Our proposal catalogs our current joint offerings and proposes new programs to enhance these offerings. We hope you will find this proposal, together with the goodwill that PCI has fostered since its inception, to be the most promising proposal for continuing to grow the Mason CPE program.

3. Qualification and Experience:

Describe your experience qualifications and success in providing the services described in the Statement of Needs to include the following:

a. Background and brief history of your company

The Public Contracting Institute (PCI) was founded in 2010 as an instructor-owned small business dedicated to offering the best up-to-date, accredited training for government contracting professionals. PCI's seminars, webinars, virtual classes, and customized on-site training are practical, interactive, and of the highest caliber. Our seasoned instructors update the materials for every program to ensure that they cover the most recent developments.

More than 100 senior professionals serve as our instructors. These individuals are nationally recognized experts. Their ranks include experienced legal, accounting, contract management, and other highly qualified professionals from Government, industry, academia, and prestigious law and accounting firms. Their wealth of in-depth knowledge and experience in their individual discipline areas translates to proven success in teaching government contracts topics. Our instructors are dedicated to providing quality training, taking student feedback and questions into consideration, and delivering the most current information in the industry.

PCI is dedicated to knowledge creation and employing effective learning methodologies for the government contracting community both here and abroad. In doing so, PCI delivers numerous Government contracting 101 webinars for free and authors an extensive blog with articles on trends, regulatory changes, and court decisions in the changing Government marketplace.

b. Names, qualifications and experience of personnel to be assigned to work with Mason.

Board of Directors (15)

- **Tracy E. Andriele**, Managing Member, Public Contracting Institute LLC
- **Nichole D. Atallah**, Partner, PilieroMazza PLLC
- **Paul M. Bailey**, Director, Capital Edge Consulting, Inc.
- **Louis Chiarella**, Senior Counsel, Crowell & Moring LLP
- **Stephen Daoust**, President, Go FARther Consulting LLC
- **David A. Drabkin**, President, Drabkin & Associates
- **Fred W. Geldon**, Senior Counsel, Steptoe & Johnson LLP
- **Garry Grossman**, Professorial Lecturer in Law, The George Washington University
- **E. Sanderson Hoe**, Senior of Counsel, Covington & Burling LLP (Board Chairman)
- **Ira E. Hoffman**, Senior Government Contracts Attorney
- **Ralph C. Nash, Jr.**, Professor Emeritus of Law, The George Washington University
- **Phillip R. Seckman**, Partner, Dentons
- **Timothy Sullivan**, Senior Government Contracts Attorney
- **William R. Walter**, Managing Director, Forvis Mazars GovCon Consulting
- **Mary Karen Wills**, Managing Director, Berkeley Research Group LLC

Key Consultants (8)

- **Larry Allen**, Content Advisor and Development
- **Ki Capitano**, Content Advisor and Development
- **Nikel Davis**, Accounting Manager
- **Lyle Eesley**, Content Advisor and Development

- **Paula Gannon**, Marketing Advisor
- **Tom Reid**, Content Advisor and Development
- **Chrissy Rey**, Technical Advisor
- **Matthew Stevens**, Content Advisor and Development

Key Management Personnel (8)

Tracy Andrle, Managing Member

Tracy is a founding member of PCI and has successfully grown the company since 2010 to be a leading provider of government contracts training. She has extensive experience in establishing relationships with customers, partners, and stakeholders; negotiating and managing contracts; building curriculum; staying current on government contracting issues; and adapting proven educational techniques, methodologies, and technologies.

Ophelia Acolatse, Customer Service and Materials Manager

Ophelia is the Customer Service Manager and has been with PCI since September 2015 managing all aspects of registrations, invoicing, vendor agreements, and course materials. She is a key coordinator with Mason CPE staff and students to ensure the best possible training experience. Ophelia provides extensive administrative and quality control support and goes above and beyond to make sure that everyone has a 5-star experience.

John Plinke, Senior Program and Technology Manager

John is a graduate of the George Washington University Law School with a concentration in government contracts and directs all aspects of PCI's content and programming. He oversees PCI's program managers, delivering more than 400 classes annually; works with subject matter experts to develop new programs; and manages technology at PCI. Having experience as a government contracts attorney, computer technician, and software developer, he was integral to PCI's shift to all-virtual training during COVID, and the recent development of 200+ hours of interactive eLearning. Thanks to John and his team, customers are well-equipped to seamlessly participate in any training that PCI has to offer.

Joshualy Ortiz, Program Manager & CLE Coordinator

Joshualy has been a vital member of the PCI Team since 2021 managing programs and accreditation for PCI's extensive trainings. Joshualy specializes in coordinating and communicating with instructors, customers, and accreditation boards to ensure that PCI customers receive top notch training and earn Continuing Legal Education or Continuing Professional Education credits while doing so. She also creates and manages PCI's social media campaigns.

Joshua Piña, Program Manager

Joshua joined PCI in 2022 after completing his military service in the United States Army with a medical retirement. He has been an instrumental Program Manager adding significant value to many classes, including PCI's popular FUN with the FARSM and May the Clause Be With YouSM programs. Joshua works diligently with instructors and students to make sure everyone has a positive learning experience. Joshua also maintains many aspects of the website and researches effective new tools to enhance training.

Rose Piña, Program Manager

Rose is an important member of the Program Management team facilitating all aspects of course production, with both instructors and students. She manages program logistics, materials, technology, and customer requests. Rose is finishing her B.S. in Psychology and has strong people skills from her diverse background in customer-focused roles.

Laura Catuska, Content Coordinator

Laura is PCI's newest team member. She has an extensive background in developing training content and managing business critical databases. Laura maintains PCI's extensive spreadsheet of every course topic suggested by students and works with staff to create and/or schedule that program. Laura has brought a new level of customer service to PCI and a business development resource that is very successful.

Teddy Bravo Saavedra, Website & SEO Strategist

Teddy is a dedicated SEO and WordPress specialist with extensive experience in optimizing websites for search engines and enhancing user experience. His expertise includes web architecture, keyword research, and on-page optimization. His commitment to achieving outstanding results along with his passion for his work drives him to continuously stay updated with the latest industry trends and best practices. One of his primary objectives is to grow the company's digital presence significantly.

- c. **No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.**

[The personal and contact information in this section have been redacted]
The Johns Hopkins University Applied Physics Laboratory

KBR

Sodexo

ASUS, Inc.

Bureau of Land Management

Agency for Healthcare Research and Quality

Northrop Grumman Corporation (NGC)

ORAU

Mathematica

NALTO

Mercer

Specific Plan (Methodology):

Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

a. Your approach to providing the services described herein.

Step 1: Understand what existing customers and potential customers need.

- PCI polls thousands of customers each year asking for feedback and desired training topics.
- PCI maintains an extensive spreadsheet of every course topic that has been requested.

Step 2: Review existing programs both by topic and delivery method to determine what is successful.

- PCI has conducted a careful review of classes delivered pre and post pandemic.
- PCI reviews program performance each summer prior to scheduling the next year's programming.

Step 3: Meet with Mason CPE staff to discuss the results from steps 1 and 2 and propose curriculum options. Many are in this proposal.

- PCI suggests offering multiple course options to meet the needs of diverse learners.
 - Synchronous: Live Virtual and In-Person Classes
 - [Redacted]
- PCI proposes new strategic classes with careful attention not to dilute value with volume.
- PCI suggests offering free content through 60-minute webinars, video shorts, blogs, and newsletter articles. These business development efforts, especially free webinars, are a great way to introduce people to your programs and earn their trust.

Step 4: Schedule and deliver training as agreed upon.

- A draft 2025 schedule has been compiled subject to any changes Mason CPE desires.
- PCI has the flexibility to add or revise curriculum with very little lead time as necessary.

b. What, when and how services are to be performed.

Statement of Needs

A. The contractor shall provide proven curriculum and instructors for Government Contracting courses addressing the most up to date knowledge in the Government Contracting Sector.

PCI has been providing Government Contracts training since 2010. Last year alone, PCI delivered nearly 500 classes via diversified delivery methods, including:

- Virtual Instructor-Led Training (VILT)
- Instructor-Led Training (ILT), face-to-face, multiple locations across the country
- Customized On-Site Training (contract training)
- eLearning (interactive, online)
- Recorded Training
- Hybrid: VILT & ILT

PCI has multiple checks and balances in place for vetting course content and the effectiveness of instructors:

1. **Accreditation Boards.** In order to provide credit, every training must adhere to strict regulations governed by either the State bar associations (CLE), Defense Acquisition University (CLP), and National Association of State Boards of Accountancy (CPE). These regulations require instructors to have specific credentials, content that meets rigorous minimum standards, and student evaluations on all aspects of the training.
2. **Customer Satisfaction.** Providing premier customer service is paramount. PCI staff go above and beyond to make sure that every student's needs are met. In fact, if a fair rating or a complaint is received, program managers follow-up immediately and do whatever possible to make things right. For a course being delivered virtually, all students are offered technical assistance prior to the start of class.
3. **Instructors.** Our faculty are respected leaders in their field. They are also very busy. They value their reputation and give substantial time to ensure that students receive the highest quality experience. One instructor recently said, "I like teaching for PCI because you make things easy." Our program managers take care of all the details, including technology assistance, in order for the instructors to just do what they do best, teach!
4. **Audits.** Whenever we roll out a new course or make significant updates, we select at least a dozen customers to attend the course and provide feedback. All feedback is conveyed to the instructor and improvements are made. Whenever a new instructor is invited to speak, he is joined by a long-standing instructor to provide guidance and feedback.

B. The contractor should be able to meet and provide the following requirements:

1. *Supply proven curriculum in Government Contracting demonstrating a minimum of two years of experience delivering curriculum in higher education environments and five or more total years of experience developing and delivering Government Contracting curriculum.*

PCI has been delivering government contracts education to George Mason University students for ten years (since 2014). Hundreds of students from universities across the country, including Johns Hopkins, Tulane, the University of Miami, University of California, and the Massachusetts Institute of Technology have attended PCI's open enrollment programs or have received customized training. We also see a tremendous opportunity to expand Mason CPE's training offerings into Federal Grants; offering grants training to non-profits and educational institutions presents a massive growth opportunity!

2. *Provide quality instructors with in-depth subject matter expertise across industries within Government Contracting. In addition to teaching content experience, instructors must be proven to be skilled in this field and are knowledgeable and current in their familiarity and application of the seminar content to be delivered.*

PCI was founded in 2010 by highly-experienced government contracts lawyers and accountants from the Government and from prominent private-sector law and

accounting firms. These experienced professionals had been teaching for other seminar companies for decades, and formed PCI because they were dedicated to teaching and wanted to leverage their dedication and experience within an instructor-owned organization. Since its founding, PCI has recruited over 100 instructors with expertise in all areas of federal contracting, international contracting, grants, and leadership development. We are very fortunate to have a deep bench of instructors. In the event of illnesses or other conflicts, the training will still take place!

Also, as new topics emerge in the world of government contracting, we locate the very best instructors. We also make a concerted effort to represent diversity as well as recruit the next generation of instructors.

3. *Provide student experience within the course to support and encourage transfer and application of course content.*

The critical components to training are practical instruction, quality materials, and student interaction. PCI promotes interaction through case studies, scenarios, and hands-on exercises wherever possible. In the virtual environment, we maximize interaction as much as technically possible through polling questions, knowledge checks, breakout rooms, and open microphone Q&A.

4. *Provide tangible marketing support such as promotional outreach activities to generate additional students.*

PCI produces email ads and social media campaigns multiple times per week. Our email lists are in the hundreds of thousands. We also invest significant funds in Google ad words specifically to raise awareness of Mason CPE's government contracts course offerings.

We believe Mason CPE Government Contracts and Grants training programs have the potential to grow considerably.

Real-life scenario:

- Take a look at the revenue from 2019 at a time when the majority of class offerings were only in-person.
- Then 2020 struck and life turned upside down. Due to COVID, getting together in-person became impossible.
- Thanks to the support of Mason staff, PCI's tech-savvy staff, and the commitment of many instructors, we were able to pivot quickly and convert all classes to a virtual format. PCI invested in equipping its instructors with the necessary microphones, cameras, and internet necessary to deliver training virtually. It was quite an undertaking and was an enormous success.
- The revenue increase in 2021 was more than 170%!

Why did this happen? We believe that we were first to market with an extensive curriculum offered virtually while people were working from home.

Now, with the return of the workforce, we have significant new opportunities through the Mason CPE partnership. [Redacted]

5. *Provide no fee substantive content for use in CPE newsletters/website and other*

uses to promote program.

PCI has an extensive library of blog articles, podcasts, and video shorts. We also deliver 2-4 FREE webinars each month. These outreach efforts build a tremendous following and significantly increase our database of contacts. PCI would be happy to brand any of these products with Mason.

6. *Understand and comply with all university, federal, state compliance, regulations and guidelines related to student recruitment, interactions, data or financial matters.*

Privacy is of the utmost importance and compliance is understood and essential. PCI understands and intends to comply with all university, federal, state compliance, regulations and guidelines. We are aware of the student privacy requirements, data security requirements, and reporting requirements Mason CPE has for its contractors.

c. Your Library of Government Contracting courses offered and a summary of each course.

Below we have included our existing training offerings through Mason CPE with proposed enhancements. We also propose entirely new offerings that we believe will excite students, further Mason CPE's mission, and increase revenue. PCI's full course catalog has also been included as Appendix A.

1. Current Training Offerings
 - A. Current Certificate Programs – Information about the current certificate offerings
 - B. Individual Course Descriptions – Information about the courses included in GMU CPE's certificate programs
 - C. Virtual Instructor-Led Training Series – Additional virtual training programs offered by GMU CPE
2. Proposed Training Offerings
 - A. New Certificate Program
 - B. New Course Offerings

1. Current Training Offerings

A. Current Certificate Programs

Since 2014, PCI has been delivering the following certificate programs through its partnership with George Mason University Continuing Professional Education (CPE). The certificate programs have been adjusted along the way based on customer feedback and enrollment data. Descriptions of each course within the programs follow this bulleted summary, listed chronologically.

- Contract Formation and Administration Certificate
- Contracting with the Federal Government: Accounting Certificate
- Masters Academy in Government Contracting Certificate

Contract Formation and Administration Certificate – 63.5 Contact Hours

The Contract Formation and Administration Certificate is a ten-day in person program,

or a multi-week virtual program covering fundamentals of government contracting, practical applications of the FAR, negotiation strategies and techniques, contract changes, and ethics and compliance in government contracting. Whether you are part of the original proposal or have responsibilities for administering government contracts, this will expand your knowledge and contract management skills. Students must take the core classes and may select one elective to complete the certificate program.

Core Courses:

[CFG 0400 – Government Contracting Fundamentals](#) – 19.5 Contact Hours
[CFG 0404 – The FAR Workshop: Practical Applications & More](#) – 12.0 Contact Hours
[CFG 0451 – Negotiation Strategies and Techniques](#) – 13.0 Contact Hours
[CFG 0452 – Contract Changes and Equitable Adjustments](#) – 13.0 Contact Hours

Electives:

[CFG 0406 – Subcontract Management](#) – 6.0 Contact Hours
[CFG 0407 – Government Contract Compliance and Cybersecurity](#) – 6.0 Contact Hours
[CFG 0428 – Ethics and Compliance in Government Contracting](#) – 6.0 Contact Hours

Contracting with the Federal Government: Accounting Certificate – 62.5 Contact Hours

Mason’s Government Contracts Accounting Certificate is a ten-day in-person program, or a multi-week virtual program composed of five courses covering fundamentals of government contracting, practical applications of the FAR, accounting and auditing for government contracts, timekeeping measures and compliance, and cost and price analysis. If you have any financial responsibility for government contracts, this certificate covers all the foundations you need. Students must take the core classes and may select one elective to complete the certificate program.

Core Courses:

[CFG 0400 – Government Contracting Fundamentals](#) – 19.5 Contact Hours
[CFG 0404 – The FAR Workshop: Practical Applications & More](#) – 12.0 Contact Hours
[CFG 0409 – Contract Cost Accounting Deep Dive](#) – 12.0 Contact Hours
[CFG 0425 - Accounting and Auditing for Government Contracts](#) – 13.0 Contact Hours

Electives:

[CFG 0405 – Contractor Purchasing System Reviews \(CPSR\)](#) – 6.0 Contact Hours
[CFG 0408 – Contract Pricing and Pricing Fundamentals](#) – 6.0 Contact Hours
[CFG 0432 – Timekeeping for Government Contractors](#) – 6.0 Contact Hours

Masters Academy in Government Contracting Certificate – 27 Contact Hours

The Masters Academy in Government Contracting provides an exceptional learning experience on current best practices in key areas of government contracting. Over the course of five days, you will learn the lessons experts have culled during their careers in government contracting.

[CFG 0601 – Masters Academy in Government Contracting Certificate](#) – 27 Contact Hours

B. Individual Course Descriptions

Information about the courses included in GMU CPE's certificate programs, also available for individual class enrollment.

*CFG 0400 – Government Contracting Fundamentals
(3 days in-person or 4 days virtual, 5.5-hour sessions)*

The Government Contracting Fundamentals course is a comprehensive overview and discussion of the federal government contracting process, including applicable procurement laws, regulations, and practical requirements. For those who are new, relatively inexperienced, or require a supervisory understanding of government contracting, this course provides an overview that will familiarize the attendee with the federal contracting process, provide a strong foundation on which to build greater subject-matter expertise, and dispel common myths and misunderstandings. For those with some experience, the course will heighten knowledge, provide context, sharpen issue awareness, and improve the ability to operate successfully in this highly complex and competitive field. This “fundamentals” course is designed to be of benefit to both government and contractor personnel, including contracting officers, contract and subcontract administrators, program and item managers, finance and accounting personnel, engineers, and attorneys (in-house, outside, government).

This course provides a strong overview of the fundamental government contracting process. Course participants will:

- Understand the major differences between government and commercial contracting
- Understand the principle laws and regulations that affect the federal procurement environment
- Become familiar with the major components of the Federal Acquisition Regulation (FAR) and Cost Accounting Standards (CAS)
- Understand the government's legal environment and the players on the government's contracting team
- Understand the different contract types, and their associated opportunities and risks.
- Understand competition alternatives, including full and open competition, set-asides, and sole-source procurements
- Explore various procurement methods and discuss the processes affiliated with each, including competitive negotiations, sealed bidding, simplified acquisition, and federal supply schedules
- Identify multiple types of compliance requirements, audits, and reviews, and the associated penalties for non-compliance
- Recognize the components of a typical government contract and discuss the use and applicability of specific contract clauses, including inspections, changes, terminations, delays, and disputes

*CFG 0404 - The FAR Workshop: Practical Applications & More
(2 days in-person or 3 days virtual, 4.5-hour sessions)*

This course is a fast-paced interactive seminar that examines the organization, content, policy, and procedures of the Federal Acquisition Regulation (FAR) as it applies to

Federal acquisition. It is designed for new professionals in both government and industry, as well as those who want to build familiarity with, or update themselves on, the Federal Government's regulatory system. Those who participate actively in the contract administration process will receive the most direct benefit, but anyone who is a player in government contracting needs to have a basic understanding of the Government's guiding "rulebook." The course includes a review of the topical divisions of the FAR and exercises for participants to practice analyzing FAR-centered contracting issues. Recordings All sessions are recorded and available for one year.

Learning Objectives:

- Identify the foundations, the organization, and principles of the FAR to locate, understand, interpret, and use it in executing business transactions in government contracting.
- Analyze the “why” of the policies, processes and procedures set out in the FAR to better understand the latitude and constraints of executing contracts involving the expenditure of public funds.
- Increase professional understanding of the acquisition system as well as build skills to train, mentor, and coach others in usage of the FAR.
- Improve the participant's ability to add value through their role in the acquisition process.
- Make the FAR your friend, rather than the monster hiding under your bed

CFG 0405 – Contractor Purchasing System Reviews (CPSR) (1 day in-person or 2 days virtual, 3.25-hour sessions)

This course addresses the current Contractor Purchasing System Review (CPSR) environment industry is facing, including the challenges and nuances of the pandemic-caused pivot to the virtual CPSR setting. We will also explore the subject matter areas and common pitfalls that contractors are repeatedly encountering through their CPSRs. This course is recommended for individuals who are responsible for: US Government contractor purchasing or subcontracting; implementing and maintaining adequate purchasing systems; and supporting US Government CPSRs.

Participants will learn:

- The regulatory framework and requirements of the CPSR;
- The time-phased process and major milestones of the entire CPSR lifecycle;
- Highlights of changes and nuances associated with the virtual CPSR process;
- The specific subject matter areas in CPSR scope from both the policy and procedure and practice standpoints;
- The most common CPSR findings and underlying reasons for those findings experienced by industry;
- Recommendations to the prioritization of implementing and maintaining an adequate purchasing system;
- Practical tips for improving your purchasing system compliance posture in advance of your next CPSR; and more!

*CFG 0406 – Subcontract Management
(1 day in-person or 2 days virtual, 3.25-hour sessions)*

This Subcontract Management course is a comprehensive tutorial that explores FAR Part 44, Subcontracting – focusing on identifying and mitigating the vast array of risks often encountered by Government contractors in subcontract arrangements. Against a backdrop of the applicable regulations and relevant case law, the course explores numerous over-arching concepts inherent in federal subcontracting, providing numerous examples and identifying “best practices” for companies. The experience is often enhanced by a comprehensive question and answer dialogue between the instructor and Government/industry attendees, during which the practical nuances of subcontracting issues are explored.

This Subcontract Management is an overview of FAR Part 44, Subcontracting – focusing on:

- Understanding what rights, the government must consent to a prime contractor’s subcontractors, including when those rights apply and when the government may insist that a prime contractor explore competition in subcontracting;
- Reviewing the basic requirements for a contractor’s Purchasing System, including some of the key features the government looks for when conducting a purchasing system review;
- Exploring the mandatory “flowdown” clauses that a prime contractor must include in its commercial subcontracts, as well as other practical flowdowns that may be needed to ensure compliance with the prime contract.

CFG 0407 – Government Contract Compliance and Cybersecurity (1 day in-person or 2 days virtual, 3.25-hour sessions)

This course will provide important guidance for government contractors who are seeking to ensure compliance with the government’s rapidly expanding cybersecurity requirements. Contractors will learn about the statutory and regulatory requirements applicable to contractors including:

- Key agency-specific regulations
- Cyber requirements applicable to owners and operators of critical infrastructure including the defense base
- Best practices for cyber breach investigation and response; and recent and future cyber developments

In this course, the following topics will be addressed:

- Pertinent cybersecurity definitions
- Threat management
- Breach response
- Cybersecurity costs
- Hacker motivations
- FAR and DFARS requirements pertaining to information systems
- The NIST framework
- Agency-wide efforts to regulate cybersecurity
- Cloud computing requirements
- Liability for data breaches

CFG 0408 – Contract Pricing and Pricing Fundamentals (1 day in-person, 2 days virtual, 3.25-hour sessions)

Many federal contractors are wasting significant amounts of time and increasing audit risk and exposure by the improper use of price and cost analysis. Many contractors and Government oversight officials do not understand the true requirements contained in the Federal Acquisition Regulation (FAR) regarding the use of Price Analysis versus Cost Analysis. This results in significant time and expense preparing and justifying detailed cost estimates when the most basic price analysis tools and techniques, which require far less effort, are all that is required. This has been made even more challenging by clarifications made to the FAR in 2011 that encourage contracting officers to reach out and obtain cost details, even when they are not required.

This course will examine the principle phases of price and cost analysis - from the initial contract solicitation to the final contract award. We will cover methods for identifying, considering, and understanding whether the ultimate price will require either cost analysis or price analysis. We will also cover relevant costs, tools and techniques associated with price analysis, key elements associated with cost proposal requirements including documentation of direct labor, material and subcontracts and the associated cost analysis and cost realism analysis. This foundational knowledge can help companies to provide the appropriate levels of data to customers and demand appropriate levels from vendors and subcontracts.

Contract Pricing in Federal Procurement

- Objectives of Government Contract Pricing
- Impact of Method of Contract Pricing
- Maximizing Price Competition
- Current Federal Trends

Pricing Information and Data Requirements

- Certified Cost or Pricing Data
- Exemptions From Certified Cost or Pricing Data
- Data Other Than Certified Cost or Pricing Data
- Impact on Oversight and Audit

Price Analysis

- Definition
- Impact of Competition and Negotiation
- Primary and Secondary Price Related Factors
- Documenting Price Analysis

Cost Analysis

- Definition
- Cost Estimates and FAR Table 15-2

*CFG 0409 – Contract Cost Accounting Deep Dive
(3 days in-person, 4 days virtual, 3.5-hour sessions)*

Contract Cost accounting issues for government contractors can cause no end of headaches. But you do not have to struggle through on your own. The expert instructors at PCI have created a high-intensity boot camp to help alleviate your cost accounting-related headaches and transform cost accounting confusion into cost accounting competence! This course, delivered in a highly-interactive instructor-led classroom setting, uses discussion, lectures, and practical exercises to help you understand the ins and outs of cost accounting issues in government contracting.

During the course, participants will learn about a variety of important topics, including:

- Cost accounting concepts and requirements for direct and indirect costs
- Requirements of Federal Acquisition Regulation (FAR) Subpart 31.2 Cost Principles
- Nature, intent, and requirements of Cost Accounting Standards (CAS)
- Nature, intent, and requirements of the Truth in Negotiations Act/Truthful Cost and Pricing Data
- Incurred cost submissions and related audit approaches & techniques

*CFG 0425 – Accounting and Auditing for Government Contracts
(2 days in-person, 3 days virtual, 4.5-hour sessions)*

Doing business with the U.S. Government can be extremely challenging, but when you layer in the extensive accounting requirements, internal controls, and system expectations that come with U.S. Government contracts, it can become downright frightening. This course is designed to help contractors navigate the details of these requirements so that they can successfully recover all allowable and allocable contract costs incurred in support of their contracts. This course will also prepare contractors for the accounting requirements of government contracts and identify strategies in preparing for audits. Instructors provide real life examples of the challenges associated with the existing accounting and audit environment. Whether your company is new to government contracting or has been in the business for years, this course will be valuable to ensure that you are up to speed with these ever-changing requirements and prepared for the audit.

- Identify basic accounting terms and procedures required for government contracts
- Identify and discuss Federal Acquisition Regulations related to the determination of the allowability, allocability, and reasonableness of costs
- Identify contract types and different interim financing methods
- Identify revenue recognition methods unique to government contracts
- Identify special reporting requirements
- Distinguish competitive vs. non-competitive procurements
- Government contractor system expectations– accounting, estimating, timekeeping, and purchasing
- Determine the current audit environment through an overview of DCAA
- Examine the incurred cost submission and audit approach including penalties for unallowable costs

*CFG 0428 – Ethics and Compliance in Government Contracting
(1 day in-person, 2 days virtual, 3.25-hour sessions)*

Legal and ethical conduct is the way to protect your credibility and earn the respect and trust of your employees, partners, clients, and community. This course provides an in-depth understanding of the ethical and compliance rules that apply in the federal government marketplace. It emphasizes the importance of ethical conduct when contractors do business with the federal government; enables contractor (and government) employees to recognize compliance and ethical issues and traps before they make irreparable mistakes; and advises about support resources.

Upon completion of this course students will be able to:

- Understand the ethical and compliance rules that apply in the federal government
- Identify the importance of ethical and compliant conduct when doing business with the federal government
- Recognize compliance rules, ethical issues and traps before irreparable mistakes are made

CFG 0432 – Timekeeping for Government Contractors

(1 day in-person, 2 days virtual, 3.25-hour sessions)

Course participants will learn regulatory requirements and expectations related to timekeeping/labor reporting. Additionally, this overview serves as a guide through specific FAR and CAS regulations as well as best practices for labor compliance. This course guides the participant through writing policies and procedures, an overview on labor laws and acts, timekeeping roles and compensation requirements, labor accounting methods, and how to prepare employees for audits. The seminar is beneficial to company personnel who are new to government contracting and want to assist their workforce into a world of labor compliance. Learn about the government audit programs for timekeeping and what takes place when the government auditors conduct unannounced floor check interviews. Also, understanding the government internal control audit plan and ways to re-mediate non-compliance will be covered during this course.

- Understand regulatory requirements and expectations related to recording labor hours and the related billed cost
- Outline acceptable company policy and procedures for timekeeping
- What key business systems labor entry affects
- Employee responsibilities and manager roles and expectations when validating/signing off timecards
- Know when to perform and document internal labor audits; what happens in an unannounced floor check
- Develop internal control labor audit plans
- Understanding the differences between manual versus system automated timecards
- Know how to identify non-compliance factors and issues; dealing with false claims and writing/following a remediation plan for corrective action

CFG 0451 – Negotiation Strategies and Techniques

(2 days in-person or 4 days virtual, 3.5-hour sessions)

This course is divided into two parts. The first part is designed to provide attendees with a thorough understanding of the qualities of an effective negotiator, with examples rooted in the government contracting process. The second part focuses on the negotiation process itself—the preparation stage, the actual negotiation, and the techniques for ensuring that the deal is closed once and closed correctly. Class discussion and case studies underscore the importance of the principles covered in the lecture.

- Recognize the traits that make an effective negotiator
- Apply the principles taught in the program to your own negotiations
- Determine effective negotiation practices

- Identify different agenda approaches that can be used to meet your goals
- Recognize and defeat strategies being used against you
- Analyze the human element of a negotiation, often the most important element

*CFG 0452 – Contract Changes and Equitable Adjustments
(2 days in-person or 3 days virtual, 4.5-hour sessions)*

This course focuses on the central role the Changes clause plays in the performance of government contracts. It addresses the use of the clause in ensuring the government achieves its goals during contract performance. The use of the clause by contractors to assert requests for equitable adjustment when the conditions of performance change, the myriad of rules governing the negotiation of equitable adjustments, and the process of modifying the contract to accomplish these goals are covered.

- Identify constructive changes
- Identify excusable delays and suspensions of work
- Learn the rules governing inspection, acceptance, and warranties
- Identify the grounds for default termination
- Learn the rules governing terminations for convenience
- Determine how to price adjustments
- Learn the rules governing payment and discharge

*CFG 0601 – Masters Academy in Government Contracting
(5 days in-person or 9 days virtual, 3.25-hour sessions)*

Prerequisite: To gain the most from the Masters Academy, it is recommended that participants have at least five years of contracting experience in industry, government, law, or accounting.

The Masters Academy is designed to provide an exceptional learning experience. Each day, various experts share their insights into the leading practices of government contracting. Throughout the course, you will have the unique opportunity to learn the lessons experts have culled during their careers in government contracting. This program is not intended to cover the basics or each topic in its entirety. Instead, the Masters Academy is intended as an advanced course focusing on leading practices.

- Learn the most up-to-date thinking on leading practices in government contracting.
- Gain insight into various agencies' positions on new or unresolved acquisition issues (this will benefit both contractors and officials from other agencies.)
- Attain a better understanding of the latest changes in government acquisition policy.
- Acquire insight into experts' thinking on the latest rule changes, court, and GAO decisions

Agenda

Day 1:

Morning: Formation Principles and Acquisition Planning

Afternoon: Types of Contracts

Day 2:

Morning: Compliance and Organization Conflicts of Interest (OCIs)

Afternoon: Proposal Evaluations and Source Selection

Day 3:

Morning: Small Business Contracting and Subcontracting

Afternoon: Evaluating and Managing Bid Protests

Day 4:

Morning: Pricing Equitable Adjustments and Cost Accounting

Afternoon: Changes, Claims and Disputes

Day 5:

Morning: Terminations and Contract Closeouts

C. Virtual Instructor-Led Trainings Series (VILTs)

Virtual training programs delivered through Mason CPE offered outside of A&B.

NEW Essentials of Doing Business with the Federal Government – 16.5 Contact Hours

[CFG 0614 – Essentials of Doing Business with the Federal Government](#)

Scheduled – September 11, 2024 – November 20, 2024; 11 sessions, 90-minutes each

The U.S. Government is a customer like no other. It has interests, and therefore needs, that differ from those of traditional commercial customers. Winning U.S. Government contracts is different. The compliance environment is different. The contract administration process is critically different. Even a contractor's compliance with generally accepted accounting principles might not be enough to satisfy this demanding customer. To be successful in Government contracting, contractor employees must be familiar with the processes that control how Government contracting is conducted, as well as the risks they pose. Join PCI's expert instructor Tim Sullivan as he explores these fundamental concepts of Government contracting over the course of 11 sessions.

- Session 1 - Government as a Customer
- Session 2 - Statutes & Regulations that Guide the Contracting Process
- Session 3 - Procurement Integrity
- Session 4 - Conflicts of Interest
- Session 5 - Changes & Requests for Equitable Adjustments
- Session 6 - Terminations
- Session 7 - Administering CMMC/FISMA/NIST Requirements
- Session 8 - Subcontracting
- Session 9 - Timekeeping Issues
- Session 10 - Accounting Requirements
- Session 11 - How Things Can Go Wrong

Federal Grants Fundamentals – 12 Contact Hours

[CFG 0611 – Federal Grants Fundamentals](#)

Scheduled – August 13, 2024 – September 5, 2024; 8 sessions, 90-minutes each

Uniform Grant Guidance has changed the landscape for those that are in the Grants and Cooperative Agreement community.

These changes drastically affect anyone managing grants and cooperative agreements. It is critical that your organization is not only up-to-date on the latest rules and regulations, and that they understand the sensitivities and important compliance areas for your organization.

Please join us for Federal Grants Fundamentals, to understand the requirements under 2 CFR 200, how the recent changes may impact your federal programs and where to practically begin.

Without the proper guidance and tools, you and your current and future funding are at risk unlike ever before so do not wait until it is too late! Attend the “Federal Grants Fundamentals” to get the guidance you need on the management of grants and cooperative agreements.

This eight-part training event includes eight sessions delivered by compliance experts with deep, contemporary, and relevant grants, accounting, and legal experience. You will return to your office with clear guidance on how to comply, while demonstrating performance and success as well as the fundamentals to revise or revisit your policies and procedures.

- Session 1 – Federal Grant Performance & Compliance
- Session 2 – Framework of Federal Financial Assistance
- Session 3 – Updating Your Policies and Procedures
- Session 4 – Subrecipient Relationships: From First Risk Assessment Through Close Out?
- Session 5 – Procurement Standards
- Session 6 – Cost Issues Part 1
- Session 7 – Cost Issues Part 2
- Session 8 – Post-Award Noncompliance and Audit Resolution

Government Contract Compliance Series (GovCon: Need to Know) – 25.5 Contact Hours

[CFG 0613 – Government Contract Compliance Series \(GovCon: Need to Know\)](#)

Last run – January 23, 2024 – May 14, 2024; 17 sessions, 90-minutes each

The Government Contracts Compliance course is a series composed of 17 90-minute sessions covering “need to know” topics in the field of government contracts. These sessions cover topics such as corruption issues, supply chain issues, and international business to accounting, cybersecurity, administration, and safeguarding information. These processes can often seem overwhelming due to the technical nature, array of statutes, rules, guidance and contract types, and ever-changing legal landscape. This series will provide comprehensive summaries of the issues relevant to government contracts.

- Session 1 - Corruption Issues
- Session 2 - Procurement Process
- Session 3 - International Business Issues
- Session 4 - Supply Chain Issues
- Session 5 - The Other Business Systems
- Session 6 - Cost and Pricing
- Session 7 - Accounting Systems
- Session 8 - The Dark Side
- Session 9 - Cybersecurity
- Session 10 - Interacting with Government
- Session 11 - Antitrust and Lobbying
- Session 12 - Compliance Program
- Session 13 - Contract Administration
- Session 14 -Socioeconomic Issues and Schedule Contracts

- Session 15 - Employment, Health, and Safety
- Session 16 - Safeguarding Proprietary Information
- Session 17 - Classified Contracting, and Privacy Issues

Critical Government Contract Cost Accounting and Financial Compliance Series – 12 Contact Hours

[CFG 0612 – Critical Government Contract Cost Accounting and Financial Compliance Virtual Series](#)

Last run – February 8, 2023 - March 15, 2023; 6 Sessions, 90-minutes each

This course is a fast-paced interactive 6-part webinar that examines the key fundamental aspects and requirements on contract financial matters as it applies to Federal acquisition. Designed for new professionals in both government and industry, as well as those who want to build familiarity with, or update themselves on, the Federal Government's requirements regarding costs proposed or incurred under US Government contracts. The course includes a review of accounting and estimating related topics, and best practices for implementing and maintaining compliance with a plethora of applicable requirements and expectations.

Upon completion of this course, the participant should be familiar with key fundamental aspects of government contract accounting and estimating requirements and expectations.

Designed for: CFOs, Directors, Managers in functional areas of Contract Administration, Accounting, Finance, and Compliance. Any organization with a requirement to support overall regulatory and business systems compliance under federal government contracts.

- Session 1 – The Basics
- Session 2 – Cost Accounting Requirements
- Session 3 – Cost Accounting Requirements Cont'd
- Session 4 – Cost Estimating Requirements
- Session 5 – Cost Accounting Standards
- Session 6 – Cost Billing Requirements and Other Considerations

Supply Chain Hot Topics – 9 Contact Hours

[CFG 0607 – Supply Chain Hot Topics](#)

Last run – October 27, 2021 – December 15, 2021; 7 sessions, 75-minutes each

The past few years have placed a heavy focus on Supply Chain regulation and security. Due to the increased focus on American-made goods paired with foreign security-based worries, the rules surrounding a government contractor's supply chain have grown more complex and are rapidly changing. Since the penalties for non-compliance can be severe, understanding these rules is critical for almost every contractor.

Business System Series – 9 Contact Hours

[CFG 0605 – Business System Series](#)

Last run – September 15, 2021 – November 21, 2021; 6 sessions, 90-minutes each

Baker Tilly, the Public Contracting Institute, and George Mason University Continuing and Professional Education will present this business systems series addressing the

requirements of the DFARS business systems rules. This series, valuable to both DOD and other Federal agency contractors alike, will provide important guidance for any contractor seeking to improve its internal business system compliance, perform system self-assessments, and will help contractors prepare for and respond to government audits. This series will address the six covered business systems and will feature guest speakers discussing practical insights and lessons learned from business system reviews.

- Session 1: Estimating Systems
- Session 2: Accounting Systems
- Session 3: Property Systems
- Session 4: Purchasing Systems
- Session 5: EVMS & MMAS
- Session 6: Business System Administration & Recent Developments

2. Proposed Training Offerings

PCI works hard to keep its programing fresh and up-to-date! One of our greatest strengths lies in our ability to rapidly adapt to a changing market – rotating dated material out, and creating new material that meets the training needs of the government contracting professional.

[Redacted]

d. An example course to include a syllabus and instructor information

CFG – 0400: Government Contracting Fundamentals

The Government Contracting Fundamentals course is a comprehensive overview and discussion of the federal government contracting process, including applicable procurement laws, regulations, and practical requirements. For those who are new, relatively inexperienced, or require a supervisory understanding of government contracting, this course provides an overview that will familiarize the attendee with the federal contracting process, provide a strong foundation on which to build greater subject-matter expertise, and dispel common myths and misunderstandings. For those with some experience, the course will heighten knowledge, provide context, sharpen issue awareness, and improve the ability to operate successfully in this highly complex and competitive field. This “fundamentals” course is designed to be of benefit to both government and contractor personnel, including contracting officers, contract and subcontract administrators, program and item managers, finance and accounting personnel, engineers, and attorneys (in-house, outside, government).

This course provides a strong overview of the fundamental government contracting process. Course participants will:

- Understand the major differences between government and commercial contracting
- Understand the principle laws and regulations that affect the federal procurement environment
- Become familiar with the major components of the Federal Acquisition Regulation (FAR) and Cost Accounting Standards (CAS)
- Understand the government’s legal environment and the players on the government’s contracting team
- Understand the different contract types, and their associated opportunities and risks.
- Understand competition alternatives, including full and open competition, set-asides, and sole-source procurements

- Explore various procurement methods and discuss the processes affiliated with each, including competitive negotiations, sealed bidding, simplified acquisition, and federal supply schedules
- Identify multiple types of compliance requirements, audits, and reviews, and the associated penalties for non-compliance

Recognize the components of a typical government contract and discuss the use and applicability of specific contract clauses, including inspections, changes, terminations, delays, and disputes

Dates & Topics

Monday, May 6th - Thursday, May 9th, 2024

10:00 A.M. -3:30 P.M (ET)

May 6: Part 1

10:00 am–10:30 am

- The contacting process
- Federal procurements
- What applies & governs
- Key statutes and regulations

10:30 am–11:00 am

- Specifications
- How the government buys
- How the government defines its needs
- Design specs

11:00 am–11:30 am

- Performance specs
- Commercial items policy
- Commercial items
- Contract types

11:30 am–12:00 pm

- Why does contract type matter?
- Fixed price contracts
- Firm fix price
- Cost reimbursement contracts

12:00 pm–12:30 pm

- Other contract types
- Scenario 2- IDIQ estimates
- Socioeconomic policies
- Small business set Aside

12:30 pm–1:00 pm

- Lunch break

1:00 pm–1:30 pm

- Exceptions
- Labor standards Davis bacon act
- A priority list of sources
- Federal supply schedules:

1:30pm–2:00 pm

- the big picture
- Competition
- Procurement methods
- Contract methods

2:00 pm–2:30 pm

- Terminology
- Scenario 3: what should you do?
- Three contracting methods
- Sealed bidding advantages

2:30 pm–3:00 pm

- Limitation of contract types
- Sealed bidding
- basic process contract award
- Responsiveness

3:00 pm–3:30 pm

- Responsibility determinations
- Responsiveness vs responsibility
- Competitive negotiations
- Developing the RFP
- Sample RFP

May 7: Part 2

10:00 am–10:30 am

- section C
- Section M
- Section L
- Negotiated procurements

10:30 am–11:00 am

- Basic process
- Disclosure
- Drafting evaluation criteria
- Evaluation factors

11:00 am–11:30 pm

- LPTA
- Trade off process
- Award factors
- Notice of intent to hold discussions

11:30pm–12:00 pm

- Competitive acquisition
- Submission of initial proposal
- Submission of proposals
- Agency source selection structure

12:00pm–12:30 pm

- Evaluation of proposals
- Award without discussions
- Determination to conduct discussions
- Determining competitive range

12:30 pm–1:00 pm

- Lunch Break

1:00 pm–1:30 pm

- Conducting discussions
- Selection for award
- Award decisions
- Debriefings

1:30 pm–2:00 pm

- Contracting methods
- SAP- FAR part 13
- Simplified acquisition threshold
- Commercial item program

2:00 pm–2:30 pm

- Micro-purchase threshold
- Basic process
- Requirements
- Maximum extent practicable

2:30 pm–3:00 pm

- Purchase orders- RFQ
- SAP evaluation
- SAP criteria
- Legal effect of quotes

3:00 pm–3:30 pm

- Bid protests
- Multiple forum choices
- GAO bid protest statistics
- Key Questions

May 8: Part 3

10:00 am–10:30 am

- Potential Remedies
- The procurement process
- Formation
- Administration

10:30 am–11:00 am

- Changes- FAR PART 43
- Constructive vs formal
- Scenarios to consider
- Contract change analysis

11:00 am–11:30 am

- Changes clause - Fixed Price
- Scope of the K
- Scope of the Change
- Formal contract changes mechanics

11:30 am–12:00 pm

- Possible outcomes
- Contract Interpretation
- Intrinsic evidence vs extrinsic evidence
- Risk allocation rule

12:00 pm –12:30 pm

- Defective specifications
- Common specification problems
- Constructive changes - other types

- Differing site conditions

12:30 pm –1:00 pm

- Lunch Break

1:00 pm –1:30 pm

- Equitable Adjustment
- Constructive changes
- Latent & patent ambiguities
- Pricing EA's and Profit

1:30 pm –2:00 pm

- Specs vs Drawings
- Government and contractor delays
- Government Caused Delays
- Contractor delays

2:00 pm –2:30 pm

- FAR part 46
- Inspection, Acceptance and Warranties
- General Policy
- Inspection

2:30 pm–3:00 pm

- Test Standards
- Inspection Clause remedies
- Delivery
- Substantial Compliance
- Timeline

3:00 pm–3:30 pm

- Strict Compliance
- Non confirming items
- Service contracts

May 9: Part 4

10:00 am–10:30 am

- Government mistakes
- Improper inspections
- Waivers
- Acceptance

10:30 am–11:00 am

- Reference for further study
- Termination fir Convenience
- FAR part 49
- Government rights to T4C

11:00 am–11:30 am

- The “Christian Doctrine”
- Basis of T4C decision
- T4C mechanics
- What is in it for the contractor?

11:30 am–12:00 pm

- Is T4C a Pot of Gold?
- References
- Termination for Default
- Default termination definition

12:00 pm –12:30 pm

- Courts
- Bases for T4D
- Cure Notice
- Show Case Notice

12:30 pm –1:00 pm

- Lunch Break

1:00 pm –1:30 pm

- Contractor Defenses
- Waiver of Delivery
- Performance Date
- Government remedies

1:30 pm –2:00 pm

- Contractor Remedies
- Other contract Admin issues
- Ethical Conduct of Personnel
- Organizational conflicts of interest

2:00 pm –2:30 pm

- Intellectual property rights
- Authority issues
- Contract disputes and remedies
- Contract disputes Act

2:30 pm–3:00 pm

- Disputes clauses- FAR 52.233-1
- Who can submit claims?
- Need a proper claim
- Recognizing claims

3:00 pm–3:30 pm

- Boards of Contract Appeals
- Court of Federal Claims
- Contract Close Out
- Conclusion Contract Admin

Instructor Biographies

Lou Chiarella, Senior Counsel, Crowell & Moring LLP

Louis A. (Lou) Chiarella is one of PCI's preeminent government contracting instructors, where he teaches a wide range of topics in an energetic, engaging approach. When not teaching for PCI, Lou works as Senior Counsel at the law firm of Crowell & Moring LLP in its Government Contract practice group. Here he advises clients on a broad range of legal issues, such as bid protests; contract formation and administration issues generally; business and compliance matters; suspension and debarment; ethics and conflicts rules; and OCI mitigation strategies. And finally, when not advising clients, Lou is an Adjunct Professor of Law at the George Washington University Law School, in its Government Procurement Law Program.

From 2001 to 2022 and culminating as Deputy Assistant General Counsel, Mr. Chiarella worked at the U.S. Government Accountability Office (GAO) where he decided more than 2,500 bid protests involving challenges to the solicitation and award of contracts across the entire federal government. He was also a member of the GAO Contract Appeals Board where he adjudicated contract dispute appeals involving legislative branch federal agencies. From 1988 to 2001, Mr. Chiarella served as an active-duty Army Judge Advocate, culminating with his assignment as

Associate Professor, Contract and Fiscal Law Department, Army Judge Advocate General's Legal Center and School. From 2001 to 2018, COL Chiarella served another 17 years as an Army reserve judge advocate. His assignments during this time included: Military Appellate Judge; Reserve Chief Trial Attorney; Assistant General Counsel (Ethics and Fiscal); and finally, Chief Counsel of the Army Futures Command Task Force, which resulted in the Army's largest acquisition-related reorganization in 50 years.

Mr. Chiarella received a bachelor's degree in political science from the University of Notre Dame; a juris doctor from the State University of New York (SUNY) at Buffalo; a master's degree in international affairs from Catholic University of America; and a masters of law degree from the U.S. Army JAG School (<https://www.linkedin.com/in/louis-a-lou-chiarella-75b2548b/>).

Marci Lawson, Contract Attorney, Federal Agency

Marci has practiced in the Government contracting field for over 25 years. While serving as an Air Force Judge Advocate ("JAG," attorney), she advised on all aspects of the Government contracting process including contract formation, administration and litigation. She was an assistant professor of contract and fiscal law at the Army JAG School where she taught thousands of students—both in the US and overseas—and was editor of the law review. She has successfully litigated numerous bid protests at the GAO.

Marci has spent the last 12 years of practice as a Senior Counsel at two Department of Defense agencies' Offices of General Counsel, where she has advised on all aspects of major systems acquisitions and other high dollar acquisitions. She also lectures on contract formation and administration topics multiple times per year.

Marci earned a Bachelor of Arts degree from The Ohio State University, a Juris Doctor degree from the University of Toledo, and an LLM (specializing in Government contracts) from the Army JAG School

e. Course communication examples, i.e. how are students contacted and given the course links/information

The George Mason University CPE course communication/training link is sent via email two business days prior to the scheduled event. Below is an example:

Subject: May 6-9 George Mason University CPE Government Contracting Fundamentals Training Link & Materials - Please Verify Receipt

From: Ophelia Acolatse

Sent: Thursday, May 2, 2024 12:44 PM

Subject: May 6-9 George Mason University CPE Government Contracting Fundamentals Training Link & Materials - Please Verify Receipt

Dear Registrant,

Welcome to the ***Government Contracting Fundamentals*** class through George Mason University Continuing and Professional Education to be held virtually on Monday, May 6, Tuesday, May 7, Wednesday, May 8, and Thursday, May 9 from 10:00 am to 3:30pm (ET). Below is the link with instructions for accessing the training and attached are the materials. **Please respond "Received" to verify receipt.**

1. **Webinar Link:** The link to the class is <https://attendee.gotowebinar.com/register/5585443641132515422>. Alternatively, if you have trouble logging in, please click <https://www.goto.com/webinar/join>

and enter the webinar ID: **797-737-379**. Attendees without the desktop app join in a web browser. GoTo's browser mode only works in Microsoft Edge or Google Chrome.

2. **Call-in number:** The dial-in number is **(631) 992-3221** and the passcode is **675-607-996**. Our recommendation for a smooth feed is to connect via Ethernet (Wi-Fi and mobile hotspots are not recommended) and listen to the audio via telephone rather than computer speakers.
3. **Email:** Please log in with your email address so we can verify your attendance.
4. **Credit:** At the conclusion of this training, Mason certificates will be available through the Mason portal within 5 business days.

Accreditation Requirements for CPE or CLE Certificates:

IMPORTANT: To receive CPE and CLE credit, you need to be signed into GoTo online with your email address and must answer the polling questions. During the program, passwords will be flashed on the screen – write these down, they're necessary to receive credit. Listening exclusively via phone is not eligible for credit

- Attendance as well as participation are required by the accreditation boards. Please respond to polling questions and obtain passwords distributed during the training. After the session, a survey will pop up on screen asking for the passwords (if this doesn't appear, please send passwords to Ophelia@publiccontractinginstitute.com). Please complete the survey to obtain CPE or CLE. When seeking CLE, please specify CLE jurisdiction.
- For attendees needing a Certificate of Completion, attendance is required however passwords are not needed.
- If you need help, send Ophelia@publiccontractinginstitute.com an email.

Test Connection: If this is your first time participating in one of our virtual training programs, we recommend that you run a connection test on the computer where you will be viewing the training by following this link:
<https://support.goto.com/meeting/system-check>. If the screen shows a green check mark, you are all set! If not, you may be experiencing a firewall issue and suggest that you give us a call.

Our staff is here to help you. Please let us know if you have any questions or need help with anything.

Thank you for choosing Mason CPE!

Sincerely,

Ophelia

Follow us!



Ophelia Acolatse
Customer Service Manager
Public Contracting Institute, LLC
PO Box 2228
Rockville, MD 20847
(202)775.7240 office
Ophelia@publiccontractinginstitute.com

www.publiccontractinginstitute.com



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5. **Proposed Pricing:** Pricing should be provided as a revenue split/share.

1. *Live Virtual Open Enrollment:* Revenue Split: PCI 65% | 35% Mason

Previously, the revenue split was 70/30. As a commitment to our partnership, in 2020, PCI agreed to the adjusted revenue split of 65/35 due to the pandemic and the need to convert all classes from in-person to virtual. PCI covered all expenses of class content conversion.

PCI is comfortable maintaining the current 65/35 split.

2. *In-Person Open Enrollment:* Revenue Split: PCI 70% | Mason 30%

The increase of 5% from Virtual for PCI is to cover additional costs associated with in-person classes, including:

- Printing of class manuals/materials.
- Classroom Supplies: notepads, pens, water, flip charts, etc.

3. *Contracted Training (customized):*

PCI is in agreement with the terms of its existing contract **GMU-1548-19**.

- *Events with Travel* - If the instructor must travel for a contract training event, Mason will pay PCI \$5,697.73 for a 1-day seminar and \$3,700.00 for each additional seminar day. These are fixed costs and include: instructor fees, all material costs for up to 30 students, content tailoring/customization, and all instructor travel costs. In the event that additional development is required for a contract program, Mason and PCI shall mutually agree upon allocation of the associated cost.
- *Events without Travel* - If the instructor does not need to travel (within a 125-mile radius of Washington DC) for a contract training event Mason will pay PCI as follows:
 - \$4,200.00 for a 1-day seminar
 - \$3,400 for each additional day

4. *Asynchronous Training:*

Should Mason decide to offer eLearning, PCI will develop the content to be LMS compatible upon a negotiated price. PCI guarantees to offer the Mason the most favorable price offered to other customers.

a. **Include discount options that may be passed through to potential students**

- **Discounts.** In the past, the minimum attendance for any Mason training has been 8 paid registrants. Should the attendance number fall below that number, PCI and Mason shall jointly agree upon whether or not to cancel the class. Before cancelling, Mason and PCI will engage in concentrated recruiting efforts and offer mutually agreed upon discounts such as 20% off or Buy One Get One Free.
- **Loss Sharing.** In the past, PCI has agreed to hold classes with low enrollment even at a loss and will continue to do so. It is our belief that all classes must be held whenever possible because cancellation or rescheduling is detrimental to business development. Once you lose

a customer, it is nearly impossible to get them back, and often that negativity spreads by word of mouth. PCI and the Mason team have worked successfully in offering strategic complimentary seats to increase the class size, which is beneficial for the entire class and instructor in terms of class participation, and beneficial for PCI and Mason in preventing cancellations, refunds, and other poor outcomes.

b. Include your invoicing process. How are revenue shares split up and invoiced?

Revenue Share Split:

On a monthly basis Mason will generate a revenue sharing reconciliation report recognizing earned revenues and previous payments to PCI. Calculations and payments shall be made using the above revenue sharing percentages for both open enrollment and online/virtual. PCI shall also provide Mason backup

Invoicing:

PCI will provide Mason an invoice via email on or about ten (10) days after the receipt of the Revenue Share calculation.

6. In your proposal response please address the following: (litigation/investigations)

- a. Are you and/or your subcontractor currently involved in litigation with any party? **No**
- b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years. **N/A**
- c. Please list all lawsuits that involved your firm or any subcontractor in the last three years. **N/A**
- d. In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change. **No**

Appendix A – Course Catalog

In the RFP, item 4(c) requests a library of our Government Contracting courses. Our 4(c) response includes the courses that we currently provide and new proposed classes through Mason CPE. Since our entire course offerings are extensive, we have provided PCI’s catalog as Appendix A. Please note that all courses in the catalog are available as contract training or open enrollment.

I.PCI Course Catalog

This document provides descriptions of many of PCI’s regular offerings. All classes are customizable in length and content and can be taught in person or virtually. PCI also delivers numerous specialty topics for government and industry and has a teaching faculty of over 100 subject matter experts.

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II. Traditional and Virtual Courses

7. List of Traditional and Virtual Courses

3 Day Contracting Essentials
Accounting & Auditing for Government Contracts
Advanced Contract Administration
Advanced Fundamentals
Advanced Source Selection
Appropriations Law
Artificial Intelligence Means Real Money: What Government Contractors Need to Know About the AI Revolution
Assertion of Commerciality
Auditing Contractor Business Systems
Bid Protests
CAS Cost Impacts
Changes & Equitable Adjustments
Commercial Item Acquisition
Commercial Item Contracting
Commercial Item Determinations & Price Analysis
Communicating Effectively to the Government
Conducting Effective Market Research
Contract Administration
Contract Closeout
Contract Fundamentals
Contract Interpretation
Contracting and Subcontracting for Primes and Subs
Contractor Business Systems & Internal Controls
Contractor Purchasing System Requirements
Cost Accounting Deep Dive
Cost & Price Analysis
Cost & Price Realism
Cost Accounting Standards
Cost Allowability
Cost Reimbursement Contracting
Critical Government Contract Cost Accounting & Financial Compliance
DCAA, DCMA, and Industry Compliance Update
Demystifying the Proposal Evaluation Process
Earned Value Management System (EVMS)
Emergency Contracting
Enhancing Critical Thinking Skills
Ethics & Compliance
Everything Primes Need to Know About Subcontract Costs Rules
FAR Express
FAR Part 31
FAR Workshop
Foreign Military Contracting Best Practices: FMS, FMF, and DCC/DCS
Fundamentals of Government Contracting

Federal Government Contract Accounting
Generative AI: You Know Better Than to Trust a Strange Robot
GovCon Risks and Hazards
Government Accounting Requirements and preparing for Contract Audits
Government Contracts Compliance
Government Property
Governmentwide Acquisition Contract Essentials
GSA Schedule Contracting
Healthcare Contracting: Practical Guidance for Selling to CMS, VA, and DHA
Hit the Ground Running: Contract Law Essentials for New Attorneys & Contract Administrators
Identifying and Negotiating Changes and Navigating Requests for Equitable Adjustments (REAS)
Incurred Cost Submission
Indirect/Direct Costs
Intellectual Property: Data Rights & Wrongs
Interpretation of a Government Contract
Introduction to FAR Flowdowns
ITAR/EAR/OFAC & the Export Control Reforms
Labor Regulations
Leadership Development in Government Contracting
Leading Practices in Cost Estimating & Accounting
Life Sciences Contracting 101
Managing Government Property
Managing Subcontracts
Masters Academy: Best Practices in Government Contracting
Masters Academy in Intellectual Property and Data Rights
Material Management and Accounting Systems
Maximizing Competition & Small Business Utilization Through Effective Market Research
Maximizing Travel Cost Recovery
Meeting DCAA Expectations
Multiple Award Schedule Contracts
Negotiation Strategies & Techniques
Negotiation Strategies & Techniques
Negotiating Terms and Conditions
Nuts, Bolts and Beyond: To Be a Government Contractor
Organizational Conflicts of Interest
Other Transaction Authority
Positive Leadership for GovCon Employees
Preparing Effective Proposals
Preparing the Incurred Cost Submission
Price Analysis and Cost Analysis Workshop
RFP & SOW Best Practices
Risk Management
Request for Equitable Adjustments/Claims/Terminations
Subcontract Management
Subcontract Statement of Work Development Best Practices Workshop
Supply Chain Management and Compliance
Supply Chain Trifecta: CPSR, Price Analysis, and Subcontract Management
Teaming Agreements: Drafting and Negotiating
Tech Data for Subcontractors and Researchers
Timekeeping & Labor Regulations

The Trifecta: Price Analysis, Cost Analysis, and Cost Realism

TINA and NDAA

Trending Developments in Government Contract Compliance and Cybersecurity

Types of Contracts

What You Need to Know About GSA Multiple Award Schedules (MAS)

Why Government Contractors Need to Definitely Know About Indefinite Quantity Contracts

8. Traditional and Virtual Courses

1. 3 Day Contracting Essentials

The 3 Day Contracting Essentials seminar is a comprehensive, three-day overview and discussion of the Federal government contracting process, including the procurement laws, regulations, and practical requirements applicable to it. This fast-paced, interactive Seminar builds on the essential elements of the Federal Acquisition Regulation (FAR), examines its organization and content, and illuminates the more relevant policies, processes, and procedures of the Federal contracting process. Cases, exercises, and assessment tools are used to practice the participant in analyzing FAR-centered contracting issues and reinforce concepts and the application of FAR principles.

For those who are new, relatively inexperienced, or require a supervisory understanding of government contracting, this course will provide an overview that will thoroughly familiarize the attendee with the federal contracting process, provide a strong foundation on which to build greater subject-matter expertise, and dispel common myths and misunderstandings. For those with some experience, the Seminar will heighten knowledge, provide context, sharpen issue awareness, and improve the ability to operate successfully in this highly complex and competitive field. This “fundamentals” course is designed to be of benefit and interest to both government and contractor personnel, including contracting officers, contract and subcontract administrators, program and item managers, finance and accounting personnel, engineers, and attorneys (in-house, outside, government), among others.

Learning Objectives

- Identify the foundations, the organization, and principles of the FAR to locate, understand, interpret, and use it in executing business transactions.
- Analyze the “why” of the policies, processes, and procedures to better understand the latitude and constraints of executing a business transaction involving the expenditure of public funds.
- Improve the participant’s ability to add value through their role in the acquisition process.

Participants will gain a strong understanding of the fundamental aspects of key topical aspects of the government contracting arena. Areas include:

- The Setting, the Players, and the Organization of the contracting process
- Contract Formation and Changes
- Specifications: Purpose & Types
- Competitive Negotiation and Sealed Bidding
- Cost Principles and Standards
- Contract Administration
- Inspections
- Sub-Contracting
- Delays & Suspensions
- Claims, Disputes & Appeals
- Terminations for Convenience and Default

Length: 3 days

Credits: 1.65 CEU, 24 CLP, 16.5 CLE, 19.5 CPE

2. Accounting & Auditing for Government Contracts

Doing business with the U.S. Government can be extremely challenging, but when you layer in the extensive accounting requirements, internal controls, and system expectations that come with U.S. Government contracts, it can become downright frightening. The purpose of this class is to help students navigate the details of these requirements so that they can successfully recover all allowable and allocable contract costs incurred in support of their contracts. This class will also prepare students for the accounting requirements of cost reimbursement contracts, as well as the audit expectations of DCAA when reviewing contractors' systems. The instructors will provide real life examples of the challenges associated with the existing audit environment as well as useful cases of what NOT to do. Whether your company is new to Government contracting or has been in this business for years, this class will be valuable to ensure that you are up to speed with these ever-changing requirements and prepared for the audit requirements to come because of these contracts.

Learning Objectives

- Identify and discuss Federal Acquisition Regulations, Cost Accounting Standards, FAR Supplements, and Truth in Negotiations Act
- Identify contract types & methods for Procurement Process
- Distinguish Competitive vs. Non-competitive procurements
- Determine the unique requirements by Contract Type
- Identify proposal expectation and evaluation process
- Detailed Review of FAR Cost Principles which can be used to identify risk items
- Government Contractor System Expectations—Accounting, Estimating, Timekeeping & Purchasing
- Identify key Cost Accounting Standards—Types of Coverage, Disclosure Statements, Consistency Requirements, Overview of Standards & Changes in Practice
- Determine the Current Audit Environment through an overview of DCAA
- Identify new DCAA audit guidance and what to Expect as a Contractor

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

3. Advanced Contract Administration

This course focuses on all of the aspects of contract administration. It is intended to expand on the working relationship between Government employees and the contractor. We address the rules governing: the interpretation of contract language, the allocation of risk between the parties, the application of the major contract clauses, the negotiation of price adjustments, and the submission of requests for equitable adjustment and claims. Students will learn the fundamental legal principles the courts and boards of contract appeals apply in interpreting the major clauses that impact contract administration.

Learning Objectives

- Identify constructive changes
- Identify excusable delays and suspensions of work
- Learn the rules governing inspection, acceptance, and warranties
- Identify the grounds for default termination
- Learn the rules governing terminations for convenience
- Determine how to price adjustments

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

4. Advanced Fundamentals

This two-day course will review and reinforce some of the topics addressed in the Basics of Government Contracting Course, then delve in depth into additional topics not typically covered in the Basics Course training. When possible, attendees should have some familiarity with U.S. Government procurement practices, either through prior attendance at courses such as the FAR Workshop, the Basics of Government Contracting Course, Subcontracting training, and on-the-job experience. During this training, attendees will have the opportunity to review, analyze, develop solutions for, and brief possible solutions for hypothetical scenarios raising realistic issues for government agencies, contractors, and associated subcontractors. These hypotheticals will reinforce the training presented, engage participants in active learning, and allow participants to practice and reinforce the IRAC (issue, rule, analysis, and conclusion) briefing process.

Course instructors are experts in the field of government contracting, with extensive experience as both U.S. Government agency and in-house counsel. Their wide range of experience, enthusiasm for the topics taught, and strong commitment to providing the best possible training experience, will ensure that the material is presented in a manner that is informative, interesting, and memorable.

Length: 2 days

Credits: 1.13 CEU, 16 CLP, 11 CLE, 13.5 CPE,

5. Advanced Source Selection

This course focuses on the FAR Part 15 source selection process. We address the planning of the source selection, techniques that can be used to streamline the process, the rules governing award without discussions, establishing a competitive range and the negotiations that follow, and award protests. Students will learn the detailed interpretations of FAR Part 15 by the Government Accountability Office and the Court of Federal Claims on the major issues that arise in these source selections.

Learning Objectives

- Learn the importance of acquisition planning
- Determine how to minimize the evaluations factors
- Identify the types of communications during the process
- Learn the most effective streamlining techniques
- Identify the major protest issues

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

6. Appropriations Law

This two-day course will explore, explain, and provide hands-on practice in the key issues and principles of fiscal law as it affects federal procurement contracting.

This course covers the significance and risks in making fiscal law decisions. It is designed for Government contracting officers and COTRs/CORs, program managers, resource managers, budget officers and legal staffs. Contractors who want to understand the financial issues that their federal counterparts face in contract awards, modifications and administration, and terminations will also find it beneficial.

Participants will receive a thoroughly detailed course manual with text, laws, case excerpts, and examples, and will engage in review exercises and discussion problems that reinforce the presentation.

Learning Objectives

- Recognize the basic legal controls, fiscal issues, and fact patterns that arise in federal contracting
- Recognize the competing views of the Comptroller General/GAO and the Attorney General on their respective authorities and their interpretation of the Anti-deficiency Acts
- Identify how violations of the purpose and time laws can be corrected (or not) to avoid Anti-deficiency Act violations
- Determine the difference between severable and non-severable service contracts; how severable service contracts can be funded across fiscal years; and how incremental funding works
- Identify a prohibited personal services contract is; what is a cardinal change is; and the issues and rules for using expired appropriations to fund contract modifications

Length: 2 days

Credits: 1.1 CEU, 16 CLP, 11 CLE, 13 CPE

7. AI Means Real Money: What Government Contractors Need to Know About the AI Revolution

In this brief kickoff, Alex Major and Franklin Turner, co-leaders of McCarter & English's nationally recognized Government Contracts practice, explain the present state of artificial intelligence in federal contracting. Whether being used, sold to, or regulated by the government, this is a new frontier wrought with challenges, opportunities, and uncertainty. Understanding the present state of play is essential for any company contemplating using AI or selling AI or machine learning products to the government.

Length: 1 day

Credits: .125 CEU, 1 CLP, 1 CLE, 1.5 CPE

8. Auditing Contractor Business Systems

This course covers audit approaches, procedures, and techniques to conduct oversight reviews of government contractor internal business systems, identifying the tools, policies, procedures, operating instructions, and documentation considered necessary for verifying compliance with relevant government contract requirements. It is recommended for individuals with responsibilities for conducting internal compliance audits and oversight reviews, as well as those who are subject to such activities.

Learning Objectives

- Salient US Government contract requirements
- Monitoring and oversight requirements
- Internal controls necessary to ensure compliance
- Potential evaluation steps and support for verifying compliance with
 - Cost accounting, including billing systems and labor timekeeping and cost accumulation systems
 - Material management & accounting systems
 - Estimating systems including planning and budgeting
- How to develop and conduct monitoring and oversight programs in critical government compliance areas

Length: 2 days

Credits: 1.1 CEU, 16 CLP, 11 CLE, 13 CPE

9. Assertion of Commerciality

In this course, students will learn the fundamental principles involved in making commercial item determinations, focusing on developing a solid understanding of the FAR definition of commercial products and commercial services. The course will also cover the “gray areas” that can arise when making commercial item determinations, as well as the issue of determining fair and reasonable prices in commercial item acquisitions.

Length: 1 day (180-minute session; 12:00PM – 3:00PM ET)

Credits:

10. Bid Protests

This course will address topics of interest to both contractor and government personnel. It is designed for lawyers, contracting professionals, and anyone else involved in the acquisition process who wants to better understand the protest system, as well as best practices in planning to file or defend a protest. It will cover protecting protest rights and deciding whether to protest including: The debriefing process, potential protest issues, selecting a forum, timeliness and stay issues. It will also teach what to expect during the protest itself including: Protective orders, the role of outside counsel, the role of interveners, Protest timelines, Supplemental protests, and Hearings.

Learning Objectives

- Voluntary corrective action
- Types of relief based on a decision
- Combining GAO and COFC remedies
- Corrective action process issues

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

11. CAS Cost Impacts

This two-day course provides the student with a comprehensive learning experience on what constitutes a cost accounting practice (CAP) change and how to calculate the cost impact of such changes. The student will learn the requirements for preparing cost impact proposals, including General Dollar Magnitude Proposals and Detailed Cost Impact Proposals. The course also includes a focus on how to compute increased/decreased costs by contract, by contract group, and how recent legal decisions have affected calculating increased in decreased costs “in the aggregate.” It also includes discussion of the various methods for resolving CAS cost impacts. In addition to course instruction, the student will complete numerous practical exercises and comprehensive case studies. This course is a must for anyone that is involved in determining the cost impact of a change in cost accounting practice and/or a noncompliance and finance individuals who are responsible for modeling the cost shifts by contract type for business changes and reorganization

Learning Objectives

- Identify the impact of the various types of cost accounting practice changes or CAS non-compliances have on Government contracts.
- Prepare an adequate and compliant cost impact proposal.
- Provide advice to the client as to the most advantageous method for resolving the cost impact.

Length: 2 Days

Credits: 1.13 CEU, 16 CLP, 11 CLE, 13.5 CPE

12. Changes & Equitable Adjustments

This course focuses on the central role the Changes clause plays in the performance of Government contracts. We address the use of the clause in ensuring that the Government achieves its goals during contract performance, the use of the clause by contractors to assert requests for equitable adjustment when the conditions of performance change, the myriad of rules governing the negotiation of equitable adjustments, and the process of modifying the contract to accomplish these goals.

Learning Objectives

- Determine changes within the scope of the contract
- Identify actions of the Government that constitute constructive changes
- Identify the rules governing the authority of Government officials to make changes
- Determine how equitable adjustments are priced
- Determine how releases of claims are interpreted

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

13. Commercial Item Acquisition

Consistent with the reforms of the mid-1990s, a foundational guiding principle of the entire FAR system is to fulfill government requirements by, among others, maximizing the use of commercial products and services. To carry out this objective, the FAR provides a detailed definition of what qualifies as a commercial item and a contracting method—FAR Part 12— dedicated to commercial item acquisitions. Ensuring that the products or services being obtained, either at the acquisition or subcontract level, qualify as a commercial item under the FAR is an important threshold issue that can impact several other compliance issues. This webinar focuses on breaking down the FAR commercial item definition with the goal of improving the attendees' ability to determine and/or establish that the product or service being acquired or sold qualifies as a commercial item. We will also draw from other guidance sources, including case law and agency handbooks, to provide further illustration on how the definition applies in every day federal government contracting. Finally, if the item being provided is a noncommercial item, we will explore certain of the compliance issues that may be triggered.

Learning Objectives

- A detailed breakdown of the FAR commercial item definition.
- The difference in applying the definition from the buyer v. seller's perspective.
- The FAR Part 12 Contracting Method, when it can be used and its significance.
- The documentation considerations that are an important component of proper commercial item determinations.
- The compliance issues that may be triggered when the conclusion is reached that a particular product or service does not qualify as a commercial item.

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

14. Commercial Item Contracting

Join PCI and George Mason CPE as they explain FAR coverage of Commercial Item Acquisition and will highlight the contracting process, terms and conditions, and current issues associated with buying and selling commercial products and services.

Over the past few years, the federal government's commercial item procurement has become an important focal point for acquisition reform. Capitol Hill has initiated a number of legislative actions that signal a push to federal agencies to reduce reliance on government-unique supplies and services and to extricate themselves from what is often a slow, protracted acquisition process.

The Federal Acquisition Streamlining Act of 1994 (FASA) was put into place to counteract many of these same issues. At the time, FASA was a paradigm shift in federal contracting, but it has slowly been eroded by an inertia toward the perceived comfort and safety of traditional cost/profit analysis.

Given the statutory push in recent years, government and contractors find themselves operating in an environment where they could very well see a renewed openness to commercial item procurements from DOD (and possibly government-wide). This timely webinar series addresses this current state of commercial contracting today.

Learning Objectives

At the completion of this four-module series, attendees should:

- Understand the Federal government's preference to procure commercial items.
- Become familiar with the FAR Part 12 regulatory guidance for conducting commercial item procurements.
- Know how to apply the several FAR Part 2 definitions of commercial items.
- Learn the FAR procedures for Commercial item contracting.
- Know how Commercial Item Determinations (CIDs) are made and how to prepare adequate documentation.
- Understand the required contract terms and conditions for commercial items and some common additional clauses.
- Learn how to apply techniques for supporting fair and reasonable pricing, i.e., price analysis and cost analysis.
- Become acquainted with Federal Supply Schedules and GSA's E-commerce Portals Program.
- Understand DCMA's Commercial Item Group and recent DoD policy changes relevant to commercial item contracting.

While the focus on commercial item contracting is by no means a "new" concept within the contracting community, recent statutory and regulatory developments have brought it back into the limelight. This presents an opportunity to reexamine how items have been procured historically and, where practical, to utilize more commercial item exemptions to alleviate some of the compliance risks and administrative burdens of FAR Part 15 acquisitions.

Instructors:

Jason Workmaster, Partner, Miller & Chevalier

Stephen Brewer, Director, BakerTilly

Length: 1 day in-person or 2-days virtual; 3-hour sessions

Credits: .6 CEU, 6 CLP, 6 CLE, 7.2 CPE

15. Commercial Item Determinations & Price Analysis

US Government relies on contractor cost representations to establish prices and/or reimburse actual costs. The buyer must demonstrate they took prudent business actions when determining prices paid to lower tier suppliers are fair and reasonable. Contract requirements and regulations encourage buyers to acquire commercial items (goods and services) to the maximum extent practical and put the onus on them to justify their commercial item determinations (CID). This course will:

- provide specific guidance—for both buyers and sellers—to justify and document CIDs;
- identify salient requirements for commercial item acquisitions, determinations, and price analysis;

- teach participants to perform and document price analysis for goods and services acquired for US Government contracts and subcontracts;
- provide tools and techniques to support fair and reasonable pricing for commercial and non-commercial items; and
- discuss current trends and developments affecting commercial item acquisitions and price analysis.

Instructor: Mike Carter, CapEdge Consulting

Length: 1 day (210-minute session; 12:00PM – 3:30PM ET)

Credits: 3.5 CLE, 4 CLP, 4.2 CPE, .35 CEU

16. Communicating Effectively to the Government

Regardless of advances in technology, effective communications remain critical in a Government contract setting. Join Tim Sullivan and Stephen Yuter as they discuss some of the problems they frequently encounter, how to deal with those problems, and how to avoid them in the future. Our speakers will break the Government contracting process into three distinct phases: Pre-Proposal, the Proposal Process, and Post-Award. Specifically, they will focus on the communications challenges in each phase and the best practices for overcoming them. They will discuss the most effective means of communication for each particular problem, the importance of tone, and the need to understand your audience. In these three 90-minute programs Tim and Stephen will discuss:

- Session 1: Pre-Proposal Communications
 - General marketing activities (trade shows, industry days, white papers, one-on-one meetings, etc.)
 - Responses to RFIs and other Government Inquiries
 - Solicitation Questions
- Session 2: The Proposal
 - Initial proposal and cover sheet
 - Responses to Government questions (Exchanges)
 - Final Proposal Revisions
 - Debriefings
- Session 3: Post-Award Communications
 - Requests for Approval (e.g., travel, substitution of key personnel, etc.)
 - Requests for deviations vs. requests for waivers
 - Contract Status Reports
 - Notice of Change
 - Request for Equitable Adjustment
 - Claims and Certified Claims
 - Problems

Instructors:

Tim Sullivan, Retired Government Contracts Attorney

Stephen Yuter, Vice President, BrainGu

Steve Daoust, Go FARther Consulting

Matt Keller, Partner, Praemia Law

Length: 1 half-day in-person or 3 days; 1.5-hour sessions

Credits: 4.5 CLE, 5 CLP, 5.4 CPE, .45 CEU

17. Common Scenarios Triggering False Claims Act Violations Series

Join PilieroMazza instructors as they discuss some of the largest False Claims Act (FCA) hazard areas in Government Contracting.

D. [Sept 26, 12:00-1:15pm ET: Government Contracts and Cybersecurity](#)

As federal and state governments intensify their efforts on fraud detection and prevention, and with substantial financial rewards encouraging whistleblowers to share insider information with authorities, the FCA has become a more powerful tool against government contractors. In the first part of this three-part webinar series, [PilieroMazza's Matt Feinberg](#), [Mark Rosenow](#), and [Jackie Unger](#) discuss common scenarios in federal procurement contracts and cybersecurity that could lead to FCA violations.

Learning objectives include:

- What are ways companies can violate the FCA with regard to cybersecurity?
- What are some examples of FCA matters involving cybersecurity?
- What can companies do to avoid cybersecurity FCA liability?

E. [Oct 1, 12:00-1:15pm ET: Construction and Workforce Issues](#)

In the second installment of our three-part webinar series, join [PilieroMazza's Matt Feinberg](#), [Jessica Hoffmann](#), and [Sarah Nash](#) as they explore common FCA triggers often encountered by federal construction contractors and protection strategies to avoid them. Federal construction contractors—both primes and subs—should be wary as they face a higher risk of FCA liability due to the complicated nature of construction contracts, prevailing wage obligations, and performance of work requirements. PilieroMazza attorneys are seeing a substantial increase in investigations dealing with construction contracts, even mentor-protégé relationships where contractors believe they have a blanket exemption from affiliation.

Learning objectives include:

- How does the FCA relate to construction contractors?
- How do joint ventures and mentor-protégé relationships increase risk?
- What are the real-world examples of FCA cases against construction firms?
- What are the strategies for protecting your company from an FCA claim?

F. [Oct 10, 12:00-1:15pm ET: Claims and Investigations](#)

In the highly regulated world of government contracting, strict adherence to compliance obligations and the ability to identify and manage associated risks are essential. This is the third and final webinar in [PilieroMazza's](#) FCA series, where [Matt Feinberg](#) and [Mark Rosenow](#) discuss best practices for curtailing investigations and tactical approaches to potential litigation.

Learning objectives include:

- Identifying specific FCA risks for government contractors.
- Creating contingency plans and compliance programs to mitigate FCA risks.
- How to respond when faced with FCA investigations or litigation?

Length: 3 days; 75 minutes each

Credits: 3.5 CLE, 4 CLP, 4.5 CPE, .375 CEU

18. Conducting Effective Market Research

Unexpected and valuable information often comes to light when performing market research. *Conducting Effective Market Research* provides the skills necessary to plan, execute and document a successful market research effort. This course will convey the concepts and policies related to conducting market research. The course will focus on how market research efforts can provide meaningful data to support individual acquisition strategies.

- Describe the market research process
- Recognize how good market research can help you develop a sound acquisition strategy
- Utilize various market research tools and techniques
- Develop a market research plan and understand the significance of the market research report
- Identify the Do's and Don'ts of one-on-one market research sessions.

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

19. Contract Administration

This course focuses on all the aspects of contract administration. It is intended to expand on the working relationship between government employees and the contractor. We address the rules governing: the interpretation of contract language, the allocation of risk between the parties, the application of the major contract clauses, the negotiation of price adjustments, and the submission of requests for equitable adjustment and claims. Students will learn the fundamental legal principles the courts and boards of contract appeals apply in interpreting the major clauses that impact contract administration.

Learning Objectives

- Identify constructive changes.
- Identify excusable delays and suspensions of work.
- Learn the rules governing inspection, acceptance, and warranties.
- Identify the grounds for default termination.
- Learn the rules governing terminations for convenience.
- Determine how to price adjustments.
- Learn the rules governing payment and discharge.

Length: 2 days

Credits: 16 CLP, 11 CLE, 13 CPE

20. Contract Closeout

Contract closeout is a critical, but often forgotten, piece of the Contract process. This seminar will focus on what contractors need to move the close out process through to completion, efficiently and effectively. Achieving closeout will ensure final payments are made, audit issues are concluded, past performance evaluations are submitted and any open issues are resolved. Timely close out efforts result in reduced contract administration and ensure a greater likelihood that contractors still have and can provide all the documentation necessary to achieve a favorable contract close out.

Learning Objectives

- Analyze the basic steps needed to close out a contract or task/delivery order and tips about how to accomplish them to the mutual benefit of both contractor and agency alike;
- Identify the differences in the close out process depending upon the type of contract awarded;
- Explain the importance of new FAR compliance requirements;
- Discuss a real-life closeout scenario situation to familiarize attendees with the process and the competing considerations.

Length: 1 day

Credits: .55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

21. Contract Fundamentals

The Fundamentals of Government Contracting course is a comprehensive, three-day overview and discussion of the federal government contracting process, including the procurement laws, regulations, and practical requirements applicable to it. For those who are new, relatively inexperienced, or require a supervisory understanding of government contracting, this course will provide an overview that will thoroughly familiarize the attendee with the federal contracting process, provide a strong foundation on which to build greater subject-matter expertise, and dispel common myths and misunderstandings. For those with some experience, the course will heighten knowledge, provide context, sharpen issue awareness, and improve the ability to operate successfully in this highly complex and competitive field. This “fundamentals” course is designed to be of benefit and interest to both government and contractor personnel, including contracting officers, contract and subcontract administrators, program and item managers, finance and accounting personnel, engineers, and attorneys (in-house, outside, government), among others.

Learning Objectives

Participants will gain a strong understanding of the fundamental aspects of key topical aspects of the government contracting arena. Areas include:

- The Setting: Branches of Government, Regulations, Purchasing Offices, and the Procurement Process
- Sealed Bidding
- Contract Negotiations
- Costs
- Specifications: Purpose & Types
- Inspections
- Changes
- Subcontracts
- Terms & Conditions
- Claims
- Terminations for Default & Terminations of Convenience
- Delays and Suspensions
- Disputes
- Appeals

Length: 3 days

Credits: 1.65 CEU, 24 CLP, 16.5 CLE, 19.5 CPE

22. Contract Interpretation

Most contract disputes and misunderstandings concern the meaning of the contract. Contract interpretation is not the exclusive domain of the lawyers. Rather, it is an essential skill set for successful contractors and Government acquisition professionals—all of whom need to be familiar with these principles to spot, avoid, and resolve potential problems over the meaning of the contract and the parties’ obligations, and because they are the ones on the front lines of contract and proposal writing, contract interpretation, and contract execution. This course covers the principles of contract interpretation, as they are applied every day in federal Government contracting. These principles of contract interpretation are not in statutes, the FAR, or in any regulations. They are in the decisions of the judges. The principles will be discussed in the context of how they apply to intrinsic evidence (the contract documents) and extrinsic evidence (information and considerations from outside the contract) and will include practical exercise to enhance the learning experience.

Learning Objectives

- Students will be able to thoroughly familiarize and explain the processes, nature, and realities of interpretation
- Students will understand communication scenarios that are prone to misunderstandings
- Students will be familiar with the key foundational issues of understanding a contract, including the objective approach to interpretation, the rules for defining the content of the contract and the federal courts' rule on using information from outside the contract for interpretation—the Plain Meaning Rule
- Students will know the principles of interpretation—with real world illustrations taken from federal contract disputes
- Students will be able to explain the rule of interpreting ambiguities against the drafter (the Doctrine of Contra Proferentem) and the great exception to the general rule in federal contracting
- Students will demonstrate knowledge on subjects that are frequently involved in interpretation disputes, to including disputes over the formation and type of Government contract, the contract authority of Government personnel, order or precedence clauses, and clauses that shift the risk to contractors

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

23. Contract Management

Contract management and contract administration are both integral parts of a contracting professional's responsibilities. Contract management focuses more on the internal support systems and strategies that must be in place for the full contract life-cycle to effectively ensure business certainty in every contract agreement.

This 5-session class will provide a detailed study of the proper scope and effective implementation of contract management infrastructure and activities.

- Managing multiple contracts with appropriate scope and integration of strategic planning, strategic decision-making, and relationship management.
- Organizing comprehensive systems that facilitate and provide efficiencies in strategic planning, risk management, and both internal and external communication.
- Developing and maintaining infrastructure capabilities such as negotiation, drafting, pricing, file management, performance monitoring, and relationship nurturing.
- Ensuring that both parties have the same understanding of the contract intent and fulfill their obligations to achieve the contract's objectives, sometimes involving organizational realignment.
- Having an informal dispute resolution system.
- Understanding and managing the contracting "tree" across multiple subcontracts, companion prime contracts, overlapping efficiencies (or competition for resources), and fulfillment of high-level company or agency objectives.
-

Join us as we explore the contract management side of outstanding value creation.

Instructor: Tom Reid, Certified Contracting Solutions

Length: 5 days; 2-hour sessions, 11:30am-1:30pm ET

Credits: 1 CEU, 10 CLP, 10 CLE, 12 CPE

c. Contracting and Subcontracting for Primes and Subs

This training will present key characteristics, similarities, and differences among domestic commercial, international commercial, and federal government contracts to enhance the knowledge and skills of individuals working in areas relating to government and commercial contracting, subcontracting, program management, program finance, legal, management, and more.

Learning Objectives

Part One: Commercial Contracting

- Contract Formation
- Contract Types
- The Prime/Subcontractor Relationship & Privity of Contract
- Conflict of Laws Principles
- The Uniform Commercial Code and Applicable Law
- Warranty
- Strict liability
- Performance Obligations, Risks, Liabilities, Excuses for Non-Performance, and Remedies

Part Two: International Government and Commercial Contracting

- Introduction to International Contracting
- U.S. Laws Enabling and Affecting International Government and Commercial Contracting
- International Commercial Contracting
- International Disputes and Alternative Disputes Resolution

Part Three: Federal Government Contracting

- Applicable Laws, Rules, and Regulations
- Customer Considerations, Management, and Concerns
- Authority to Contract
- Funding Considerations
- Requirements and Specifications
- Commercial Item Contracting
- Contract Types Revisited
- Socioeconomic Policies
- Competition
- Procurement Methods and Techniques
- Changes
- Disputes Resolution

Length: 2 days

Credits: 1.2 CEU, 12 CLP, 12 CLE, 14.4 CPE

24. Contractor Business Systems & Internal Controls

The instruction provides recommended approaches to achieving, maintaining, and documenting internal business system controls and behaviors to comply with Government contract requirements, as well as sound business practices. The course focuses on what contractors must know about business systems audits and how to respond to an audit.

Learning Objectives

- Provide overview of new and proposed rules and regulations governing contractor Business Systems' compliance
- Discussion of the different types of Business Systems (old and proposed)
- Recognize fundamental characteristics and objectives of an adequate Business System (for all different types of systems)
- Identify why Business System compliance is important
- Identify by Business System, areas that Business System policies and procedures should address
- Identify by Business System, what to expect from government audits and reviews of Business Systems
- Apply and discuss proven methods to correct and respond to issues frequently raised during Business System audits and reviews

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

25. CPSR – Complying with Contractor Purchasing System Requirements

This is a comprehensive course addressing US Government contractor requirements related to letting subcontracts under government prime contracts. Participants will learn the flow of the acquisition process, the types of procurements and the types of contracts, how to prepare a solicitation, and identify sources, how and when to perform price or cost analysis, how and when to request and evaluate performance of a technical analysis, the clauses to include in government subcontracts, what to include in small business plans, US Government contract unique purchasing related activities and events, purchasing file documentation requirements, areas to address in purchasing policies and procedures, purchasing system contractual requirements, and government oversight. This course provides participants with the knowledge needed to comply with US Government contractor contractual requirements regarding implementation and maintenance of an adequate purchasing system. It is recommended for those individuals who are responsible for US Government contractor purchasing or subcontracting, implementing, and maintaining adequate purchasing systems and supporting US Government Contractor Purchasing System Reviews (CPSRs), and conducting oversight of purchasing systems.

Learning Objectives

- Identify the flow of the acquisition process
- Determine the types of procurements and types of contracts
- Recognize influence of dollar thresholds on procurement actions
- Identify the differences between negotiated and competitive procurements
- Identify how to prepare a solicitation, and identify sources
- Determine how and when to perform and document price analysis
- Analyze how and when to perform and document cost analysis
- Determine how and when to perform technical analysis
- Identify mandatory clauses to include in government subcontracts
- Determine what to include in small business plans
- Identify purchasing file documentation requirements
- Determine areas to address in purchasing policies and procedures
- Identify purchasing system contractual requirements

Length: 1 day

Credits: 1.1 CEU, 16 CLP, 11 CLE, 13 CPE

26. Contract Cost Accounting Deep Dive

Contract Cost accounting issues for government contractors can cause no end of headaches. But you do not have to struggle through on your own. The expert instructors at PCI have created a high-intensity three-day boot camp to help alleviate your cost accounting-related headaches and transform cost accounting confusion into cost accounting competence! This course, delivered in a highly-interactive instructor-led classroom setting, uses discussion, lectures, and practical exercises to help you understand the ins and outs of cost accounting issues in government contracting. During the course, participants will learn about a variety of important topics, including:

Learning Objectives

- Cost accounting concepts and requirements for direct and indirect costs
- requirements of Federal Acquisition Regulation (FAR) Subpart 31.2 Cost Principles
- Nature, intent, and requirements of Cost Accounting Standards (CAS)

- Nature, intent, and requirements of the Truth in Negotiations Act/Truthful Cost and Pricing Data
- Incurred cost submissions and related audit approaches & techniques

Length: 2 Days

Credits: 1.13 CEU, 16 CLP, 11 CLE, 13 CPE

27. Cost & CAS: Rules of the Road to Help You Navigate Cost-Reimbursement Contracting

Designed for lawyers and contracting professionals, the goal of this course is to explain the “big picture” of cost-reimbursement contracting and the Cost Accounting Standards. This area of contracting can appear mysterious, and we want to give you the tools to navigate it with confidence. Discussion topics will include:

- What is cost-reimbursement contracting?
- What are incurred cost proposals?
- How do contractors invoice under cost-type contracts?
- What is cost allowability, and what rules do I need to know?
- What are provisional vs. final rates, and how are rates finalized?
- What are the Cost Accounting Standards?
- What is a CAS Disclosure Statement, and how does it work?
- What are the rules for certified cost or pricing data / TINA, and when do they apply?
- How does all of this impact a contractor in practice?

Length: 1 Day; 90-minute session, 12:00pm-1:30pm ET

Credits: .15 CEU, 2 CLP, 1.5 CLE, 1.8 CPE

28. Cost & Price Analysis

This course will examine the principle phases of price and cost analysis - from the initial contract solicitation to the final contract award. The instructor will discuss methods for identifying, considering, and understanding whether the ultimate price will require either cost analysis or price analysis.

The session will also cover relevant costs, tools and techniques associated with price analysis, key elements associated with cost proposal requirements including documentation of direct labor, material and subcontracts and the associated cost analysis and cost realism analysis.

Contract pricing is a serious exercise that needs to address the risk associated with all aspects of a business - from operational requirements to business systems to overall strategic objectives. This exercise must consider tangible and intangible price and cost related information. All of this must also consider the legal and regulatory framework where Contractors and Contracting Officers must ensure compliance with an ever-increasing listing of rules, regulations, and Standards.

This session will provide attendees with effective, immediate-use information regarding contract pricing techniques. The topics will cover the primary phases of price and cost analysis, from the identification of the need to the award of the contract or subcontract.

Learning Objectives

- Students will comprehend regulatory requirements and expectations related to price and cost analysis
- Students will know how and when to perform and document price analysis
- Students will know how and when to perform and document cost analysis
- Student will know how and when to perform and incorporate technical analysis
- Students will be about to document source selection including justification for single/ sole source acquisition

Dress Code

Please note that the University Club requires all guests to be in business attire and explicitly does not allow shorts or jeans.

Length: 2 days

Credits: 16 CLP, 11 CLE, 13 CPE

29. Cost & Price Realism

Cost realism analysis is the process of independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements

- are realistic for the work to be performed,
- reflect a clear understanding of the requirements, and
- are consistent with the unique methods of performance and materials described in the offeror's technical proposal

Cost realism analysis is performed on cost-reimbursement contracts to determine the probable cost of performance for each offeror. Cost (price) realism may also be performed on competitive fixed-price incentive contracts or other competitive fixed-price-type contracts. As a US Government acquisition official, it is important that your cost realism be performed and properly documented to demonstrate that the analysis is reasonably based and not arbitrary. Failure to do so can result in higher-than-expected costs, increased performance risk, and successful bid protest by an offeror not receiving the award. As an offeror, it is important that your technical proposals reflect a clear understanding of requirements, your cost proposal reflects the resources and methodology described in your proposed solution, and any realism issues expressed by proposal evaluators be appropriately addressed. This course melds cost and price analysis approaches with cost realism requirements, addressing both the differences and similarities of tools, method, and techniques along with numerous examples from actual GAO bid protest cases to understand "the Do's and the Don'ts" for demonstrating that the determination of realistic probable cost is reasonably based and not arbitrary.

Learning Objectives

- US Government's requirements for conducting cost analysis, price analysis, and cost realism analysis for US Government contracts, including:
- Regulatory requirements and expectations
- How to perform and document cost analysis, price analysis, and cost realism
- Cost realism approaches, applications, and concerns for competitive cost-reimbursable contracts
- Cost (Price) realism approaches, applications, and concerns for competitive fixed price contracts

Agenda

Regulatory environment and background

- Cost analysis, price analysis, and cost realism requirements, definitions, and comparisons
- Basic GAO-established cost realism axioms

Technical evaluations

- Requesting technical evaluations and reviewing technical reports
- Cost realism "Dos and Don'ts" per GAO case examples

Cost and price analysis quantitative methods

Direct material and subcontract costs

- Analyzing proposed material types, quantities, and prices
- Cost realism "Dos and Don'ts" per GAO case examples

Direct labor costs

- Analyzing proposed labor categories, hours, and salary and wage rates
- Cost realism "Dos and Don'ts" per GAO case examples

Other direct costs

- Analyzing other direct costs
- Cost realism “Dos and Don’ts” per GAO case examples

Indirect rates and factors

- Analyzing indirect rates and factors
- Cost realism “Dos and Don’ts” per GAO case examples

Fixed price contracts

- Price analysis requirements
- Price analysis techniques
- Price realism “Dos and Don’ts” per GAO case examples

Length: 2 days

Credits: 16 CLP, 11 CLE, 13 CPE

30. Cost Accounting Standards

The Cost Accounting Standards were designed to promote uniform and consistent methods of accounting practices for contractors. This program will explain which contracts and contractors are required to comply with the Standards are applicable, and discuss the current and proposed exemptions to the Standards. We will discuss the requirements of all 19 Standards, the differences in accounting as compared to GAAP and IFRS and methods of structuring your accounting system for compliance. Finally, this training will cover the administrative requirements including preparation of the Disclosure Statement and post award contract adjustments due to changes in accounting practices.

Learning Objectives

- Identify when the Standards are applicable and when a Disclosure Statement is required
- Distinguish the differences between “modified” and “full” CAS coverage and to which contracts and subcontracts the Standards apply
- Recognize the fundamental requirements and techniques of application for the Standards
- Assess accounting system designs for compliance with the Standards
- Appraise administrative requirements for changes to accounting practices and fundamentals of the General Dollar Magnitude and Detailed Cost Impact
- Prepare the CASB Disclosure Statement

Length: 1-3 day

Credits:

31. Cost Allowability

Determining allowable costs for contract pricing or reimbursement purposes can be complicated. FAR Part 31 contains cost principles and procedures for the pricing of contracts, subcontracts, and modifications to contracts and subcontracts whenever cost analysis is performed, and the determination, negotiation, or allowance of costs when required by a contract clause.

This workshop provides a thorough understanding of the nature and intent of FAR Part 31—Contract Cost Principles and Procedures, Subpart 31.2—Contracts with Commercial Organizations. Coverage includes the basic FAR requirements for cost accounting and cost principle application contained in FAR 31.201 through FAR 31.204, as well as a detailed examination and explanation of each contract cost principle contained FAR 31.205. It is recommended for those individuals with responsibility for identifying and coding transactions for cost segregation, for cost accounting, or for management or oversight of the cost accounting functions.

Topics

- Composition of total cost

- Determining allowability
- Determining reasonableness
- Determining allocability
- Accounting for credits
- Accounting for unallowable costs
- Identifying and segregating direct costs
- Identifying segregating and allocating indirect costs
- Identifying unallowable costs and documenting and supporting allowable costs
- Advance agreements

Length: 2 days

Credits: 1.13 CEU, 16 CLP, 11 CLE, 13.5 CPE

32. Cost Reimbursement Contracting

One of the biggest challenges of providing goods and services to the Federal Government is the use of cost-reimbursement contracts. A cost-reimbursement contract allows the government to award contracts that involve significant financial and technical risk with flexibility that is not possible under a fixed-price type contract.

Under a cost-reimbursement contract, the government takes on the risks rather than the contractor. To help protect the taxpayer, the Government has established complex oversight policies and procedures for awarding, administering, and closing out cost-reimbursement contracts. These include the application of the Federal Acquisition Cost Principles (FAR Part 31) that govern the allowability and reimbursement of contract costs incurred during the performance of the work. The rules and regulations surrounding cost-reimbursement contracts are constantly changing – through law, regulation, and legal interpretation. Accordingly, this course is designed to assist personnel involved in the award or administration of a cost-reimbursement contract.

This course is designed to address the life-cycle of the cost-reimbursement contract. Your instructors will provide insights and explanations on the cost-reimbursement contract on the identification of the need, source selection, price and cost issues, payments through provisional billing and final rate determination and final closeout of the contract.

Length: 2 days

Credits: 1.13 CEU, 16 CLP, 11 CLE, 13.5 CPE

33. Critical Government Contract Cost Accounting & Financial Compliance

This course is a fast-paced interactive 6-part webinar that examines the key fundamental aspects and requirements on contract financial matters as it applies to Federal acquisition. Designed for new professionals in both government and industry, as well as those who want to build familiarity with, or update themselves on, the Federal Government's requirements regarding costs proposed or incurred under US Government contracts. The course includes a review of accounting and estimating related topics, and best practices for implementing and maintaining compliance with a plethora of applicable requirements and expectations.

Topics

- **The Basics**
- **Cost accounting requirements**
- **Cost accounting requirements – cont'd**
- **Cost estimating requirements**

- **Cost Accounting Standards**
- **Cost billing requirements and other considerations**

Length: Sessions will run Thursdays, Oct 29, Nov 5, 12, 19, Dec 10, 17, 12:00 – 1:40 pm (ET)

34. DCAA, DCMA, and Industry Compliance Update

Topics

- Legal Trends Affecting DCAA Audits
- Incurred Costs, Billings, and Cost Accounting Issues
- Cost & Pricing Issues
- Business System Compliance

Length: 1 day

Credits: 1.13 CEU, 16 CLP, 11 CLE, 13.5 CPE

35. Demystifying the Proposal Evaluation Process

There are a number of common evaluation factors which must be considered when the Government makes an award decision. But do contractors understand how to maximize their chances for success during these evaluations? And do Government personnel know how to perform each analyses properly? This Insight into the Proposal Evaluation Process seminar is for both contractors and agencies who want, or need, to have a better understanding of the proposal evaluation process. Through two days of training participants will examine common evaluation factors. Each topic has been selected because it is often a significant, possibly deciding, factor in the evaluate award decision of many federal contract awards. Evaluations considered include past performance, cost realism, key personnel, price, technical & management, and responsibility.

With each evaluation factor, our expert will seek to answer two questions about the discussed evaluation factor. (1) How do contractors maximize their chance for success in this part of their proposal? (2) How do Government personnel perform a proper evaluation of this factor? Furthermore, participants will gain an in-depth understanding of how the evaluation process during an award decision can and should work. This training is ideal for members of a proposal development team, source selection evaluation board and anyone else who needs or what to understand the evaluations that all competitive proposals are subject to.

Learning Objectives

- Review the statutory and regulatory provisions affecting evaluation of the different proposal evaluation factors
- Examine when and why certain evaluations are necessary and what each sub-evaluation is meant to achieve or accomplish
- Analyze the types of information offerors need to provide as part of their proposals
- Examine the role of subcontractors in the proposal evaluation process
- Explain the relationship between different parts of an offeror's submission (the relationship between technical and cost submissions, key personnel and cost submissions, price, and technical submissions)
- Discuss common problems associated with proposal evaluations
- Discuss evaluation specific issues relating to past performance, cost realism, key personnel, socio economic factors, price, and responsibility evaluation

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

36. Earned Value Management System (EVMS)

This course discusses earned value management from a manager's perspective and tries to answer the question "If we are doing all this planning and reporting, why are we still over budget and behind schedule?" The class covers the 32 requirements an acceptable EVMS system must meet and some of the techniques to meet those requirements. The course dissects the relationship between EVMS and project management to identify points of intersection and divergence to understand why a good project management system might fail a customer EVMS review.

Learning Objectives

- Identify when EVMS is required.
- Apply the 32 requirements an acceptable EVMS system must satisfy and some techniques for meeting those requirements.
- Develop well thought out policies and procedures that meet EVMS requirements and improve overall operations.
- Determine what management can reasonably expect from an EVMS.
- Recognize the importance of customer behavior in making an EVMS a useful management tool.

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

37. Emergency Contracting

This course will discuss the relevant laws and regulations that apply to the federal contracting community when procuring activities during contingency operations, defense or recovery from certain attacks, major disaster declarations, or other emergencies. Each emergency is different but having a viable procurement readiness plan and personnel trained in emergency contracting procedures will help to optimize an Agency's responsiveness during an emergency. Drawing on events such as Super-storm Sandy and the Unaccompanied Children crisis of 2014, this course will discuss pre-emergency acquisition planning, considerations when awarding or administering contracts supporting emergencies, and acquisition flexibilities to improve the agility of the acquisition workforce during these critical situations.

The course covers the necessary regulations and guidance available, including OFPP's Emergency Acquisitions Guide 2011, Parts 18 and 26 of the Federal Acquisition Regulation, and the National Response Framework documents published by the Federal Emergency Management Agency (FEMA).

Learning Objectives

- Understand organizational and individual response planning efforts agencies should undertake to improve responsiveness during an emergency.
- Learn what laws and regulations agencies should or must consider when awarding and administering contracts during emergencies.
- Understand the flexibilities available to agencies for use during emergencies.
- How to perform emergency contracting training exercises to test processes and familiarize personnel with all phases of an emergency or contingency.

Length: 2 days

Credits: .825 CEU, 8 CLP, 8.25 CLE, 10 CPE

38. Enhancing Critical Thinking Skills

This seminar is specifically designed for senior acquisition professionals. Negotiation is an essential skill for acquisition professionals. Successful negotiation requires more than communication and persuasion skills; it demands critical thinking abilities to analyze situations, assess information, and make strategic decisions. This seminar aims to equip these acquisition professionals with the tools and techniques of critical thinking necessary to do their jobs successfully.

Learning Objectives:

Acquisition professionals represent the linchpin of government. They oversee buying and negotiating. They understand the fundamentals of critical thinking and its significance in negotiation. This seminar is designed to enhance their skills in analyzing information critically during bargaining. They will learn techniques for identifying biases and fallacies in proposals. It will also improve their problem-solving abilities to address challenges encountered while performing their work and cultivate strategies for effective decision-making in negotiation scenarios.

Seminar attendees are expected to participate actively in all sessions and group activities. The group activity is a case study discussion designed to apply the principles of critical thinking and develop Critical Thinking Skills using the case study methodology.

Outline

- Section I – 45 minutes allocated
 - 1.0 Introduction to Critical Thinking
 - 2.0 Key Elements of Critical Thinking
 - 2.1 Identifying and defining problems
 - 2.2 Gathering and evaluating evidence
 - 2.3 Analyzing assumptions and biases
 - 2.4 Drawing Logical Conclusions
 - 3.0 The Critical Thinking Process
 - 3.1 Gathering relevant information
 - 3.2 Evaluating information and evidence
 - 3.3 Generating and analyzing possible solutions
 - 3.4 Making Informed Decisions
 - 4.0 The Role of Questioning
 - 4.1 Types of questions that stimulate critical thinking (e.g., open-ended questions, probing questions)
- Session II – 25 Minutes for Case #1
 - 5.0 Case discussion to practice asking key questions to stimulate critical thinking and to develop Critical Thinking Skills
- Section III – 45 minutes allocated
 - 6.0 Analyzing Arguments
 - 6.1 Recognizing different types of arguments (deductive, inductive, etc.)
 - 6.2 Evaluating the strength and validity of arguments
 - 7.0 Introduction to problem-solving frameworks (e.g., SWOT analysis, root cause analysis)
 - 8.0 Creativity and Innovation
 - 8.1 Exploring the relationship between critical thinking, creativity, and innovation
 - 8.2 Techniques for fostering creativity and thinking outside the box.
 - 9.0 Solutions and Decision-Making

- 9.1 Generating innovative solutions to challenges
- 9.2 Understanding common decision-making biases and fallacies
- 25 Minutes for Case #2 and Wrap-Up
 - 10.0 Case study to apply critical thinking to decision-making scenarios.
 - 10.1 Participants work in groups to analyze the case, apply critical thinking techniques, and make informed decisions. Part 2 of Case Discussion to Apply problem-solving techniques to real-world Scenarios.
 - 10.2 Wrap-Up / Reflection and Action Planning

Instructor: Alland Leandre, Vyalex

Length: 1 half-day in-person or 1 day virtual; 2.5-hour session

Credits: .25 CEU, 3 CLP, 2.5 CLE, 3 CPE

39. Ethics & Compliance

This course teaches how legal and ethical conduct is the way to protect our credibility and earn the respect and trust of our employees, partners, clients, and community. The purpose of this course is to provide an in depth understanding of the ethical and compliance rules that apply in the federal government marketplace; emphasize to employees the importance of their conduct when doing business with the federal government; enable employees to recognize compliance and ethical issues and traps before they make irreparable mistakes; and, advise employees about support resources. This is an instructor-led class held at a state-of-the-art learning facility.

Learning Objectives

- Determine the ethical and compliance rules that apply in the federal government
- Identify the importance of conduct when doing business with the federal government
- Recognize compliance rules, ethical issues and traps before irreparable mistakes are made
- Be able to use support resources

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

40. Everything Primes Need to Know About Subcontract Cost Rules

Evan Sherwood will share tips and best practices for prime and higher-tier contractors regarding the allowability of subcontracting costs and avoidance of disputes related to management of subcontractors. The discussion will cover: supply-chain focused cost principles; pass-through cost rules; subcontractor certified cost & pricing data; sponsored subcontractor claims; and inter-company purchases, among other things.

Instructor: Evan Sherwood, Covington

Length: 1 day

Credits: .125 CEU, 1 CLP, 1 CLE, 1.5 CPE

41. FAR Express

Take a trip on the FAR express as it travels through the procurement life cycle. We will make stops at the major stations, including Acquisition planning (Parts 5-8, 10, 11); Solicitation preparation (Parts 6, 9, and 16); Submission of bids and proposals (Parts 12-15); Evaluation, discussions, award and debrief (Parts 14, 15); Protests and Disputes (Part 13); Administration and performance (Parts 27, 31, 37, 44); Changes (Part 43); Delivery and acceptance (Part 46), and Termination (part 49).

Length: 2 days; 2 three-hour sessions

Credits: 6 CLE, 6 CLP, 7.2 CPE, .6 CEU

42. FAR Part 31: Cost Principles

Most government contracts require identification of the elements and a stated cost at the time estimates are prepared, as work progresses, as change orders are negotiated and after completion of work. We will discuss the Cost Principles, applicability to the various contract types and procurement methods of the government. We will review the current areas of audit scrutiny by the government and methods of complying with the Regulation including business systems and disclosure requirements.

Learning Objectives

- Recognize the types of allowable contract cost includable in estimates, proposals and invoices to the prime contractor or Government
- Analyze cost allocability and reasonableness under the Cost Principles and CAS
- Identify the types of cost or activity under scrutiny from government auditors or those that may require an advance agreement to be considered allowable
- Recognize accounting methods and systems for accumulating and reporting cost, including expectations for policies, procedures, and training
- Analyze the accounting documentation, record retention requirements and auditor access to both budgeted and incurred cost

Length: 1 day

Credits: 8 CLP, 5.5 CLE, 0.55 CEU, 6.5 CPE

43. FAR Workshop

This course is a fast-paced interactive seminar that examines the organization, content, policy, and procedures of the Federal Acquisition Regulation (FAR) as it applies to Federal acquisition. Designed for new professionals in both Government and industry, as well as those who want to build familiarity with, or update themselves on, the Federal Government's regulatory system. The course includes a review of the topical divisions of the FAR, exercises to practice the participant in analyzing FAR-centered contracting issues, and group activities to reinforce the application of FAR principles.

Learning Objectives

- Identify the foundations, the organization, and principles of the FAR to locate, understand, interpret, and use it in executing business transactions.
- Analyze the "why" of the policies, processes and procedures set out in the FAR to better understand the latitude and constraints of executing a business transaction involving the expenditure of public funds.
- Increase professional understanding of the acquisition system as well as build skills to train, mentor, and coach others in usage of the FAR
- Improve the participant's ability to add value through their role in the acquisition process.

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

44. Foreign Military Contracting Best Practices: FMS, FMF, and DCC/DCS

This is an essential course for [manufacturers](#), exporters and their executives, and legal and financial advisors, featuring:

- What the laws and regulations require for FMS sales and direct sales of military products
- Foreign Military Financing
- Practical instruction on export licensing of defense articles and services

- Complying with the Foreign Corrupt Practices Act

Length: 1 day

Credits: 0.55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

45. Fundamentals of Government Contracting

The *Fundamentals of Government Contracting* course is a comprehensive curriculum covering the Federal Government contracting process, including the applicable procurement laws, regulations, and practical requirements. For those who are new, relatively inexperienced, or require a supervisory understanding of Government contracting, this course will provide an overview that will thoroughly familiarize the student with the federal contracting process, provide a strong foundation on which to build greater subject-matter expertise, and dispel common myths and misunderstandings. For those with some experience, the course will heighten knowledge, provide context, sharpen issue awareness, and improve the ability to operate successfully in this highly complex and competitive field. Students will gain a strong understanding of the fundamental aspects of key topical aspects of the Government contracting arena. This “fundamentals” course is designed to be of benefit and interest to both Government and contractor personnel, including contracting officers, contract and subcontract administrators, program and item managers, finance and accounting personnel, engineers, and attorneys (in-house, outside, Government), among others.

Learning Objectives

- The Setting: Branches of Government, Regulations, Purchasing Offices, and the Procurement Process
- Sealed Bidding
- Contract Negotiations
- Costs
- Specifications: Purpose & Types
- Inspections
- Changes
- Subcontracts
- Terms & Conditions
- Claims
- Terminations for Default & Terminations of Convenience
- Delays and Suspensions
- Disputes & Appeals

Length: 3 days

Credits: 2.1 CEU, 21 CLP, 21 CLE, 24 CPE

46. Federal Government Contract Accounting

Contracting with the U.S. Government can be challenging, but it can become overwhelming when you consider the unique accounting requirements, internal controls and system expectations, and government regulations. This course is designed to help contractors navigate the requirements to successfully recover all allowable costs incurred in support of their contracts. Whether your company is new to government contracting or has years of experience, this course will help ensure you are up to speed on these changing accounting requirements

Learning Objectives

- Discuss basic accounting terms and procedures required for contracting with the Federal Government

- Discuss the differences between direct and indirect costs and indirect cost allocation methods
- Discuss labor accounting system internal controls
- Discuss the applicable Federal Acquisition Regulations addressing the allowability, allocability and reasonableness of contract costs
- Discuss the accounting requirements for unallowable costs
- Discuss the different government contract types and interim financing methods
- Discuss special reporting requirements

Length: 1 day

Credits: 8 CLP, 6.5 CPE, 0.6 CEU, 5.5 CLE

47. Generative AI: You Know Better Than to Trust a Strange Robot

Generative AI is an amazing tool. It can write poems, summarize, and translate articles, create art, and much more. Generative AI has the potential to change the way you practice law, and to make you much more productive. Is it time to get on the AI bandwagon?

In this course, we will discuss:

1. What is generative AI?
2. What is generative AI good for?
3. What are some of generative AI's weaknesses?
4. What are some of the legal issues your clients might encounter in their use of generative AI?
5. How can you leverage generative AI in your practice?

Instructor: James Goepel, CMMC Institute

Length: 1 day; 90-minutes

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

48. Government Accounting Requirements and Preparing for Contract Audits

These courses are designed to cover two separate but complementary topics. They are designed to be taken together but can be taken separately.

Day 1: Federal Government Contract Accounting

Contracting with the U.S. Government can be challenging, but when you consider the unique accounting requirements, internal controls and system expectations, and government regulations, it can become overwhelming. This course is designed to help contractors navigate these requirements to successfully recover all allowable costs incurred in support of their contracts. Whether your company is new to government contracting or has years of experience, this course will help ensure you are up to speed on these changing accounting requirements.

Day 2: Preparing for a Federal Government Contract Audit

The course is designed to help government contractors develop strategies for mitigating contract cost audit risk and vulnerability by discussing the processes used by contract auditors. This course provides an overview of the government contract audit process, auditor expectations regarding the adequacy of accounting systems, labor timekeeping and distribution, cost representations for forward pricing, billing, and incurred costs. By knowing the factors and processes that influence contract audit risk, contractors will be in a better position to develop strategies to handle issues that arise during contract audits. This course is recommended for those individuals responsible for contract audit related issues and preparing cost input or information for audit review.

Learning Objectives

Day 1:

- Discuss basic accounting terms and procedures required for contracting with the Federal Government
- Discuss the differences between direct and indirect costs and indirect cost allocation methods
- Discuss labor accounting system internal controls
- Discuss the applicable Federal Acquisition Regulations addressing the allowability, allocability and reasonableness of contract costs
- Discuss the accounting requirements for unallowable costs
- Discuss the different government contract types and interim financing methods
- Discuss special reporting requirements

Day 2:

- Discuss general audit expectations for government contractors
- Discuss audit expectations for the adequacy of accounting systems, timekeeping and labor distribution, and cost accumulation
- Discuss audit risk assessments and quality of audit evidence
- Discuss Truthful Cost or Pricing Data (aka TINA) requirements and audits of forward pricing proposals
- Discuss audits of incurred costs
- Discuss the impact of penalties for unallowable costs
- Discuss audit risk management and strategies

Length: 2 days

Credits: 16 CLP, 13.5 CPE, 1.13 CEU, 11 CLE

49. Government Contracts Compliance

U.S. Government contractors bear significant performance obligations to deliver products and services required by their contracts. But that is only the starting point. The U.S. Government holds contractors responsible for compliance with multiple policy, ethical, and customer-protection requirements. These requirements are complicated and have expanded in recent years to address a diverse array of threats such as cyber vulnerabilities, counterfeit parts, human trafficking, and corruption, as well as comply with domestic preference rules and the cybersecurity Capability Maturity Model Certification (CMMC) process. With new rules coming out to implement the requirements of the 2018 Secure Technology Act and the FY 2019 National Defense Authorization Act, ensuring secure and compliant performance is becoming even more difficult for contractors.

In this series, leading experts in Government contracts compliance will walk you through key challenges and provide strategies for how to overcome them. This series does not stop at covering just the fundamentals of compliance; it will also cover best practices to meet the challenges of a changing regulatory environment in an evolving, turbulent world.

17 Sessions will run Thursdays, 2:00 – 3:30 pm (ET)

- Sept 17, 24
- Oct 1, 8, 15, 22, 29

- Nov 5, 12, 19
- Dec 3, 10, 17
- Jan 7, 14, 21, 28

Credits: 1.5 CPE, 1.5 CLE, 2.0 CLP, 0.2 CEU

50. Government Property

Concentrated training on the requirements for managing Government owned property (acquired property and furnished property) to ensure contractor and Government personnel will effectively manage the Property lifecycle per regulations and contractual requirements. This training will also include key points that will assist in resolving Property Management business system issues prior to occurrence. Includes point-by-point training on:

- Authority. Including allowability, allocability, and reasonableness
- Types of Government Property
- Item Unique Identification and other reporting requirements
- Self-assessments and Metrics
- Contractor obligations and Government responsibilities
- Property provided to Subcontractors
- Use of commercial practices, voluntary consensus standards or industry standards
- Understanding ownership and title on acquired property

Learning Objectives

- Know the concepts of US Government Property stewardship
- Understand the nature and intent of the US Government Property clause
- Know approaches used by DCMA to determine risk/vulnerability, and audit scope
- Know the techniques, expectations, and outcomes used by DCMA to audit specific aspects of the Property System including those related to:
 - Use of Government Property
 - Government-Furnished Property
 - Contractor plans and
 - Acquisition
 - Receipt of government furnished property and contractor acquired property
 - Records
 - Physical Inventory
 - Subcontractor control
 - Reports
 - Relief of stewardship responsibility and liability
 - Utilizing Government property
 - Maintenance
 - Property closeout
 - Systems analysis
 - Contractor inventory disposal
 - Storage
 - Disposition
 - Abandonment
- Know strategies for avoiding or minimizing the effect of adverse Property audit findings

Length: 1.5 days

Credits: .55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

51. GSA Schedule Contracting

Obtaining, managing, and understanding a GSA or VA Schedule contract takes specialized knowledge and dedication. For instance, do you know what your Basis of Award customer is? If you do not, this course is definitely a must for you. GSA Schedule contracts are an integral part of any company's federal business strategy and this intensive one-day course provides an overview of the program, current government market trends and other knowledge you need to succeed. It is especially designed for executives, managers, and general counsels involved in federal government business. The course is intended not only to alert you to key risks, but also to present solutions and time-honored best practices. Budget trends, marketing tips and other information important to growing your business are also included.

The program is suitable for lawyers and non-lawyers within and outside the United States.

Learning Objectives

- Analyze the structure of a GSA Schedule contract and distinguish myth from reality
- Identify the key contractual, regulatory, and statutory requirements that apply to GSA Schedule contractors
- Analyze the risks of non-compliance
- Obtain information on federal budget trends
- Learn best practice marketing and compliance tips by studying what is worked for other successful Schedule contractors
- Sleep better at night and keep the profits you earn

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

52. Healthcare Contracting: Practical Guidance for Selling to CMS, VA, and DHA

This course is designed to provide some practical tools for companies that have an interest in entering into or expanding their footprint in the Federal health care sector. The major Federal agencies which contract for health care products and services include the Centers for Medicare and Medicaid Services (CMS), the Veterans Health Administration, the Office of Personnel Management, TRICARE, and the Military Health Systems. This course will provide a discussion of Federal health care programs and the various statutory and regulatory authorities applicable to the contracts that support those programs. It will also discuss health care contracts which the Federal Government has awarded in support of its health care programs and considerations and concerns that are unique to those contracts and subcontracts.

Learning Objectives

- Identify Major Federal health care programs, and the agencies primarily responsible for administering them
- Identify Basic government contracting principles as applied to Federal health care contracts
- Identify the statutory and regulatory authorities which govern the contracting agencies' activities, and the applicability of the Federal Acquisition Regulation
- Determine contractor qualifications for health care contracts
- Determine contract clauses specific to health care contracts
- Identify systems requirements including systems security
- Identify compliance programs for Federal health care contracts, with a focus on conflicts of interests and the False Claims Act
- Determine potential liability and statutory limitations on liability
- Identify requirements for the privacy and confidentiality of health care information
- Identify future trends in health care and evolving contracting opportunities

Length: 1 day

Credits: .55 CEU, 8 CLP credits, 5.5 CLE, 6.5 CPE

53. Hit The Ground Running: Contract Law Essentials for New Attorneys & Contract Administrators

You want your contracting professionals to “hit the ground running” and be as productive as possible. They probably did not learn enough in this area in school, and some government contract law matters—like litigation—simply do not lend themselves to a prolonged learning curve. Thankfully your “First Years” want the same thing—to be positive members of your team as quickly as possible. Start them out right by having them attend the Public Contracting Institute’s Hit the Ground Running Course!

This course will provide your contract professionals with the principal procedural and research skills they need to support the company in the major government contracts areas, and at the very beginning of their careers! In addition to covering the basic “life cycle” of government contracts, other topics will include: contract formation controversies (agency-level protests, GAO protests, COFC protests, and SBA challenges); contract administration controversies (CDA claims, ASBCA and CBCA appeals, COFC appeals); and contract law legal research. The presentation will also be enhanced by “real-life” problems and practical exercises. So, make that commitment to your entry professionals that will pay off in all that they do.

Course outline:

1. INTRODUCTION
2. THE LIFE CYCLE OF GOVERNMENT CONTRACTING
3. FORMATION CONTROVERSIES
4. ADMINISTRATION CONTROVERSIES AND DISPUTES
5. RESEARCH MATERIALS

Instructor: Lou Chiarella, Crowell

Length: 4 days; 210 minutes each

Credits: 3.5 CLE, 4 CLP, 4.2 CPE, .35 CEU per session

54. Identifying and Negotiating Changes and Navigating Requests for Equitable Adjustments (REAs)

Although it would be nice if every contract ran smoothly and as predicted from start to finish, that rarely happens. Fortunately, the standard Federal Government contract contains a “Changes” clause that is designed to compensate contractors for both time and money when the Government changes the contractor’s scope of work. Sometimes a change is made formally, but it frequently comes about as a “constructive change.” Recognizing a change, and knowing how and when to pursue relief via a Request for Equitable Adjustment (REA), are critical to a contractor’s survival.

This webinar will explain how the “Changes” clause is supposed to work, what a contractor can do to make sure changes are recognized early, the reasons why relief should be sought through an REA rather than by filing a claim, and how to prepare an effective REA.

This webinar will cover:

- How to recognize a change under the “Changes” clause
- The basic elements of an REA
- How and when an REA should be used
- The difference between an REA and a claim
- How to prepare an effective REA

Instructor: Jayna Rust, Thompson Coburn

Length: 1 day; 60-minute session
Credits: 1 CLE, 1 CLP, 1.2 CPE, .1 CEU

55. Incurred Cost Submission

Doing business with the US Government is always challenging, and the many onerous accounting requirements only make it more difficult. The purpose of this class is to help add clarity to Incurred Cost Submission requirement, which is an annual requirement for any contractor with flexibly-priced contracts. This course will provide government contractors with a step-by-step guide in developing their Incurred Cost Submission to ensure that all allowable costs are properly captured and claimed for reimbursement, while also minimizing audit risk. Before contractors can fully understand the mechanics of the submission, they must understand the detailed government contract accounting requirements governing allowability, allocability, and reasonableness. The course will provide attendees with a detailed review of the both the required and optional schedules of the submission. Additionally, through the use of a case study, attendees will walk through a sample submission and gain a thorough understanding of critical data points, supporting documentation, and how to reduce DCAA audit risk. This course will provide attendees with the expertise needed to successfully complete the submission and prepare for the audit. In addition, we will provide attendees with real-life examples of existing incurred cost challenges, DCAA audit positions, and a detailed overview of the current DCAA audit environment and the challenges these issues present to contractors. Whether you are completing your incurred cost submission for the first time or learning that what you have been doing for the last 20 years is now in question, this course can provide you the answers.

Learning Objectives

- Applying & Establishing an Indirect Rate Structure
- Managing Indirect Rates
- Identifying Unallowable Costs & FAR Part 31
- Ensuring Consistent Treatment of Costs
- Determine when the Incurred Cost Submission is required and its purpose
- ICS schedule analysis and differentiation
- Apply the Incurred Cost Submission

Length: 2 days
Credits: 1.13 CEU, 16 CLP, 11 CLE, 13.5 CPE

56. Indirect/Direct Costs

Many federal contractors struggle with the design and setup of their overhead pools and overall indirect rate structure. Its design is vital in determining how much of the organization's indirect cost can be recouped on each of its contracts. Companies trying to enter the government contracting arena may be setting up a rate structure for the first time. More mature contractors may be evaluating whether or not changes to the indirect rate structure would benefit the organization. This live webinar will navigate through many areas for consideration when evaluating overhead rates. This webinar is geared for the person(s) involved in the evaluation and management of the indirect rate structure, in contract finance, and others who want to better understand overhead rates and indirect rate

structures. We will also incorporate discussions related to the new DFARS 231.205-79 CARES Act Section 3610 – Implementation.

Learning Objectives

- Indirect Rate Structure Basics
 - Direct vs. Indirect Costs
 - Indirect Cost Pools and Bases
 - 2 Tier vs. 3 Tier Rate Structure
- What Costs Can/Cannot Be Included
 - Allowable, Allocable, and Reasonable Costs
 - Unallowable vs. Expressly Unallowable Costs
 - Penalties for Unallowable Costs
- Other Considerations
 - Industry / Size / Location
 - Strategy
 - COVID 19 – DFARS 231.205-79

Length: 1 day

Credits: 3 CLP, 3.5 CLE, 0.30 CEU, 3 CLE

57. Intellectual Property: Data Rights & Wrongs

The Government's and contractors' respective rights in intellectual property (IP) arising from Government contracts is very important to both sides. For contractors, IP rights may be critical for the very survival of the company. For Government agencies, IP rights may have a great impact on the cost and time to accomplish an agency's mission.

“Rights in data” is an unusually complex area, but one that is essential to learn. Not the least of the difficulties is that different agencies apply different rules. Nevertheless, the Government contractor that fails to learn to protect its rights in data may be crippled—or worse—by its ignorance. This program will provide you with the practical tools to analyze and solve data rights issues. You will learn the categories of rights the Government may obtain in patents and in deliverable technical data and computer software under the Department of Defense's regulations versus the (different) civilian agency regulations and the rules of when the Government vs. contractor obtains different rights in data, and how a contractor must mark legends on deliverable data. Finally, you will learn how to apply these rules in different real-life situations, such as parts replicators, technology innovators with R&D contracts, SBIR contractors, subcontractors, commercial software vendors, software developers, and software resellers and value-added resellers (VARs).

Learning Objectives

- Learn the categories of rights contractors and the Government obtain in data delivered under Government contracts
- Important contractor strategies for IP protection to employ before signing a contract
- How to review an RFP/contract to identify significant data rights issues
- How to protect commercial software marketed to the Government
- How to avoid landmines (such as legending requirements) that can result in forfeiture of data rights
- Understand who owns rights when a contractor invents a patentable invention while performing a Government contract

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

58. Interpretation of a Government Contract

Most contract disputes and misunderstandings concern the meaning of the contract. Contract interpretation is not the exclusive domain of the lawyers. Rather, it is an essential skill set for successful contractors and government acquisition professionals – all of whom need to be familiar with these principles to spot, avoid, and resolve potential problems over the meaning of the contract and the parties' obligations, and because they are the ones on the front lines of contract and proposal writing, contract interpretation, and contract execution.

This course covers the principles of contract interpretation, as they are applied every day in federal government contracting. These principles of contract interpretation are not in statutes, the FAR, or in any regulations. They are in the decisions of the judges.

The principles will be discussed in the context of how they apply to intrinsic evidence (the contract documents) and extrinsic evidence (information and considerations from outside the contract) and will include practical exercise to enhance the learning experience.

Learning Objectives

This seminar will thoroughly familiarize and explain the following:

- The processes, nature, and realities of interpretation
- Communication scenarios that are prone to misunderstandings
- The key foundational issues of understanding a contract, including the objective approach to interpretation, the rules for defining the content of the contract and the federal courts' rule on using information from outside the contract for interpretation – the Plain Meaning Rule
- The principles of interpretation – with real world illustrations taken from federal contract disputes
- The rule of interpreting ambiguities against the drafter (the Doctrine of Contra Proferentem) and the great exception to the general rule in federal contracting
- Subjects that are frequently involved in interpretation disputes, to including disputes over the formation and type of government contract, the contract authority of government personnel, order or precedence clauses, and clauses that shift the risk to contractors

Length: 2 days

Credits: 16 CLP, 11 CLE, 13 CPE

59. Introduction to FAR Flowdowns

This course will introduce the FAR flow down, including why clauses need to be flowed down and how to navigate through FAR and its prescriptions, provisions, and clauses. We briefly discuss supplements to the FAR including DFARS and the structure of a prime contract. Finally, we will focus on the types of flow down clauses including some examples to illustrate the information provided in this session.

Instructors: Cobi Walkland & Kimberly Rinder, CapEdge

Length: 1 day; 2 hours

Credits: 2 CLE, 2 CLP, 2 CPE, .2 CEU

60. ITAR/EAR/OFAC & the Export Control Reforms

For decades, U.S. export controls consisted primarily of three sets of regulations; two lists of covered articles, services, technology, plus three lists of prohibited parties; and the involvement of three separate Government departments: (1) the Export Administration Regulations ("EAR") and Commerce Control

List ("CCL") under the Commerce Department's Bureau of Industry and Security ("BIS"); (2) the International Traffic in Arms Regulation ("ITAR") and U.S. Munitions List ("USML") under the Department of State's Directorate of Defense Trade Controls ("DDTC"); and (3) the various Office of Foreign Assets Control ("OFAC") sanctions regulations and Specially Designated Nationals ("SDN") list under the Department of the Treasury. Beginning in 2010, however, the Administration began rolling out a transformative Export Controls program, under which items from the USML are periodically being transferred to the CCL, and the ITAR will eventually be incorporated in the EAR. This Executive Briefing is intended to provide executives, senior managers, compliance officers, in-house and outside counsel, brokers, and other stakeholders in the export sector with an analysis of the progress of the reforms and the other key new developments in ITAR, EAR and OFAC rules and compliance.

Learning Objectives

- Understand the evolving ITAR & EAR License Process
- Learn the OFAC license process
- Recognize “deemed exports”
- Identify ITAR, EAR & OFAC Exemptions
- Learn ITAR, EAR & OFAC Compliance
- Analyze strategies for internal investigations and
- Voluntary disclosures

Length: 1 day

Credits: .55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

61. Labor Regulations

The Service Contract Act (SCA) and related regulations look easy to grasp at first glance, but are very difficult to navigate in practice. In fact, they might just be some of the most challenging requirements for contractors and federal agencies trying to implement it. If you are a federal contractor competing for or performing work under a service contract or provide any services relating to the SCA, this training is critical to ensuring that you are fully compliant and competitive. Full compliance impacts preparation of proposals, human resources, wage and hour compliance, proper classification, conformance for missing classifications, benefits administration and much more.

This training teaches the fundamental requirements of:

- SCA
- Fair Labor Standards Act Exemptions
- Contract Work Hours and Safety Standards Act
- Minimum Wages for Government Contractors
- Sick leave for Government Contractors
- Non-Displacement of Qualified Workers
- Price Adjustments and Claims

Instructor: Nichole Atallah & Sarah Nash, Piliero Mazza

Length: 3 days; 90-minute sessions

Credits: 4.5 CLE, 5 CLP, 5.4 CPE, .45 CEU

62. Leadership Development

Leadership development has a long history – of not working effectively! With so much literature, countless programs, college degrees, think-tanks, and other development resources, you might think “we got this.” Then you look around business, government, and charities and quickly see that many who hold top positions do not really exhibit leadership qualities. This class is designed to get you started on a personal lifetime leadership journey to transform yourself into the best version of you.

This class, anchored in the book Sustained Leadership WBS, is a structured approach for building yourself into your best version. It has maximum flexibility for you to “test out” of those things you know and concentrate on those traits, qualities, and skills that better prepare YOU to lead – yourself and others.

This introductory class reviews the specific skills, disciplines, and traits to prepare you for your journey. Self-assessment, finding mentors, setting goals, and understanding the important of character, competence, compassion, communication, and commitment solidify your personal roadmap.

Leadership is a no-excuses discipline. This class will remove any remaining excuses holding you back and prepare you for success in leadership opportunities.

Instructors: Tom Reid, Certified Contracting Solutions

Length: 2 days in-person or 4-days virtual; 3-hour sessions

Credits: 1.2 CEU, 12 CLP, 12 CLE, 14.4 CPE

63. Leading Practices in Cost Estimating & Accounting

This course is designed for seasoned US Government contract acquisition individuals to delve into the complexity of regulatory compliance as well as topics du jour, and address the impact and potential impact of new and pending trends, events, and activities affecting compliance with contract costing and estimating related rules, regulations, and expectations. This course is presented by a cast of noted individuals, each of who possess a plethora of knowledge and experience in the US Government contracting arena. Case studies and examples are used to explore the complexities and details of implementation and compliance. Upon completion of this course, the participants should know best practices for implementation and execution approaches and techniques addressing advanced and evolving government contract cost and estimating compliance issues.

Learning Objectives

- Students will understand Cost Estimating & Pricing Requirements: Forward Pricing Rate Agreements, Proposal, Budgeting & Planning, Cost & Price Analysis, and Truth in Negotiation Act Requirements.
- Students will be knowledgeable of FAR 31 Cost Principles and issues with Cost Accounting Standards
- Students will be able to explain Other Cost Estimating & Accounting: EVMS, Requests for Equitable Adjustments, Protests, Claims, and Terminations for Convenience
- Students will understand Implementing and Maintaining Adequate Contractor Business Systems and Internal Controls & Preparing for and Supporting Contract Audits, Oversight, and Administration

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

64. Life Sciences Contracting 101

Life Sciences Contracting 101 will cover unique issues that companies in the life sciences industry face when dealing with products, technologies, or partners that receive support under U.S. Government agreements. These issues can be relevant in a wide range of circumstances, such as when a company is selling products through the U.S. Department of Veterans Affairs, licensing a technology subject to federal rights, or performing research and development with federal support. Many companies may not even realize the extent of their ties to U.S. Government agreements through work with universities, licensors, or product sponsors. In addition, more life sciences companies than ever are encountering U.S. Government agreements as a result of the COVID-19 pandemic.

Sessions will cover a number topics, including:

G. Session 1

1. Schedule contracting and the prime vendor program
2. Pricing requirements under the Veterans Health Care Act of 1992
3. Subcontracting and small business requirements
4. The Office of Federal Contract Compliance Programs
5. Gift rules and lobbying
6. Sourcing and supply chain

H. Session 2

1. The Bayh-Dole Act and other sources of U.S. Government of intellectual property rights
2. Emergency use authorizations, expanded access, and stockpiling authority
3. The Public Readiness and Emergency Preparedness or “PREP” Act
4. Indemnification and other liability protections
5. The Defense Production Act

I. Session 3

1. The “Common Rule” for U.S. Government-supported clinical trials
2. Animal research requirements for U.S. Government agreements
3. Research involving recombinant or synthetic nucleic acid molecules
4. The Privacy Act and personally identifiable information
5. The Service Contract Act
6. Government property
7. Export controls, dual-use research of concern, and public access

Instructor: Tyler Evans, Steptoe

Length: 3 days; 90-minute sessions

Credits: 4.5 CLE, 5 CLP, 5.4 CPE, .45 CEU

65. Managing Government Property

Concentrated training on the requirements for managing Government owned property (acquired property and furnished property) to ensure contractor and Government personnel will effectively manage the Property lifecycle per regulations and contractual requirements. This training will also include key points that will assist in resolving Property Management business system issues prior to occurrence. Includes point-by-point training on:

- Authority. Including allowability, allocability, and reasonableness
- Types of Government Property
- Item Unique Identification and other reporting requirements
- Self-assessments and Metrics
- Contractor obligations and Government responsibilities
- Property provided to Subcontractors
- Use of commercial practices, voluntary consensus standards or industry standards
- Understanding ownership and title on acquired property

Instructor: Chris Wade

Length: 2 days, 120 minutes each

Credit: 4 CLE, 4 CLP, 4.8 CPE, .4 CEU

66. Managing Subcontracts

Successful prime/sub relationships are often the key to profits in Government contracting. This course is designed to provide a comprehensive and practical discussion of prime/sub contracts, teaming agreements, and joint venture arrangements best practices. The course will cover who the players are and what are their roles, strategies, and factors to consider in choosing a team as well as understanding each party’s role in working to win a contract. It will also discuss the importance of how the team is

structured, including the importance of a non-disclosure agreement, drafting teaming and JV agreements and hazards to avoid, negotiating, and finalizing the subcontract, and dealing with Flowdowns.

Learning Objectives

- Students will understand who the players are and what are their roles?
- Students will be aware of the strategies and factors to consider in choosing a team
- Students will know the Importance of a Non-Disclosure Agreement
- Students will understand the role of a Teaming Agreement
- Students will know how to draft a Teaming Agreement
- Student will know how to drafting a JV Agreement
- Students will be aware of what hazards to avoid
- Students will understand each party's role
- Students will know how to negotiate and finalize the subcontract
- Students will know how to deal with Flowdowns
- Students will be aware of performance issues
- Students will know how to deal with disputes

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

67. Masters Academy: Best Practices in Government Contracting

The Masters Academy is designed to provide an exceptional learning experience. Each day, different experts will share their insights into the leading practices in key areas of Government contracting. Over the course of five days, you will have the unique opportunity to learn the lessons experts have culled during their careers in Government contracting. This program is not intended to cover the basics or each topic in its entirety. Instead, the Masters Academy is intended as an advanced course focusing on leading practices.

Each participant will be provided the two essential books in the field: "*Formations of Government Contracts*" and "*Administration of Government Contracts*," co-authored by Ralph C. Nash, Jr. Collectively, the body of knowledge you will acquire during this program will give you an unparalleled education in Government contracting leading practices.

Prerequisite: *To gain the most from the Masters Academy, it is recommended that participants have at least five years of contracting experience in industry, Government, law, or accounting.*

Length: 5 days

Materials: *Formations of Government Contracts; Administration of Government Contracts*

Credits: 2.7 CEU, 40 CLP, 27.5 CLE, 33 CPE

68. Masters Academy in Intellectual Property and Data Rights

One of the largest, and most complex topics in government contracting, intellectual property (IP) cannot be ignored. Between software, research & development, technical data, and contractor branding, almost every contractor will occasionally deal with IP issues – and it is central to the business model of some of the largest government contractors. Beyond that, each agency will have different IP provisions – the FAR and DFARS, for example, handle rights in software completely differently. Join PCI and George Mason University CPE for a deep dive into everything IP in government contracting.

During this 4-session course, our instructors will lead students through the most critical issues in IP, the course will cover these integral topics, as they apply to government contracting.

Topics include:

- Patents
- Copyrights
- Trademarks
- Rights in Technical Data
- Rights in Software
- Trade Secrets
- Remedies in Intellectual Property
- IP Rights Across the Government
- Research & Development Programs
- Other Transaction Agreements for Research & Prototyping

Day 1 – The Big Three: Patents, Copyrights, and Trademarks

During the first session of the *Masters Academy in Intellectual Property and Data Rights*, our instructors will cover the big 3 forms of traditional commercial intellectual property. After that, they will explore how those IP rights change in a government contracts environment. Starting with patents, we will cover how the FAR and DFARS weakens these traditionally strong IP rights in accordance with Bayh-Dole. Next, we will discuss copyrights, how they interact with software development, and how best to protect these rights while contracting with the government. Then we will quickly discuss trademarks – these unique rights are often less relevant in government contracting than in commercial contracting, but they come up often enough that their protection should not be ignored.

Day 2 – Trade Secrets and IP Remedies

During the second session of the *Masters Academy in Intellectual Property and Data Rights*, our instructors will take a look at Trade Secrets, both in their commercial context, and in the government contracting environment, and will begin to explore Government Data Rights. Beginning with a discussion of “core” trade secret rights, our instructors will cover choice of law issues for trade secret law, and handling trade secrets in a subcontracting environment. After that, our instructors will look back at both Trade Secrets and the Big Three for a discussion of IP remedies available for these traditionally commercial types of IP – and how those remedies change in the heavily regulated government contracting environment.

Day 3 – Government Data Rights & Subcontracting

For the third session, we will discuss government data rights – the unique creatures of government contracts law that govern technical data and software when acquired by the government. While discussing this huge topic, our instructors will begin with how the FAR handles data rights before transitioning to the DFARS – the regulatory régime governing most contracts for research and development. We will also discuss the difference between software and technical data in government contracting, and how IP of all forms should be handled as a subcontractor. Finally, the discussion will close with a discussion of remedies available to contractors who feel their contractual rights in data were not respected.

Day 4 – Special Programs and IP for Research and Development

The final day of the *Masters Academy in Intellectual Property and Data Rights* will cover the major programs the government runs that produce IP and rights in data issues. The discussion will begin with a quick discussion of how IP rights are handled under multiple award schedule contracts and governmentwide acquisition contracts. We will discuss how contracts for research & development are handled under the FAR and DFARS. Next, our instructors will discuss the SBIR and STTR programs – unique research and prototyping opportunities for non-traditional contractors looking to develop new technologies to sell in both commercial and government markets. This program handles IP differently than traditional government contracting. Finally, the series will close with a discussion of Other Transactions – the unique non-contract acquisition vehicles that certain agencies can use to rapidly develop and prototype new technologies.

Instructors:

Erin Davis, Partner, Taft

Jeff Newman, Partner, Thompson Coburn

Scott Felder, Partner, Wiley

Length: 2 days in-person or 4 days virtual; 3-hours each session

Credits: 1.2 CEU, 12 CLP, 12 CLE, 14.4 CPE

69. Material Management & Accounting Systems (MMAS)

This is a comprehensive course addressing US Government contractor requirements related to Material Management & Accounting Systems (MMAS). Participants will learn the nature and intent of the DFARS rules, and details regarding US government audit techniques, and strategies for avoiding or minimizing the effect of adverse audit findings. This course provides participants with the knowledge needed to comply with US Government contractor contractual requirements regarding implementation and maintenance of a compliant MMAS. It is recommended for those individuals with contract containing the MMAS clause who are responsible for US Government contract compliance, material planning, sourcing, inventorying, issuing, and accounting for materials and material costs, as well as those responsible for implementing and maintaining an adequate MMAS, or conducting related compliance oversight.

Learning Objectives

Upon completion of this course, the participant should:

- Know the concepts of material requirements planning, interrelationships of material requirements planning and material accounting, and the effects of inadequate material management on material accounting
- Understand the nature and intent of the MMAS standards
- Know approaches used by DCAA to determine risk/vulnerability, and audit scope
- Know the techniques used by DCAA to audit specific aspects of MMAS including:
 - System descriptions
 - Master schedule and bill of material accuracy
 - Inventory accuracy
 - Premature billings
 - System exceptions
 - Material costing in hard peg and soft peg environments
 - Audit trails
 - Internal oversight
- Know the techniques used by DCAA to determine the cost impact of system deficiencies
- Know strategies for avoiding or minimizing the effect of adverse audit findings

Length: 2 days

Credits: .55 CEU, 8 CLP, 5.5 CLE, 6 CPE

70. Maximizing Competition & Small Business Utilization

This three-part course will focus on maximizing competition and small business utilization in contractors' procurement activities. In addition to exploring FAR-based competition, we will also explore market research strategies and channels to increase the competitive field in contractors' subcontracting and procurements. This will include means by which to identify potential small business and other socio-economic firms for inclusion in your organization's competitive procurements. This program is intended for procurement, subcontracting, supply chain, contracts, small business advocates,

and compliance professionals.

Part 1: Basics of Competition and Defining Market Research

Part 2: Market Research Strategies to Maximize Competition and Small Business Utilization

Part 3: The Intersection of Market Research & FAR-based Compliance

Instructor: Kristina Staley, Senior Manager, Capital Edge Consulting, Inc.

Length: 3 days; 2 hours each

Credits: 6 CLE, 6 CLP, 7.2 CPE, .6 CEU

71. Maximizing Travel Cost Recovery

During this 2-hour program we will take a deep dive into the Travel Costs cost principle, FAR 31.205-46, and examine the “dos” and “don’ts” of charging certain travel costs to the Federal government. We will examine the regulations, DCAA guidance, and document retention requirements surrounding the cost principle. We will also provide contractors with tips for ensuring that they maximize travel cost recovery without running afoul of allowability requirements. Join the CapEdge team as they discuss:

- What types of travel costs can be charged to the Government?
- Maximizing travel cost recovery
- FTR/JTR Impact

Length: 1 day; 2 hours

Credits: 2 CLE, 2 CLP, 2 CPE, .2 CEU

72. Meeting DCAA Expectations

This course provides an overview of the contract audit function, DCAA audit expectations regarding adequacy of accounting systems, labor timekeeping and cost accumulation, cost representations for forward pricing, billing, and incurred costs. The course also addresses strategies for addressing controllable audit risk/vulnerability factors, and preparing for and handling issues that arise during contract audits. This course is recommended for those individuals who are responsible for contract audit related issues and preparing input or information that is subject to audit review.

Learning Objectives

- DCAA general expectations for government contractors
- Government contracting basics including acquisition regulations content, contract types, and roles and responsibilities of acquisition officials
- DCAA expectations regarding the adequacy of accounting systems, labor timekeeping, and cost accumulation.
- DCAA audit risk assessments and quality of audit evidence
- FAR Part 31 Cost Principles and Cost Accounting Standards
- Truth in Negotiations Act requirements and price proposal audits
- DCAA audits of incurred costs and business systems
- Strategies for audit risk management

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

73. Multiple Award Schedule Contracts

The GSA Multiple Award Schedules program can sometimes be likened to the Yogi Berra quote, “Nobody goes there anymore, it’s too crowded.” While new contract methods may pop up like daisies, the Schedules program remains the government’s largest indefinite delivery/indefinite quantity contracting program – by far. What is required, though, to get a Schedule contract? How do you manage your contract once you have it? More importantly, how do you drive business through this contract? Last, but certainly not least, how do companies comply with Schedule contract requirements? The Public Contracting Institute’s Multiple Award Schedule Contracts workshop will answer all these questions, and more. Find out whether the Schedules program is right for your company. Even if you have looked before, there are new features and flexibilities. Learn traits all successful Schedule contractors share. Have your questions answered by experts in the field.

Learning Objectives

- Learn what is required to obtain a Schedule contract.
- Gain a basic understanding of how to manage your contract.
- Hear “tips of the trade” from successful companies on how they sell through their Schedule contract”
- Understand that there are compliance issues with which every Schedule contractor should be familiar

Length: 1 day

Credits: 5.5 CLE, 6.5 CPE, .6 CEU, 8 CLP

74. NAICS Codes and Navigating SAM.gov

SAM.gov – System of Award Management, is the official U.S Government System offered to the public to help identify contract opportunities and data, find entity information, conduct entity reporting, report wage determinations, and complete your company SAM.gov registration. Due to the changes to SAM.gov’s functionality and registration process over the last few years, contractors may find challenges in navigating SAM.gov. SAM.gov also manages a contractor’s classification under the North American Industry Classification System (NAICS), the system by which contractors self-identify in which industries they participate. Join our experts Marie Salamone and Sammie Warnecki from Capital Edge Consulting as they explain the system of NAICS code, and the different tools and potential pitfalls while using SAM.gov.

SAMs.gov (System for Award Management):

- Overview – What is SAM.gov?
- Contract Opportunities and Contract Data
- Entity Information and Entity Reporting
- Entity Registration
- Federal Hierarchy
- Assistance Listings
- Wage Determinations
- Types of Information Required for Registration
- DUNS to UEI Change
- NEW – Entity Validation Process
- Administrator Transfer Process
- Significance of TIN, UEI, CAGE/NCAGE Information
- NAICS Codes and Small Business Size Determinations
- Reps and Certs
- Common Pitfalls
- Summary of Changes to SAM.gov
- Federal Service Desk Support

Length: 1 day; 11:30am – 1:15pm

Credits: 1.5 CLE, 2.1 CPE, .175 CEU, 2 CLP

75. Negotiation Strategies & Techniques - Contract Administration & Program Management

This course is divided into two parts. The first part is designed to provide students with a thorough understanding of the qualities of an effective negotiator, with examples rooted in the Government contracting process. The second part focuses on the negotiation process itself—the preparation stage, the actual negotiation, and the techniques for ensuring that the deal is closed once, and correctly. The program involves lively class discussion and case studies that underscore the importance of the principles covered in the lecture.

Learning Objectives

- Recognize the traits that make an effective negotiator
- Apply the principles taught in the program to your own negotiations
- Determine effective negotiation practices
- Identify different agenda approaches that can be used to meet your goals
- Recognize and defeat strategies being used against you
- Analyze the human element of a negotiation, often the most important element

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

76. Negotiation Strategies & Techniques - Contract Formation & Business Development

This seminar is divided into two parts. The first part is designed to provide attendees with a thorough understanding of the qualities of an effective negotiator, with examples rooted in the Government contracting process. The second part focuses on the negotiation process itself—the preparation stage, the actual negotiation, and the techniques for ensuring that the deal is closed once, and correctly. The program involves lively class discussion and case studies that underscore the importance of the principles covered in the lecture.

Learning Objectives

- Recognize the traits that make an effective negotiator
- Apply the principles taught in the program to your own negotiations
- Determine effective negotiation practices
- Identify different agenda approaches that can be used to meet your goals
- Recognize and defeat strategies being used against you
- Analyze the human element of a negotiation, often the most important element

Length: 2 days

Credits: 1.4 CEU, 14 CLP, 14 CLE, 16 CPE

77. Negotiating Terms & Conditions

Anyone who has negotiated terms and conditions for a Government subcontract knows that it is a challenging process. The negotiation of terms and conditions is different with every transaction, and requires the negotiator to build a library of knowledge to navigate this complex territory. The first two steps in building this library are to understand what is at stake in each case and to know what your negotiating limits are before beginning the process.

This new PCI program, “Negotiating Terms and Conditions,” will take a critical look at the terms and conditions that one can expect to be negotiated, why they are important, how they are affected by flowdown requirements, and what you can expect the issues to be. There is no perfect clause, and every transaction stands on its own, but this program will enable you to gain the knowledge and confidence you will need to protect your organization.

Covered Clauses:

- Payment
- Acceptance of Supplies or Services
- Limitation of Liability
- Changes
- Force Majeure
- Governing Law
- Key Personnel
- Liquidated Dam
-

Length: 2 days; 90-minutes each

Credit: 3 CLE, 3 CLP, 3.5 CPE, .3 CEU

78. Nuts, Bolts, and Beyond: To Be a Government Contractor

Are you new to the world of government contracting or simply looking to refresh your knowledge? Whether you are seeking to expand your business through government contracts or looking to gain a foundational understanding of GovCon, it is vital to have a basic understanding of the ins and outs of doing business with the government.

Join Cy Alba, the head of PilieroMazza’s Government Contracts Group, for this valuable opportunity to kickstart your journey into government contracting or enhance your existing knowledge.

Learning objectives include:

- types of contracts,
- finding contract opportunities,
- contract management, and
- compliance requirements.

Length: 1 day; 90-minutes

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

79. Organizational Conflicts of Interest

This Organizational Conflicts of Interest (OCI) course will provide an in-depth analysis of both OCI theory and OCI practice. The workshop will first analyze different types of OCI’s, regulatory provisions in the FAR and DFARS, and the obligations of both Government and contractor as defined by the extensive and evolving case law from the GAO and courts. The next part of the workshop will be unique—it will provide practical, hands-on guidance to contractors (and counsel who advise and assist them) so that they can understand and address OCI issues to maximize business opportunities, make wise business choices, and avoid wasting Bid and Proposal resources on lost causes. Similarly, this guidance will be invaluable to Government agency procurement officials who want to understand how they can identify and resolve OCI’s. The workshop will provide examples, case-based discussion scenarios, and take-home materials that contractors can adapt and use.

Learning Objectives

- Recognize the three types of organizational conflicts of interest and why they are important
- Identify requirements imposed by current FAR and DFARS regulations
- Analyze existing case law, with a resource to find more detailed information

- Identify potential organizational conflicts of interest with respect to both existing procurements and potential future procurements
- Identify and mitigate potential organizational conflicts of interest
- Adapt resources to mitigate potential organizational conflicts of interest
- Analyze how related areas of the law affect organizational conflicts of interest

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

80. Other Transaction Authority

Federal contractors and U.S. Government agencies have recently had a renewed interest in using novel forms of agreements to develop new technologies. Other Transaction Authority agreements, in particular, have provided both industry and agency personnel with much needed flexibility to negotiate unique terms that meet the needs of each party. However, the frameworks that apply to Other Transaction Authority agreements are continually evolving and present novel considerations that are not familiar to most contractors and officials. Principles that apply to traditional government contracts cannot readily be extended to these forms of agreements.

In this workshop, our instructors will discuss the frameworks that apply to Other Transaction Authority agreements and differences between these forms of agreements and traditional government contracts. The workshop will focus on novel issues raised by Other Transaction Authority Agreements and key terms to address in negotiations.

Length: 1 day

Credits: 4 CLP, 3.5 CPE, 0.30 CEU, 3.5 CLE

81. Positive Leadership for GovCon Employees

Increase your professional leadership qualities, confidence, and competence. As a government acquisition professional, you are often required to lead through influence which is hard and requires skills that are not taught in conventional leadership development programs. Here's where positive explore the many ways positive leadership strategies can foster positive change and build value for stakeholders and society at large.

Positive leadership is about:

Delivering better value — for all stakeholders

Fostering a great place to work

Becoming your best self

Learn how to inspire others to achieve extraordinary results

Add value beyond your individual contribution

Serve your team to build trust and model ethical leadership

Leverage your key strengths and the strengths of people around you

Length: 1 half-day in-person or 1 day virtually; 3-hour session

Credits: 3 CLP, 3.6 CPE, 0.30 CEU, 3 CLE

82. Preparing Effective Proposals

There is nothing more fundamental, more critically basic, to the success of a Government contractor than preparing proposals. One of the keys to preparing successful proposals is knowing how they are evaluated by the Government. Another is how the source selection process works -- especially in the new acquisition environment of performance-based contracting and oral presentations.

As the detailed Course Curriculum illustrates, this program is a step-by-step analysis of the proposal preparation and source selection processes -- from both the contractor and Government perspectives -- and is designed for executives, marketing personnel, proposal writers, program manager, attorneys, engineers, contract specialists, cost analysts, and all support personnel to a competitive proposal.

Learning Objectives

- Understanding the customer's organization and regulations
- What you must know and do before the RFP is released
- How and when to gather information helpful to your proposal
- How to start writing your proposal before the RFP is issued
- The proposal: Maximizing your score...tips that really work
- Source Selection Evaluation Boards -- how they work, how ratings are assigned
- The role of price in winning; what "best value" really means
- How to turn a weak rating into a strong rating
- Written and oral negotiation strategies
- How final decisions are made and documented

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

83. Preparing the Incurred Cost Proposal

This course is intended to provide an overview of Incurred Cost Proposals, including the purpose, recommended format, requirements, rate structure considerations, allowability and allocability of cost, and current DCAA audit considerations. All sessions include the ability to ask questions regarding specific concerns or challenges participants are experiencing.

Outline & Topics

- *Introduction*
 - Incurred Cost Proposal Overview
 - What is the Purpose and Origin?
 - When is it Required?
 - Understanding the Requirements of Different Contract Types
 - Data Requirements
 - Allowability of Cost
- *Indirect Rate Structure and ICS Overview*
 - Direct vs. Indirect Costs
 - Indirect Cost Pools & Allocation Bases
 - Causal / Beneficial Relationships
 - Intermediate Cost Pools & Service Centers
 - Allocability of Cost
- *ICS Review*
 - Overview of Required and Optional Schedules
 - Examples of Required Schedules
 - DCAA Adequacy Checklist
 - DCAA Hot Topics

Instructor: Marie Salamone, Partner, Capital Edge Consulting

Length: 1 day in-person or 2-days virtual; 3-hours each session

Credits: .6 CEU, 6 CLE, 6 CLP, 7.2 CPE

84. Price Analysis and Cost Analysis Workshop

The US Government relies on contractor pricing proposals and cost representations to establish prices and/or reimburse actual costs. In this regard, the burden is on the buyer to demonstrate that prudent business actions have been taken to determine that the prices paid to suppliers are fair and reasonable in accordance with the Federal Acquisition Regulation (FAR) Subpart 15.4, Contract Pricing. In addition, FAR Part 31, Contract Cost Principles and Procedures, contains cost principles and procedures for the pricing of contracts, subcontracts, and modifications to contracts and subcontracts whenever cost analysis is performed. Consequently, it is also incumbent upon the analyst to ensure that proposed costs are in conformance with FAR Part 31. This course is designed to provide specific guidance in performing and documenting price analysis and cost analysis for goods and services acquired for US Government contracts and subcontracts. Students will benefit from attending either one day or both days depending on the extent to which they utilize/need to understand price analysis and/or cost analysis. Learning Objectives: Upon completion of this course, the participant should know the US Government's requirements for conducting price analysis and cost analysis for US Government contracts & subcontracts, including

- Regulatory requirements and expectations related to price analysis and cost analysis
- How and when to perform and document price analysis and cost analysis
- How and when to perform and incorporate technical analysis
- Documenting the results of price analysis and cost analysis
- Principles of direct and indirect cost identification, accumulation, distribution, and estimation
- Criteria regarding allowability/unallowability of the selected cost elements included in FAR Subpart 31.2

Session 1 & 2: Price Analysis

This training is designed to provide specific guidance in performing and documenting price analysis for commercial and non-commercial goods and services acquired for US Government contracts and subcontracts.

Session 3 & 4: Cost Analysis

This training is designed to provide specific guidance in performing and documenting cost analysis for goods and services acquired for US Government contracts and subcontracts in those situations when Truthful Cost or Pricing Data (formerly known as Truth in Negotiations Act) applies, or when price analysis alone is insufficient to demonstrate the reasonableness of lower-tier suppliers' prices.

Instructor: Jeff Hetrick, Senior Government Contracts Professional

Length: 1 day (180-minute session; 12:00PM – 3:00PM ET)

Credits: 3 CLE, 3 CLP, 3.5 CPE, .3 CEU

85. RFP & SOW Best Practices

A hands-on, interactive workshop on developing effective Statements of Work (SOW) to meet subcontract performance and contracting objectives. The workshop identifies and discusses the critical considerations that influence the planning, development and negotiation of subcontractor SOWs and related subcontract terms. Considerations include topics such as subcontract type options, pricing objectives, delivery/support requirements, performance monitoring/management, recourse, and compliance requirements. Course discusses leading industry practices and practical approaches to meeting subcontracting objectives. Several interactive group exercises are used to illustrate and reinforce key concepts.

Learning Objectives

- Improve participants' abilities to identify and analyze key subcontract planning considerations for successful subcontractor performance and management
- Understand the key contracting and compliance constraints and options available in establishing an appropriate subcontract
- Identify leading industry practices in developing the subcontract SOW content to achieve subcontracting performance and price objectives, manage subcontract performance and manage subcontracting risks
- Discuss the practical application of key concepts through group discussions and case analyses
- Improve the participants' abilities to avoid subcontract surprises and have the tools to address performance issues

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

86. Risk Management

The purpose of this one-day class is to introduce the concept of risk management and present some ways to present risks in the government-contracting environment. Many of the risk management activities companies are currently performing do not provide them with actionable tasks to address performance, cost, and schedule risk.

Agenda

1. Brief Introduction to Risk Management
2. Preliminary Questions to Ponder
3. Concept of Risk
 - a. Likelihood
 - b. Consequence
4. Risk Management
 - a. Planning
 - b. Identification
 - c. Analysis
 - d. Handling
 - e. Monitoring
 - f. Closure
 - g. Risk Tracking
5. Risk Management Techniques
 - a. Risk Identification Matrix
 - b. Probability Impact Picture
6. Contract Type and Risk Management
 - a. Firm Fixed Price
 - b. Cost Reimbursement
7. Summary

Length: 1 day

Credits: .55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

87. Request for Equitable Adjustments/Claims/Terminations

This course focuses on the central role the Changes clause plays in the performance of government contracts. We address the use of the clause in ensuring that the government achieves its goals during contract performance, the use of the clause by contractors to assert requests for equitable adjustment

when the conditions of performance change, the myriad of rules governing the negotiation of equitable adjustments, and the process of modifying the contract to accomplish these goals.

Learning Objectives

- Determine changes within the scope of the contract
- Identify actions of the government that constitute constructive changes
- Identify the rules governing the authority of government officials to make changes
- Determine how equitable adjustments are priced
- Determine how releases of claims are interpreted

Length: 2 days

Credits: 11 CLE, 13 CPE, 11 CLP credits.

88. Securing the Federal Supply Chain: FASCSA Exclusion and Removal Orders

In recent years the Federal government has increased scrutiny of government suppliers, with emphasis on securing the Federal supply chain and limiting the Government's reliance on products, services, and components from foreign adversaries. The primary focus of such scrutiny undoubtedly has been the information and communications technology industries, which are essential to the operations of Government information systems. To strengthen coordination and information sharing among executive agencies relating to vulnerabilities created by use of foreign suppliers, the Federal Acquisition Supply Chain Security Act of 2018 (FASCSA) established the Federal Acquisition Security Council (FASC) and tasked the Council with recommending the removal or exclusion of certain articles and suppliers from Government information systems – recommendations that take immediate regulatory effect thanks to the FAR Council's October 2023 Interim Rule establishing several new mandatory FAR clauses.

Join Sheppard Mullin attorneys Ariel Debin and Lily Damalouji in this 90-minute session where we walk through the Federal Acquisition Supply Chain Security Act of 2018, the roles, and responsibilities of the FASC in issuing exclusion and removal orders, and, ultimately, how we anticipate the Interim FAR Rule will impact Government contractors. We will cover key concepts and definitions, walk through the anticipated compliance requirements, and use our experience from other regulatory supply chain and sourcing restrictions to consider outstanding questions and compliance best practices as we wait for the FASC to issue its first recommendations.

Instructor: Ariel Debin & Lily Damalouji, Sheppard Mullin

Length: 1 day; 90-minutes

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

Add to calendar

89. Subcontract Management

Each year, the Government spends hundreds of billions of dollars on prime contracts. Much of that money, of course, is spent by prime contractors on subcontracting arrangements. In this interactive tutorial, veteran Government contracts attorneys Franklin Turner and Alexander Major will provide

companies with critical guidance related to negotiating, performing, and managing subcontracts of all types and sizes. The course includes a comprehensive discussion of federal regulatory requirements that relate to the subcontracting process, useful subcontracting policies and procedures, common legal issues, key subcontract management and negotiation techniques, and hourly question-and-answer sessions to ensure that all attendees understand and are conversant with the topics discussed.

Length: 2 days

Credits: 16 CLP, 13.5 CPE, 1.13 CEU, 11 CLE

90. Subcontract Statement of Work Development Best Practices Workshop

A hands-on, interactive workshop on developing effective Statements of Work (SOW) to meet subcontract performance and contracting objectives. The workshop identifies and discusses the critical considerations that influence the planning, development and negotiation of subcontractor SOWs and related subcontract terms. Considerations include topics such as subcontract type options, pricing objectives, delivery/support requirements, performance monitoring/management, recourse, and compliance requirements. The course discusses leading industry practices and practical approaches to meeting subcontracting objectives. Several interactive group exercises are used to illustrate and reinforce key concepts.

Learning Objectives

- Improve participant's abilities to identify and analyze key subcontract planning considerations for successful subcontractor performance and management.
- Understand the key contracting and compliance constraints and options available in establishing an appropriate subcontract.
- Identify leading industry practices in developing the subcontract SOW content to achieve subcontracting performance and price objectives, manage subcontractor performance and manage subcontract risks.
- Discuss the practical application of key concepts through group discussions and case analyses.
- Improve the participant's abilities to avoid subcontract surprises and have the tools to address performance issues.

Length: 1 day

Credits: .55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

91. Supply Chain Management and Compliance

The Supply Chain Management and Compliance course is an intensive 1.5-day overview and interactive dialogue on the supply chain management risks and compliance issues that face government contractors. A government contractor must understand and effectively address a broad range of issues including laws, regulations, initiatives, and several new developments that cover issues from cyber threats to counterfeit parts. In addition, a supply chains may be globally dispersed, which raises additional issues. Whether you are new to supply chain management or have experience, this course will provide an understanding of supply chain risks and compliance requirements, including emerging issues, and provide a strong foundation on which to build greater subject-matter expertise. This course is designed to be of benefit and interest to both government and contractor personnel, including supply chain managers, purchasing personnel, contracting officers, contract and subcontract administrators, program managers, and attorneys (in-house, outside counsel, government).

Learning Objectives

Participants will gain a strong understanding of the key topical aspects of supply chain management in the regulated government contracting marketplace. Specific topics include:

- Supply Chain Management Today – How it Evolved from Yesterday’s “Purchasing Department” and is a Compliance Function
- Specific Government Contractor Supply Chain Issues
- Subcontractor Source Selection Issues Including Responsibility & Past Performance
- Teaming & Collaborative Arrangements and Their Role in the Supply Chain
- The Role of Company Standard Policies, Procedures & Standard Forms & Agreements
- Addressing Requirements for Supplier Business Ethics & Conduct
- Counterfeit Parts and Why This Issue is Getting Attention
- Cybersecurity Concerns – A Key Government Concern and a Potential Back Door into Your Company
- Intellectual Property Issues
- Supply Chains & Socioeconomic Goals
- Specific Issues with Global Supply Chains
- Supply Chain Management is a Moving Target – Further Regulation of the Supply Chain

Length: 1.5 days

Credits: .825 CEU, 12 CLP, 8.25 CLE, 9.5 CPE

92. Supply Chain Trifecta: CPSR, Price Analysis, and Subcontract Management

PCI is pleased to present this 4-day series of courses designed specifically to cover the contractor business systems with compliance criteria that are primarily under the execution responsibility of supply chain professionals.

Each class may be taken on its own or you can sign up for the entire week to save over 35%.

Monday and Tuesday: Contractor Purchasing Systems Reviews

Wednesday: Price Analysis

Thursday: Subcontract Management

While each course is designed to stand alone, our instructors recognize and address the interconnectivity and relationships of compliance criteria among these three systems as well as between the accounting, estimating, and earned value management business systems. Students will benefit from attending any one, or all of these courses, depending on the extent to which they utilize/need to understand the body of knowledge.

Length: 4 days

Credits: 2.20 CEU, 32 CLP, 22 CLE, 26.5 CPE

93. Teaming Agreements: Drafting and Negotiating

This intensive course provides an overview of teaming agreements, discusses how they differ from typical subcontractor relationships and identifies both legal and policy considerations that underlie the formation and operation of teaming agreements. The course also gives tips on drafting a successful teaming agreement by discussing provisions relating to scope, terminations, defaults, dispute resolution, and protections for proprietary information. This course is designed to arm you with the necessary information to negotiate and draft a custom teaming agreement that advances your ultimate business objectives.

Learning Objectives

- Identify the key regulatory and policy requirements that teaming agreements must satisfy to be recognized by the U.S. Government
- Recognize the rights of the U.S. Government with regard to your teaming agreement, and to craft your teaming agreement accordingly
- Identify the importance of protecting proprietary and confidential data as part of the teaming relationship

- Analyze how you can take full advantage of your business leverage in tailoring your teaming relationships
- Enable you to draft your teaming agreement to achieve your specific business goals

Length: 1 day

Credits: .55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

94. Tech Data for Subcontractors and Researchers

This course will begin by building a foundation with technical data rights under both the FAR and DFARS regulations for civilian and defense contractors and subcontractors. Next, the course will discuss the mandatory and optional flow-down clauses that apply to subcontractors working under prime and higher-tier subcontractors. It will discuss strategies for negotiating both ownership and use rights in subcontracts under both the FAR and DFARS. Finally, the course will shift focus to the Bayh-Dole Act and the implications for researchers from universities, non-profit institutions, and small businesses who are using federal research funds to conduct their research.

Instructor: Erin Davis, TAFT

Length: 1 day; 75-minutes

Credits: 1 CLE, 1 CLP, 1.5 CPE, .125 CEU

95. Timekeeping & Labor Regulations

This course will provide the participant with the foundational requirements associated with labor cost and complying with the myriad of rules, regulations, and guidance. Timekeeping is a fundamental element of cost accounting and is significant in supporting billings and cost estimates that are subject to FAR and CAS requirements. This course will guide you through the applicable regulations and discuss best practices for labor recording, reporting and compliance. The instructor will guide the participant through relevant elements expected in policies and procedures, labor law compliance programs and of course – audits.

Learning Objectives

- Provide a comprehensive review of elements impacting cost allowability and audit requirements for employee labor costs
- Examine labor related audit risks and Federal auditor findings impacting contractors today
- Discuss Public Laws impacting labor and implementing the rules and regulations that affect timekeeping practices, labor management and accounting processes
- Review concept of total-time-accounting and review practices accepted by federal auditors
- Provide overview of best practices from employee orientation and training to compliance and internal control programs and self-assessments through internal floor checks and other independent reviews
- Provide an overview of various processes related to oversight and potential non-compliance issues and a discussion of risks and penalties involved

Length: 1 day

Credits: .7 CEU, 7 CLP, 7 CLE, 8 CPE

96. The Trifecta: Price Analysis, Cost Analysis, and Cost Realism

The US Government relies on contractor pricing proposals and cost representations to establish prices and/or reimburse actual costs. In this regard, the burden is on the contractor to demonstrate that prudent business actions have been taken to determine that the prices paid to lower tier suppliers are fair and reasonable. In addition, the Government contracting officer has a responsibility to assure that the Government pays a fair and reasonable price for the goods and services it acquires. This course is designed to provide specific guidance in performing and documenting price analysis and cost analysis

for goods and services acquired for US Government contracts and subcontracts. Students will benefit from attending either one day, two days, or all three days of this course, depending on the extent to which they utilize/need to understand price analysis and/or cost analysis.

Learning Objectives

Upon completion of this course, the participant should know the US Government's requirements for conducting price analysis and cost analysis for US Government contracts & subcontracts, including

- Regulatory requirements and expectations related to price analysis and cost analysis
- How and when to perform and document price analysis and cost analysis
- How and when to perform and incorporate technical analysis
- The regulatory requirements and expectations related to estimating systems
- Documenting the results of price analysis and cost analysis
- Conducting negotiations using cost analysis

Day 1: Price Analysis

The US Government relies on contractor cost representations to establish prices and/or reimburse actual costs. In this regard, the burden is on the contractor to demonstrate that prudent business actions have been taken to determine that the prices paid to lower tier suppliers are fair and reasonable. This course is designed to provide specific guidance in performing and documenting price analysis for goods and services acquired for US Government contracts and subcontracts.

Day 2: Cost Analysis

This course is designed to provide specific guidance in performing and documenting cost analysis for goods and services acquired for US Government contracts and subcontracts in those situations when the Truth in Negotiations Act applies, or when price analysis alone is insufficient to demonstrate the reasonableness of lower-tier suppliers' prices. It also includes a focus on the regulatory requirements and expectations for contractor estimating systems.

Day 3: Contract Negotiations

Perform a simulated contract award through the application of cost analysis. Participate in a simulated negotiation using cost analysis. For the cost analysis case, participants are given a set of raw data and split into negotiation teams in order to perform a cost analysis, and the teams then use the results of their cost analysis to conduct a simulated negotiation. The day concludes with a comprehensive review of price and cost analysis, using a question-and-answer game style format that maximizes student interaction.

Length: 3 days

Credits: 0.55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

97. Trending Developments in Government Contract Compliance and Cybersecurity

This 1.5-day course examines the intersection of cybersecurity compliance and regulations and federal government contracting.

Topics

- Pertinent cybersecurity definitions
- Threat management
- Breach response
- Cybersecurity costs
- Hacker motivations
- FAR and DFARS requirements pertaining to information systems
- The NIST framework

- Agency-wide efforts to regulate cybersecurity
- Cloud computing requirements
- Liability for data breaches

Length: 1.5 days

Credits: 12 CLP, 9.5 CPE, 0.83 CEU, 8.5 CLE

98. Types of Contracts

A one-day in-depth analysis of the new focus and guidelines on the selection, use, and management of contracts by type. Implications on costs, accounting systems, management, and administration of this new emphasis on all contract vehicles will be examined

There is a new emphasis on Contract Types in Government Contracting. In acquisition planning, Government agencies have been directed to move away from Cost Type Contracts to Firm Fixed-Price Contracts. This emphasis on Fixed-Price Contracts is designed to control costs but it will limit flexibility in certain types of procurements. For Agencies, this course will examine the benefits and risks inherent in all types of contracts. For contractors, this course will explain the accounting and cost implications—especially as they relate to accounting systems in the use of all types of contracts.

Contract administration has become a new focal point in the use of contract types. Recent guidance to procurement officials outlines this new emphasis from Acquisition Planning through Contract Closeout. Managing risk and controlling costs throughout the life cycle of a procurement will be accomplished through greater oversight and vigilance in administration. An in-depth understanding of Contract Types is critical in this new climate of budgetary and expenditures control.

Learning Objectives

- Demonstrate why it is important to select the most appropriate type of contract and how to do so
- Identify and list the differences between fixed-price and cost contracts
- Demonstrate how incentive contracts work
- Distinguish between how level of effort and indefinite delivery contracts work
- Apply the basic accounting rules that govern government contracting
- Explain what commercial items contracting and performance-based contracting involve
- Demonstrate ways to effectively and efficiently manage different types of contracts
- Calculate the cost implications of specific types of contracts
- Allocate the costs to contracts as prescribed by the regulations

Length: 1 day

Credits: 0.55 CEU, 8 CLP, 5.5 CLE, 6.5 CPE

99. What You Need to Know about GSA Multiple Award Schedules (MAS)

The GSA Multiple Award Schedule program is the government's largest Indefinite Delivery/Indefinite Quantity contract with nearly \$50 billion in sales per year. Perhaps because companies can submit a Schedule offer at any time, unlike other IDIQ's, some may be left with the impression that the Schedules program never changes. Nothing could be further from the truth! Economic Price Adjustments, Transactional Data Reporting, and a new way to post contract items on GSA Advantage! are just some Schedule features that continue to evolve. If you have not checked in with the Schedules program lately, you are missing out! Get the latest info on GSA Schedule management and how to use a Schedule contract as an important business tool.

Length: 1 day; 90-minutes

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

100. Why Government Contractors Need to Definitely Know About Indefinite Quantity Contracts

Cannot tell an IDIQ from a GWAC and thought MAC went only with cheese? Unlock the secrets to federal Indefinite Delivery Indefinite Quantity (IDIQ) contracts, a multi-billion-dollar federal government buying method. Learn how federal agencies use IDIQ contracts, tips from successful IDIQ contractors, and more. This class will cover both how to acquire IDIQ contracts AND sell through them. We will even cover the latest developments in this vital government acquisition segment so that your company can make the best business decisions on whether and how you can leverage these contracts to grow your business! Instructor Larry Allen has worked with federal IDIQ contracts for over 30 years and created the IDIQ course at George Washington University.

Instructor: Larry Allen, Allen Federal Business Partners

Length: 1 day; 90-minutes

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

III. Virtual Class Series and Shorter Programs

9. List of Webinars and Virtual Classes

Webinars

Business Systems
Case of the Month Club
Construction – ABCs of Performance and Payment Bonds
CPSR Webinar
Combatting Trafficking Compliance
Compliance Program Bundle
Country of Origin and Buy America Series
Cracking Open CMMC
Cybersecurity Series
Cybersecurity: What Government Contractors Need to Know
DCAA Audits Insight
Deciphering Government Contracts Series - 10 Basic Rules
Demystifying Intellectual Property in Government Contracting Series
Effective Proposal Evaluations Series
Everything You Need to Know About Bid, Size, and Status Protests Series
Financial Forum Series
GovCon Express
GovCon 101 Series
Intellectual Property Webinar Series
Office Hours Series
Real World OTAs
Subcontract Management from A-to-Z
Supply Chain Symposium
Trending Cost & Pricing Issues

Virtual Classes

2 CFR 200: What You Need to Know in 2016
Acquisition of Federal Information Technology
Acquisition Planning Strategic Sourcing
Approach to Performing Subcontractor Price Analysis
ARRTful Acquisition: Master the ARRT of Requirements Development
Becoming a Prime Contractor
Best Practices for Managing Subcontractor Flowdowns
The Big Picture: A Strategic Analysis of Federal Procurement Trends Virtual Class
Commercial Item Determination Virtual Class
Compliance for FAR 52.223-1: Biobased Certification
Contracting 101 Virtual Class
Contract Closeout Virtual Class
Cost Principles – Travel Regulations
CPSR Current Trends
CPSR Virtual Class
Crafting Communication Clarity: Masters Business Writing for Influence and Compliance

Crafting GovCon Communication Clarity
Detection and Avoidance of Counterfeit Electronics Parts: An Expert's Perspective Virtual Class
Dive into Travel Costs
DOJ Cyber Fraud Initiative Program
Essentials of Government Contracts Administration
Finding Opportunities on [SAM.gov](https://sam.gov)
Fun with the DFARS
Fun with the FAR
Fundamentals of Government Contracting Virtual Class
Government Contract Administration
Government Contracting Update Series
How to Define Clear SOW/PWS Requirements to Improve Your Service Contracts Virtual Class
HR/Labor Compliance in Government Contracting Series
Incurred Cost Submission Deep Dive
Labor Regulations Compliance
May the Clause be With You
Meet the MASTers
Navigating [SAM.gov](https://sam.gov)
Negotiations via Email
Organizational & Personal Conflicts of Interest
Preparing for a Small Business Review
Professor's Forum
Software Bill of Materials
Subcontracting Virtual Class
Successful Proposals: From Preparation to Award
Timekeeping Requirements
Types of Government Contracts Basics
Understanding IDIQs: Alliant 2 and Alliant 2 Small Business Basics Virtual Class
Understanding IDIQs: How the New Scorecard Methodology is Revolutionizing IDIQs Virtual Class

10. Webinars and Virtual Classes

101. Business Systems

McKenna Long & Aldridge attorneys will present this all-new business systems series addressing the expanding requirements of the business systems rules. This series, valuable to both DOD and DOE contractors alike, will provide important guidance for any contractor seeking to improve its internal business system compliance and prepare for system self-assessments, and will help contractors prepare for and respond to government system reviews. This series will address the six covered business systems (including the systems covered by the DOE rule), and will feature guest speakers discussing practical insights and lessons learned from business system reviews. With your subscription, you will receive the Second Edition of the *Government Contractor Business Systems Compliance Guide*, produced by attorneys from McKenna Long & Aldridge. A schedule of sessions is below:

Topics & Dates

- January 26 - Business system administration and recent developments
- February 23 - Accounting Systems
- March 22 - Estimating Systems
- April 26 - Purchasing Systems (including counterfeit parts)
- May 24 - Property/EVMS/MMAS

Length: 5 days – (60-minute sessions each; 12:00PM – 1:00PM)

Credits: .625 CEU (.125 per session), 5 CLP (1 per session), 6.25 CLE (1.25 per session), 7.5 CPE (1.5 per session)

102. Case of the Month Club

A program in which our expert instructors will take a deep dive into recent decisions involving issues that affect all of us on a regular basis. This class, meant for contracting professionals, will focus on different cases, going beyond the mere holding into the history, tactics, and significance of the case as a whole. Whether the cases are bid protests or contract claims, our instructors, all of whom are experienced professionals, will discuss the facts of the cases at hand, the reasons why the cases are important, the strategies that were used, and the lessons that can be learned from them. To maximize your experience, we will send you copies of the cases in advance so that you are primed for the discussion when our program begins

Topics

Because the Case of the Month Club will look at recent cases based on their importance to Government Contracting, we will set the class's Topic several weeks prior to the program. This will help keep the program fresh.

Length: 60-minute sessions each; 2:00PM – 3:00 PM)

Credits: 0.1 CEU, 1.0, CLP, 1.0 CLE, 1.0 CLP

103. Construction – ABCs of Performance and Payment Bonds

This two-part series of webinars, ‘The ABCs of Performance Bonds’ and ‘The ABCs of Payment Bonds,’ will provide a primer on the “ins and outs” of making performance and payment bond claims. Primarily, the course will focus on federal construction projects but also noting some similarities and differences as to other types of public and private projects.

With regards to performance bonds, the course will cover the scope and coverage those bonds provide, the format of the bonds, the FAR(s) clauses that govern, and the various approaches and options that bonding companies follow when responding to the government’s performance bond demands. The role of the defaulted contractor will also be discussed. Performance bonds issued on behalf of subcontractors, where the prime contractor is the beneficiary of the bond as opposed to the government, will be covered.

As to payment bonds, the course will cover much of the same matters as it did on performance bonds: scope and coverage of the payment bond, format of the bonds, who can make a claim on a payment bond, the notice requirements, the statute of limitations and venue requirements, and the role of the defaulted contractor. Payment bonds issued on behalf of subcontractors will be discussed.

Learning Objectives

- Establish a fundamental understanding of construction surety bonds
- Learn the difference between surety and insurance
- Learn the different types of construction bonds, focusing on performance and payment bonds
- Understand the basics of surety underwriting—who gets bonds and why
- Learn "best practices" for all of the players during the claims process, that is, owner, contractor, subcontractor, and supplier
- Learn about the different options that sureties employ when responding to performance bond claims

- Acquire an understanding of the surety industry's basic defenses to performance and payment bond claims
- Get a short overview of the surety's unique rights, such as indemnity, reimbursement, and subrogation
- Learn some of the resources available to further understand the surety's role in the construction industry

Length: 90-minute session, 12:00pm – 1:30 PM

Credits: 3 CLE, .4 CEU, 3 CPE, 4 CLP

104. CPSR Webinar

Historically, ninety eight percent (98%) of firms will not be successful during their initial CPSR. Failing to obtain an approved purchasing system will impact the way a contractor operates its business, bid new contracts and subcontracts, and manages its cashflow. This webinar will provide an overview of the CPSR process and will focus on how to begin to prepare for your CPSR today. It will discuss current trends from observed during several CPSR's to include an overview of key elements of concern that auditors look for during a CPSR.

Learning Objectives

- Attendees will become familiar with the requirements for a CPSR
- Attendees will learn how firms are selected for CPSR's
- Attendees will be exposed to the most recent CPSR trends and will be informed on how to address them
- Attendees will learn how to pro-actively prepare for their CPSR

Length: 1 day

Credits: 0.15 CEU, 2 CLP, 1.5 CLE, 1.5 CPE

105. Compliance Program Bundle

In this series, our guest speaker, Todd, a former enforcement official within the Air Force, discusses important ethics and compliance requirements for government contractors.

Learning Objectives:

1. Ethics & Compliance Requirements for Government Contractors
2. Consequences of Non-Compliance
3. Avoiding the Risk of Debarment
4. Understanding Major Ethics & Compliance Risk Areas
5. Spotlight of Enforcement Cases
6. Best Practices in Ethics & Compliance

Sessions:

- Ethics & Compliance Risks Associated with Business Capture for Government Contractors
- Procurement Integrity, Unfair Competitive Advantages, and OCIs: The Intersection of Ethics, Compliance, and Business Capture
- Civil FCA, Criminal, & Debarment Enforcement, Oh My: A Look at the Current Enforcement Environment Facing Government Contractor
- Save \$\$\$ & Invest in Your Ethics & Compliance Program: A Look at the Best Practices in Ethics & Compliance
- Panoply Ethics Navigating the Panoply of Complex Ethics & Compliance Risks Facing Federal Government Contractors

Instructor: Todd Canini, Baker Hostetler

106. Ethics & Compliance Risks Associated with Business Capture for Government Contractors

In this informative session, Todd will identify the major risks all government contractors should be familiar with and then walk the audience through some illustrative hypothetical examples of how these risks can turn into crises for the business and individuals involved. Attendees will leave the session with a clear sense of the risk areas and how to better pursue business capture.

Length: 1 day (60-minutes)

Credits: 1 CLE, 1 CLP, 1.2 CPE, .1 CEU

107. Procurement Integrity, Unfair Competitive Advantages, and OCIs: The Intersection of Ethics, Compliance, and Business Capture

In this informative session, Todd will discuss the complex issues associated with business capture in today's enforcement and protest rich environment, including procurement integrity, post-government employment, receipt of and use of non-public government information, and of course OCIs. They discuss the rules governing such issues, mitigating strategies, and then walk the audience through hypothetical scenarios. Attendees will walk away with a deeper appreciation of the aggressive enforcement and protest environment facing contractors and be in a better position to reflect on areas of vulnerability within their organizations.

Length: 1 day (90-minutes)

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

108. Civil FCA, Criminal, & Debarment Enforcement, Oh My: A Look at the Current Enforcement Environment Facing Government Contractor

In this informative session, Todd will discuss the current enforcement environment facing government contractors, including civil, criminal and debarment and examine resolutions in each of these areas. Attendees will walk away with a deeper appreciation the aggressive enforcement environment facing contractors and be in a better position to reflect on areas of vulnerability within their organizations.

Length: 1 day (90-minutes)

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

109. Save \$\$\$ & Invest in Your Ethics & Compliance Program: A Look at the Best Practices in Ethics & Compliance

In this informative session, Todd will use resolutions in the civil, criminal, and debarment context to highlight the importance on conducting internal self-assessments of your organization's ethics and compliance program and building a best practices program, which will mitigate the risk of non-compliance events and preserve the organization's limited resources.

Length: 1 day (90-minutes)

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

110. Panoply Ethics Navigating the Panoply of Complex Ethics & Compliance Risks Facing Federal Government Contractors

The government contracts landscape includes a set of ethics and compliance requirements that are unintuitive to commercial businesses. Things that are considered standard in the commercial space are often strictly prohibited to government contractors. At the same time, actions that are not explicitly prohibited, can often create tricky situations for government employees, and should be avoided. Join Todd as he quickly summarizes the ethics landscape in government contracting.

Length: 1 day (90-minutes)

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

111. Country of Origin Series

Doing business with the government – not just the U.S. Government, but also state and local governments – requires companies to operate in a highly regulated arena. In recent years, the government has placed significant emphasis on contractor supply chains, including through the imposition of ever-growing and evolving domestic preferences and country of origin requirements. Commonly referred to as “Buy America” requirements, there is no single statute or regulation governing country of origin requirements, with specific requirements changing based on a variety of factors – including contract size, type of materials purchased, the purchasing entity, and even the nature of the procurement itself. To make matters even more complicated, in certain instances “Buy America” requirements yield to international agreements, placing the U.S. free trade partners on equal footing with U.S.-based companies.

How can you know what is and what is not acceptable under your contract? How can you ensure that you are not falsely certifying compliance with a country of origin requirement that you do not understand? Join David Gallacher (Kutak Rock LLP) and Ariel Debin (Sheppard Mullin LLP) as we explore these questions in this comprehensive 9-part series navigating the complicated “Buy America” maze and exploring in depth the most common country of origin requirements under government contracts.

Throughout this series, attendees will learn about:

- The various “Buy America” and “Buy American” regimes, including recent updates over the last year;
- Country of origin tests adopted by U.S. Federal agencies, including the requirement to “manufacture” or “substantially transform” a manufactured product in a specific country;
- Requirements unique to federally-funded Infrastructure and grant programs, including transportation and broadband projects, and new requirements imposed by the Build America, Buy America (BABA) Act;
- Special rules uniquely applicable to Defense Programs, like the Berry Amendment and Specialty Metals restrictions;
- Exceptions and waivers that may be available for non-conforming products;
- The differences between a “Buy American” certification and a “Made in the U.S.A.” label on product packaging;
- How sanctions and other prohibited sources rules can affect your country of origin compliance; and
- Compliance best practices for government contractors, including tips to lower the risks of False Claims Act violations and other false certifications, exploring real-world examples.

J. Session 1: Buy American Act

Since 2016, both the Biden and the Trump administration have placed a renewed focus on “Buy America” priorities and other domestic preferences, drastically changing the way government agencies procure supplies and construction materials. The Buy American Act (BAA) – the most common of these country of origin requirements for government contractors – generally requires the U.S. government to purchase domestic-origin supplies and construction materials unless an exception applies or waivers are granted. But determining whether a product qualifies under the BAA, or whether a waiver is available, poses complex factual and legal questions. In Part 1 of this 9-part series, we will discuss the Buy American Act, the implementing regulations at FAR Subpart 25.1 and 25.2, and recent changes to the regulations.

In this session, we will cover:

- The fundamentals of Buy American Act compliance;
- What it means to “manufacture” a product under the Buy American Act;
- How the Buy American Act interacts with other country of origin requirements;

- Impacts of recent changes to the Buy American Act implementing regulations;
- Common pitfalls with Buy American Act compliance, and best practices to mitigate potential false certifications.

K. Session 2: Trade Agreements Act

The United States has entered into numerous free trade agreements (FTAs) with countries around the world, broadly promising allied countries that the U.S. will not discriminate against products and services from such foreign countries in U.S. government procurements. This means that, in many circumstances, products and services from foreign countries must be afforded similar kinds of preferences, notwithstanding other “Buy America” priorities under the Buy American Act. In Part 2 of this 9-part series, we discuss the Trade Agreements Act (TAA), the implementing regulations at FAR Subpart 25.4, and other developments relating to U.S. trade policy.

In this session, we will cover:

- The fundamentals of Trade Agreements Act compliance;
- How to distinguish between Buy American Act and Trade Agreements Act requirements;
- What it means to “substantially transform” a product or software in an approved country;
- Common pitfalls with Trade Agreements Act compliance, and best practices to mitigate potential false certifications.

L. Session 3: Buy America Requirements under Federally-Funded Transportation Contracts and Programs

The U.S. Department of Transportation has promulgated unique “Buy America” requirements (different from the Buy American Act) applicable to the various federal transportation agencies, including the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), the Federal Railroad Administration (FRA High Speed Rail Program), National Railroad Passenger Corporation (Amtrak), and the Federal Aviation Administration (FAA). Though similar to the previously discussed “Buy American” requirements, these transportation “Buy America” requirements differ, as does the process for obtaining waivers. In Part 3 of this 9-part series, we will discuss “Buy America” regulations under Federally-Funded Transportation Contracts and Programs.

In this session, we will cover:

- How to distinguish between Buy “American” and “Buy America” (no ‘n’) requirements;
- Exceptions and waivers available under the various Buy America acts;
- Updates to “Buy America” requirements under the Build America, Buy America Act;
- Compliance best practices, including vendor certifications to support a prime contractor’s representations to the government.

M. Session 4: Build America, Buy America (BABA) and Other Federal Grant Programs

Companies who do business with the federal, state, and local governments outside of traditional government contracting are not exempt from country of origin requirements, especially when federal funds are involved in local infrastructure projects. Federal grant programs administered through state and local governments are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), as well as agency-specific rules, regulations, and standard terms and conditions. This is in addition to any terms and conditions further imposed on grant recipients by state and local governments. To complicate things further, recipients now also are subject to new government-wide “Buy America” requirements implemented in the 2021 Infrastructure Investment and Jobs Act, the Build America, Buy America (BABA) Act. In Part 4 of this 9-part series, we discuss country of origin requirements under federal grant programs, with a particular emphasis on BABA, recently published guidance implementing BABA requirements, and how agencies have prepared for compliance with Congress’ mandate.

In this session, we will cover:

- Build America, Buy America (BABA) requirements under the 2021 Infrastructure Act;
- How to distinguish between “iron and steel” products, “construction materials,” and other “manufactured products” under BABA;

- Overview of domestic preference requirements under 2 C.F.R. Parts 184 and 200;
- Compliance tips and suggestions when performing under state or local contracts that incorporate federal country of origin requirements.

N. Session 5: Customs and “Made in the U.S.A.” Labeling

The Federal Trade Commission (FTC) is responsible for preventing deceptive and unfair advertising in the U.S. marketplace, and is granted authority to bring enforcement actions against false or misleading claims of a product’s U.S. origin. In other words, there is no legal requirement that a product be labeled as “Made in the U.S.A.” Rather, companies generally are prohibited from making such claims *unless* they meet the standards set forth by the FTC. These rules are similar to those covering the labeling of product imported in to the U.S., but they are not identical. And, perhaps most importantly, just because a product satisfies a “Buy America” requirement, it does not mean that manufacturers can label a product as “Made in the U.S.A.” In Part 5 of this 9-part series, we discuss the FTC’s “Made in the U.S.A.” labeling requirements and other country of origin determinations made by U.S. Customs.

In this session, we will cover:

- FTC regulatory requirements relating to product labeling;
- Differences between FTC advertising requirements and other “Buy America” certification requirements;
- Best practices when labeling products imported to or exported from the U.S.

O. Session 6: DOD: The Berry Amendment

The Berry Amendment originally was passed by Congress in 1941 to promote the purchase of U.S.-origin foods and textiles by the Department of Defense (DOD). But since World War II, the Berry Amendment has continued to morph and grow, covering more and more specialty products purchased by the DOD. Today, DOD generally is prohibited from procuring certain goods unless they have been “grown, reprocessed, reused, or produced in the United States.” Covered goods include food, clothing, textiles and fabrics, and hand or measuring tools. In Part 6 of this 9-part Series, we discuss the Berry Amendment, including best practices for identifying products that fall among the Berry Amendment’s expansive coverage.

In this session, we will cover:

- The scope of the Berry Amendment, including the various categories of covered products;
- Exceptions that may be available to deliver not only foreign-made products, but also domestically manufactured products that contain some measure of foreign content;
- Best practices for identifying Berry Amendment-covered products.

P. Session 7: DOD: Specialty Metals

Initially part of the Berry Amendment, in 2007 Congress separately required the Department of Defense (DOD) to procure certain defense articles produced using specialty metals (including high-end steel and titanium) domestically. Accordingly, specialty metals procured by DOD (whether as an end-item or as a component in other products) generally must be melted in the U.S. or a qualifying country with which the DOD has a cooperative defense agreement. In Part 7 of this 9-part series, we discuss the regulations governing DODs acquisition of Specialty Metals and products containing Specialty Metals.

In this session, we will cover:

- The scope of the Specialty Metals restrictions, including those types of programs to which the restrictions do not apply;
- Exceptions and waivers that might be available, allowing foreign-made content to be delivered, including “specialty metals” from certain qualifying countries;
- Best practices in managing compliance in your supply chain.

Q. Session 8: “Buy America” Round-Up: Additional Country of Origin Requirements

Though we have covered quite a lot over 7 sessions, there still are many more “Buy America” and country of origin requirements mandated by Congress. In addition to those major preference regimes discussed previously, these other domestic content restrictions generally aim to fill in the gaps missed by

the Buy American Act's coverage. In Part 8 of this 9-part series, we walk through other preference requirements scattered throughout the U.S. Code. We also discuss preference requirements at the state and local levels, certain tax preferences for domestic content in the energy industry, and any other requirements you are interested in learning about.

In this session, we will cover:

- Miscellaneous country of origin requirements, including many applicable to specific products purchased by the Department of Defense and textiles purchased by the Department of Homeland Security;
- Exceptions and waivers to the statutory requirements.

R. Session 9: Sanctions and other Prohibited Sources

We have spent the last 8 sessions discussing when certain products or services receive preferential treatment based on their country of origin. In the last of our 9-part series, we flip the script, focusing on products and services that generally are *banned* from acquisitions and programs utilizing federal, and even state, funds. We focus on the U.S. sanctions program administered by the U.S. Treasury's Office of Foreign Assets Control, and we dive deeper in to key acquisition prohibitions, such as the 2018 ban on certain covered telecommunications equipment produced by Huawei and other Chinese-owned entities, and the new requirements on complying with Federal Acquisition Supply Chain Security Act ("FASCSA") exclusion and removal orders.

In this session, we will cover:

- Government sanctions programs, including prohibited sources;
- Updates on the Section 889 prohibition of purchasing and using certain Chinese-made telecommunications equipment;
- FASCSA exclusion and removal orders; and
- Implications of U.S. laws that sanction Chinese entities using forced labor.

112. Cracking Open the CMMC

The CMMC is a multi-faceted program based on a standard upon which contractors are evaluated and assigned a certification, levels 1 – 5. Future DoD contracts, RFIs beginning in May 2020 and RFPs beginning in Sep 2020, will identify the rating a contractor must have to be eligible to receive award of the contract. The model includes:

- FAR 52.204-21
- NIST SP 800-171, <https://csrc.nist.gov/publications/detail/sp/800-171/rev-1/final>
- DFARS 252.204-7012
- CMMC Accreditation Board (AB), <https://www.cmmcab.org/>

Certifications will be awarded to companies by private sector organizations, certified third-party assessment organizations (C3PAOs), applying the CMMC model to the company's information technology "hygiene." The C3PAOs in turn will be accredited by a private sector non-profit organization, the CMMC Accreditation Board (AB), <https://www.cmmcab.org/>. **CMMC Training Guides to Emerge in March** <https://www.afcea.org/content/cmmc-training-guides-emerge-march>

Topics

- Cracking Open an RFP
- Cracking Open the FAR
- Cracking Open Professor Nash's Formation of Government Contracts (2011)
- Cracking Open the CMMC
- Cracking Open Professor Nash's Administration of Government Contracts (2006)
- Cracking Open the DFARS
- Cracking Open the Guidebook for Performance Based Services
- Cracking Open the DoD's Other Transactions Guide

- Cracking Open the DoD Commercial Items Guide
- Cracking Open the ITAR

Length: 60-minute sessions each; 2:00PM – 3:15PM

Credits: 1 CLP credit, 11 credits for the full 11-episode series;

1.5 CPE credits may be earned for this course, 16.5 credits for the full 11-episode series

.13 CEU credits may be earned for this course, 1.43 credits for the full 11-episode series

1 CLE credit may be earned for this course, 11 CLE for the full 11-episode series

113. Cybersecurity Series

Dentons attorneys will present this all-new series addressing cybersecurity requirements for federal government contractors. This six-part series, useful to both large and small contractors alike and at both the prime and subcontract level, will provide important guidance for contractors who are seeking to ensure compliance with the government's rapidly expanding cybersecurity requirements. Contractors will learn about the statutory and regulatory requirements applicable to contractors, including key agency-specific regulations; cyber requirements applicable to owners and operators of critical infrastructure, including the defense base; best practices for cyber breach investigation and response; and recent and future cyber developments, including the National Archives and Records Administration's efforts to establish a government-wide system for identification and protection of controlled unclassified information. The series will be an invaluable resource for contractors who want to ensure compliance with existing cyber obligations while best positioning themselves competitively for future developments in the government contracts industry.

This series will be taught by attorneys from McKenna Long & Aldridge's legacy government contracts group in tandem with attorneys from Dentons' global privacy and security group. A schedule of sessions is below.

Topics & Dates

- November 3 – Overview of the Cyber Legal and Regulatory Maze
- December 1 – Critical Infrastructure Cybersecurity, Executive Order 13636
- January 5 – The DoD UCTI Clause
- February 2 – Breach investigation & response
- March 1 – The NARA Rule / SP 800-171
- April 5 – Cybersecurity Outlook: predictions on cyber policies in federal

Topics are subject to change.

Length: 6 days – 90-minute sessions each; 1:00 p.m. – 2:30 p.m. (ET)

Credits: 0.9 CEU (0.15 per session), 12 CLP (2 per session), 9 CLE (1.5 per session), 10.5 CPE (1.75 per session)

114. Cybersecurity: What Government Contractors Need to Know Series

This series, taught by experts in the field, will walk participants through the most important issues facing government contractors as they navigate the fast-changing issues of cybersecurity. Starting with a comprehensive overview of CMMC and key regulations, and ending with a session about how to deal with cyber incidents and breach of your systems, this series will also delve into the new government contracting rules relating to cybersecurity, considerations relating to cloud computing and supply chain issues in light of today's cyber events. This webinar series will combine teaching of the key rules with war stories from the front lines and practical advice from experienced practitioners.

Sessions:

- [January 11](#) – What are Controlled Unclassified Information and Covered Defense Information, and Why Should we Care?
- [February 8](#) – Protecting Sensitive Information and Proving it Through CMMC

- [March 14](#) – Can I Put this Data in the Cloud? Should I?
- [April 11](#) – Who can you Trust? Cybersecurity Supply Chain Considerations
- [May 9](#) – Persistence Pays Off - Cyber Threat Information Sharing and Incident

Length: 5 days; 90-minute sessions each

Credits: 7.5 CLE, 8 CLP, 9 CPE, .75 CEU

115. DCAA Audit Insights

FORVIS Government Contracting experts will review current DCAA Audit focus areas, trends, and share their real-world experiences with current and ongoing DCAA Audits.

Topics

- How to Navigate Audit Challenges
- Navigating DCAA Audit Issues
- What is a Business System and why does DCAA care?
- Understanding the Issues and Challenges of DCAA's "Other" Audits

Instructors: Bill Walter, Brad Tress, Mike Mardesich, and Brian Gallagher, FORVIS

Length: 4 days

Credits: .6 CEU, 6 CLP, 6 CLE, 7.2 CPE

116. Deciphering Government Contracts Series

In a series of lessons, you will gain deep insight on how contracts, both government and commercial, are interpreted by boards and courts. The rules are not always the same for them! We will also spend some time discussing good contract drafting that will avoid interpretation disputes. Filled with both legal theory (for the legally inclined) and practical application for the practitioner, you will develop a deeper appreciation for contract formatting, drafting quality contracts, and avoiding disputes, ambiguities, and misunderstandings.

Topics & Dates

A. [May 23 – 10 Basic Rules](#)

Interpreting contracts has been a challenge for as long as contracts have existed. Courts and boards have structured many rules to guide contract interpretation, and sometimes provided conflicting guidance. Legislation governing contracts has also taken different approaches. It is important to know which set of standards will apply to your contract. This introductory class will review ten of the most common rules and provide a foundation for the more detailed discussions in the remaining classes.

B. [May 30 – Say What You Mean; Mean What You Say](#)

Contracts typically use acronyms, technical jargon, special terms of art, and phrases that are defined by industry trade and practice. The use of FOB versus INCOTERMS is just one example. Each of these can cause confusion in the communication process that leads up to contract formation. In addition to providing practical guidance and suggestions to avoid performance problems and disputes, this session will cover the concepts of ordinary meaning, reasonable person test, parole evidence rule, and ejusdem generis.

C. [Jun 6 – What IS the Contract? Putting the Right Things in and Leaving the Wrong Things Out](#)

As troubling as it sounds, the parties to a contract are sometimes not even in agreement on what makes up the contract components. Issues such as attachments or clauses incorporated by reference, failing to identify specific versions of standard clauses, guidance versus requirement documents, incorporating changes, keeping cost, schedule and technical requirements aligned, and reading a contract as a whole are concepts that will be covered in this session. To properly interpret a contract, you must first know what it is.

D. [Jun 13 – Punctuate This!](#)

Punctuation conveys important information to the reader. Miss-using or omitting those tiny dots and dashes can turn a contract into something one of the parties might have never intended. Courts and boards are often asked to review the rules of basic English to determine what the parties were thinking. Many basic, but important, conventions are applied to determine intent, even if that is not what you meant! Covered topics include order of precedence, express terms, course of performance, and course of dealing.

E. [Jun 20 – Word usage – misused words; grammar; references](#)

Just as in school, spelling and grammar count when reading a contract and understanding its intent. There are many frequently misused words and phrases that tend to contribute more confusion than clarity. Have you ever heard someone refer to the “physical year” when they meant the “fiscal year”? Interpretation rules here include the rule of sameness and contra preference. Proper and consistent references are also discussed. Creative writing is typically NOT a preferred approach in contract drafting.

F. [Jun 27 – How do You Know When it is Done?](#)

Despite the existence of an Inspection and acceptance clause or clauses, many contracts are drafted with unclear descriptions of how they end. Improper inspections are one of the primary causes of constructive changes in contracts. Understanding principles of contract discharge, determining the intent of the parties at contract formation, and discussing types of conditions that can affect contract performance are included among the topics discussed.

Length: 6 days (90-minute sessions; 10:00AM – 11:30AM ET)

Credits: .9 CEU, 9 CLP, 9 CLE, 10.8 CPE or 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU (per session)

117. Demystifying Intellectual Property in Government Contracting Series

The Demystifying Intellectual Property in Government Contracting virtual class series provides access to two experts in Government Contracting Intellectual Property law and policy, monthly. The sessions will dive deep into important and timely issues related to IP and Data Rights for government employees and contractors. And, of course, bring your questions to the sessions.

Sessions:

A. [January 10 – Introduction: Forms of IP, Strategic considerations for contractors and the Government related to IP](#)

- Do the FAR and DFARS differ in the treatment of intellectual property under government contracts?
- How does the treatment of IP differ at the subcontract level?
- How do the rules and policies differ when dealing with commercial IP?
- Does the government have the right to use patents to which it has no rights?
- Does the government give its contractors the right to use patents to which it has no rights?
- When the government or its contractors use patents to which they have no rights, must the government compensate the patent owner?

B. [February 14 – DFARS rights in non-commercial technical data, non-commercial computer software, and commercial item technical data](#)

- Is there a distinction between the rights in technical data and computer software and the requirement for the delivering or otherwise furnishing of technical data and computer software?
- How are copyrights and trade secrets covered in the standard IP clauses?
- What rights does the government take to copyrighted material included in technical data or computer software?
- Can the contractor disseminate or sell rights to copyrighted material that is created with government funds?
- How is computer software covered in the standard IP clauses?

C. March 13 – Data rights under the FAR, commercial computer software issues, open source software issues

- Does the government treat technical data and computer software pertaining to commercial items differently than technical data and computer software pertaining to noncommercial items?
- Is there a definition of a commercial item?
- Can the government accept the vendor's standard commercial license when it buys commercial computer software?
- Can the government allow competitors of the vendor to modify or upgrade commercial computer software?
- Can the government modify or upgrade commercial computer software with its own employees?
- How should a contractor deal with subcontractors furnishing commercial items?

D. April 10 – SBIR; Data rights in practice

- What is the SBIR/STTR Program and what is the purpose of each phase?
- What does this mean for SBIR contractor's IP rights?
- Does the government treat technical data and computer software pertaining to commercial items differently than technical data and computer software pertaining to noncommercial items?
- Are there limitations on the Government's ability to require contractors to give up rights during a competition [for new development work]?
- Can the Government evaluate the offerors' proposals to restrict rights as part of the selection of the source [for a development contract]?

E. May 8 – Patent issues

- How many different clauses does the government use to address the rights to patents on inventions made during the performance of a government contract?
- How does the government determine that an invention is subject to the Patent Rights clause of the contract?
- What rights does the government take to patents on inventions made during the performance of a government contract?
- What rights does the government take to contractor's pre-existing patents covering technology embedded in a product delivered under a government contract?
- What is a "march in right"?

F. June 12 – Remedies

- This session will focus on the remedies available to IP owners when their intellectual property is misused by or on behalf of the United States Government. We will also discuss the scope of immunity from traditional liability for patent infringement and copyright infringement under 28 U.S.C. 1498.

G. July 10 – Hot topics and emerging issues

Length: 7 days; 90-minute sessions

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU (per session)

118. Effective Proposal Evaluations Series

This Understanding the Proposal Evaluation Process Series is for both contractors and agencies who want, or need, to have a better understanding of the proposal evaluation process. Each virtual class in the series will examine one common evaluation factor. Each topic has been selected because it is often a significant, possibly deciding, factor in the ultimate award decision of many federal contract awards. With each virtual class, our expert will seek to answer two questions about the discussed evaluation factor. (1) How do contractors maximize their chance for success in this part of their proposal? (2) How do government personnel perform a proper evaluation of this factor? This virtual class is ESSENTIAL for any individual-government or contractor-who will ever be involved in the proposal preparation and evaluation process.

This virtual class will provide discussions around the following topics:

- The statutory and regulatory provisions affecting responsibility determinations.
- Sources of responsibility information
- Reviewing the applicable standard(s) of review
- Analyzing affirmative responsibility determinations
- Reviewing non responsibility determinations
- Dialogues with offerors regarding responsibility
- When are responsibility determinations required?
- Reviewing the requirements of FAPIIS Review the Federal Awardee Performance and Integrity Information System (FAPIIS) process

Length: 7 days

Credits: 1 CEU, 10 CLE, 11 CLP 12.6 CPE

119. Everything You Need to Know About Bid, Size, and Status Protests Series

In today's increasingly competitive federal market, protests – including bid, and size/status – are an inevitable feature of many procurements. Succeeding in the federal marketplace requires an understanding of these processes, and how to navigate them. In this series, McCarter & English Government Contracts Partners Maria Panichelli and Franklin Turner will provide attendees with an overview on the different types of protests that a government contractor can file, or have filed against it. In this series, contractors will learn the differences between bid, size, and status protests, and how to use each to challenge contract awards that were improperly made to competitors. Attendees will also learn how to defend against unmeritorious protests filed against their own contract awards.

All Sessions 10:00am-11:30am ET

[Feb 1: Effective Use of Debriefings and Bid Protests](#)

[Feb 8: Keeping Your Award: Bid Protest Intervention](#)

[Feb 15: Size and Status Protests: A Primer on Bases, Process and Procedure](#)

Length: 3 days

Credits: 4.5 CLE, 5 CLP, 5.4 CPE, .45 CEU

120. Financial Forum Series

McKenna Long & Aldridge attorneys will present this all-new business systems series addressing the expanding requirements of the business systems rules. This series, valuable to both DOD and DOE contractors alike, will provide important guidance for any contractor seeking to improve its internal business system compliance and prepare for system self-assessments, and will help contractors prepare for and respond to government system reviews. This series will address the six covered business systems (including the systems covered by the DOE rule), and will feature guest speakers discussing practical insights and lessons learned from business system reviews. With your subscription, you will receive the Second Edition of the *Government Contractor Business Systems Compliance Guide*, produced by attorneys from McKenna Long & Aldridge. A schedule of sessions is below:

Topics & Dates

- January 12 - Pricing Requests for Equitable Adjustment and Pursuing Claims
- February 9 - Subcontractor, Travel and Legal Cost Reasonableness
- March 8 - Preventing, Investigating, and Reporting Accounting Issues: The Mandatory Disclosure Rule
- April 12 - Incurred Cost Submissions and DCAA Audits: Strategies, Trends and Areas of Focus
- May 3 - Compensation Cost Allowability: Select Compensation Costs
- June 14 - Principles of Fiscal Law and Government Contracts-Related Funding Issues
- September 13 - Application of CAS and Modified CAS Coverage: CAS 401, 402, 405 and 406
- October 11 - Full-CAS Coverage: Disclosure Statements and Allocation of Direct and Indirect, Home Office, G&A, and Selected Costs
- November 8 - Developments in Cost and Pricing Issues: A Year in Review

Length: 9 days – 60-minute sessions each; 12:00 p.m. – 1:00 p.m.
Credits: .925 CEU (.1 per session), 9 CLP (1 per session), 9.25 CLE (1 per session), 11 CPE (1 per session)

121. GovCon Express

This half-day program is designed to introduce key terms and concepts to those new to Federal contracting. The program will provide an (abbreviated) overview of the life-cycle of a Federal project from cradle to grave — or, more technically, from formation (solicitations, bids, proposals, infrastructure, bid protests, etc.) to administration (performance, compliance, modifications, etc.) to cessation (close-outs, terminations, claims, appeals, audits, investigations, etc.).

Why Should Attend: Selling to the Federal Government is nothing like selling commercially. The rules are more complicated, the stakes are higher, and the consequences of missteps are greater. Practices that make perfect sense in the commercial world can wind you up on the receiving end of an audit or investigation in the Federal contracting world. Each year, countless companies rush to sell their goods and services to the Federal Government, only to find themselves ill-prepared to live up to the Government's expectations. Similarly, each year countless employees of those companies are asked to take on roles to protect the Company for which they often are ill-prepared. When it comes to contracting with the Federal Government, knowledge really is power. This program is designed to provide those new to Federal contracting with the ability to spot critical issues to protect the company (and themselves).

Who should attend? Anyone new to Government contracting — whether lawyers, contract administrators, program managers, business leaders, business owners, internal auditors, or anyone playing some role in contracting with the government — will benefit from this program. No prior knowledge of Federal contracting is required.

Length: 1 day
Credits: .3 CEU, 4.5 CPE, 4 CLP, 4 CLE

122. GovCon Q&A: Office Hours Series

In this interactive session, instructors will be available to provide their thoughts in response to any federal procurement questions that you and your company might have. Our instructors have significant experience representing companies of all sizes in connection with a host of government contracts issues — including claims, bid protests, subcontracting, teaming/joint venture arrangements, small business compliance considerations, FAR and DFARS counseling, cost, and CAS issues, etc. Please plan to attend — and bring your most pressing questions.

- January 18
- March 21
- May 16
- September 19
- November 21

Instructors: Alex Major & Franklin Turner, McCarter & English

Length: 1 day; 90-minute sessions
Credits: N/A

123. GovCon Risks and Hazards

Summary:

“Risk identification and management/mitigation.” When we say that, everyone seems to have their own version of: What does that mean? How should we address risk? How should I protect my organization from a “risk outcome” when a risk becomes realized? Though these questions cover a significant scope and depth, as well as specific situational aspects that must be bridged across financial, legal, compliance, and operational functional areas, we must start somewhere (right?). Over these three sessions we will provide you a beginning in your “risk journey” by providing you with a starting point – the customer perspective (Government). We also will cover some basics of methodologies used for identification of, and management/mitigation of risks. Lastly, we discuss a few “special risks” that are broadly applicable, but require some special consideration.

Sessions:

A. GovCon Risks & Hazards: Part I - Understanding the Importance of Risk Management from the Government’s Perspective (and therefore a company’s perspective)

This class (part of the “GovCon 101 Risks & Hazards Series”) provides a survey level of depth of a government perspective on risk, and how it should influence Industry’s response in approaching identification and management of those risks. This session will focus (at a practical level) on:

- What is the Government worried about?
- Why is the Government worried?
- How is the Government managing this?

B. GovCon Risks & Hazards: Part II - Expectations Around Managing risks

This class (part of the “GovCon 101 Risks & Hazards Series”) provides a survey level of depth of identification and management of risk. This session will focus (at a practical level) on:

- The mechanics of risk management (basic+) – determining levels and deciding mitigation priorities
- Risks by contract/program phase
- Contract Type (Cost versus Fixed-Price) – Who is at risk?

C. GovCon Risks & Hazards: Part III - Special Categories of Risk, a Discussion

This class (part of the “GovCon 101 Risks & Hazards Series”) provides a survey level of depth of discussion on “special categories” of risk that are often broadly applicable but require some level of special consideration. This session will focus (at a practical level) on:

- International Contracting & Subcontracting with non-US Organizations,
- Human Subjects,
- Intellectual Property,
- Inflation,
- IT & Telecommunications Security (e.g., NIST SP 800-171, McCain Amendment, etc.),
- Protest as a risk

Length: 3 days; 75 minutes each

Credits: 3.5 CLE, 4 CLP, 4.5 CPE, .375 CEU

124. GovCon 101 Series

The world of government contracting is complicated because it is so dependent upon Federal statutes and regulations. PCI wants to help you navigate this complex space through a NEW series of FREE GovCon 101 classes designed to:

- Demystify the Regulations
- Understand the Big Picture
- Learn Who's Who
- Figure Out Where You Need to Learn More

Length: 1 day each

Credits: .125 CEU, 1.5 CPE, 1 CLP, 1 CLE

125. Intellectual Property Webinar Series

The Government's and contractors' respective rights in intellectual property (IP) in the performance of government contracts is very important to both contracting parties. For contractors, IP rights may be critical business assets. For Government agencies, IP rights may have a significant impact on the life cycle costs to accomplish an agency's mission. Patent rights and rights in data and software is an unusually complex area, but contractors and the government need to understand these legal and contractual concepts to successfully address their business objectives. This program will provide you with the practical tools to analyze and solve IP issues, including patent, data, and software rights issues, that commonly arise in the government contracts context.

Topics & Dates

- April 7 - Overview, Inventions/Patents, Copyrights, and Trademarks
- May 12 - Rights in Non-Commercial Technical Data and Computer Software
- June 9 - Commercial Data and Commercial Software
- July 14 - Intellectual Property Protection, Challenges, and Disputes

Length: 4 days

Credits: 0.5 CEU (0.125 per session), 4 CLP (1 per session), 5 CLE (1.25 per session), 6 CPE (1.5 per session)

126. Real World OTAs

Federal contractors and U.S. Government agencies have recently had a renewed interest in using novel forms of agreements to develop new technologies. Other Transaction Authority agreements have provided both industry and agency personnel with much needed flexibility to negotiate unique terms that meet the needs of each party. OTA frameworks are constantly changing and it can be difficult to track the new considerations that present themselves when working in the space. How much the principles of traditional government contracting apply can vary wildly between OTA frameworks. And understanding of those rules, and how they interact with the needs of the government (and its contractors) is integral to effectively using these novel procurement vehicles.

In this two-part mini-series, our instructors will discuss the frameworks that apply to Other Transaction Authority agreements and the differences between these forms of agreements and traditional government contracts. The workshop will focus on novel issues raised by Other Transaction Authority agreements and key terms to address in negotiations. The class will center around various applied OTAs problems that bring the abstract principles governing different types of OTA into the real world.

Length: 120-minute session each

Credits: 4 CLP, 4.8 CPE, 0.40 CEU, 4 CLE

127. Subcontract Management from A-to-Z

Every year, the U.S. government awards hundreds of billions of dollars to prime contractors to deliver products and provide needed services. But a significant portion of this funding flows through the prime contractors down to subcontractors and vendors – entities who ultimately have no direct contractual relationship with the federal government, yet still are subject to a host of laws, policies, and regulations governing their performance. Federal law places a significant burden on prime contractors to carefully select subcontracting partners and effectively manage these agreements to ensure the government’s interests are protected.

Join David Gallacher and the Kutak Rock team we explore, in this in-depth 9-part series, the complicated world of Federal subcontracting, including the responsibilities both prime and subcontractors must ensure compliance with lengthy contract and regulatory requirements. Whether you are a prime contractor trying to understand your subcontract oversight responsibilities, or a subcontractor trying to understand your obligations when doing work for federal customers, David Gallacher is here to discuss real-life, practical, best practices in subcontract management.

Throughout this series, attendees will learn about:

- Understanding who is and is not a “subcontractor” under the FAR;
- Subcontracting policies and procedures in FAR Part 44;
- Tips in selecting business partners, including small business subcontractors, joint ventures, and teaming agreements;
- Developing and administering subcontracting plans;
- Negotiating subcontracts, including terms and conditions and other required flowdowns;
- Managing pricing issues under government contracts, including commercial item subcontracts;
- Best practices for subcontract management and administration.

Length: 9 days; 90-minute sessions

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU per session

128. Supply Chain Symposium

PCI, in conjunction with Industry professionals from Pillsbury Winthrop Shaw Pittman, presents the *Supply Chain Symposium*, a new monthly webinar series providing up to date insights about legal issues that impact the supply chain from primes down to the lowest tier small business subcontractors.

Topics & Dates

- January 20 – Mandatory and Suggested FAR Flow-Down Clauses and Best Practices
- March 16 – Labor and Employment Challenges in the Supply Chain
- April 20 – Cyber Security Requirements: What All Prime Contractors and Subcontractors Must Know
- May 18 – Strategic Use of Non-Disclosure Agreements, Teaming Agreements, and Joint Ventures
- June 15 – Advanced Flow-Downs: What Do Department of Defense Agencies Require Beyond the FAR
- July 20 – Best Prime/Sub Practices for Contract Formation and Protest Preservation

Length: 6 days – 90-minute sessions each; 2:00 p.m. – 3:30 p.m. (ET)

Credits: 0.9 CEU (0.15 per session), 12 CLP (2 per session), 9 CLE (1.5 per session), 10.5 CPE (1.75 per session)

129. Trending Cost & Pricing Issues

Join Dixon Hughes Goodman LLP's Mark Burroughs and Bill Walter for an interactive discussion on current topics in cost & pricing.

Topics & Dates

The CAS Series:

- January 21 – CAS Overview: Applicability, Types of Coverage and CAS Administration
- February 18 – The Cost Accounting Standards – Allocation of Cost
- March 17 – The Cost Accounting Standards – Assignment and Measurement of Cost
- April 21 – The CASB Disclosure Statement

The Cost and Price Analysis Series:

- May 19 – Price Analysis and Fair and Reasonable Pricing
- June 16 – Commercial Item Pricing and Challenges in the Current Environment
- September 15 – Cost Analysis and Cost Realism and Their Expanding Roles in Contract Pricing
- October 20 – Direct and Indirect Costs and a Little Thing Called G&A!
- November 17 – Defective Pricing – Hazards & Defenses

Length: 9 days – 90-minute sessions each; 1:00 p.m. – 2:30 p.m.

Credits: 1.35 CEU (.15 per session), 18 CLP (2 per session), 13.5 CLE (1.5 per session), 16 CPE (1.5 per session), 16 CPE

Virtual Classes

130. 2 CFR 200: What You Need to Know in 2016

A deep dive that will focus on issues and items for consideration as entities review policies, rates, and procedures to comply with these requirements.

Berkeley Research Group's Ryan Byrd and Mia Bautista will present on new requirements and new agency guidance for the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which streamlines into one document the guidance governing federal grants and cooperative agreements.

This 3-part virtual course is designed for new and experienced recipients of grants and cooperative agreements.

Dates & Topics

Session 1 - March 16

- Understand the key concepts in the Omni Circular
- Understand the relevant [compliance requirements](#) and changes from prior guidance
- Understand the impact of the circular on pre-award activities from risk assessments and conflicts of interest to certifications and disclosures

Session 2 - March 23

- Understand the impact of the circular on post-award activities such as financial management standards, revisions of budget and [scope](#)
- Review standards of real property, equipment, supplies, and intangible property

- Understand key changes in procurement standards and definitions
- Understand requirements for subrecipient administration, monitoring and FFATA reporting

Session 3 - April 6

- Obtain understanding of selected cost principles and indirect cost rates, and changes to existing cost principle regulations
- Understand record retention and closeout requirements
- Understand key changes to single audit requirements
- Review action items for the organization and key areas of priority for compliance

Length: 3 days (120-minute sessions; 2:00PM – 4:00PM ET)

Credits: 0.6 CEU (0.2 per session), 6 CLP (2 per session), 6 CLE (2 per session), 7 CPE for full subscription (2 per session)

131. A Government Contractor's Ten Commandments

If you have been involved in Government contracting for more than a few years, you understand it is a business burdened with complicated laws and regulations. You also know that to try to memorize them would be an impossible task, particularly because things seem to be constantly in flux. Even if you did memorize them, you still are not ready to deal with this demanding customer. What do you need to do? You need to listen to Tim Sullivan's one-hour presentation on "A Government Contractor's Ten Commandments." No need to take notes; no need to memorize every point—just relax and listen as Tim explains how to recognize and then address many of the problems that can arise in the course of competing for and then performing a government contract. This is a survival guide—do not miss it!

Instructor: Tim Sullivan, Senior Government Contracts Attorney

Length: 1 day; 60 minutes

Credits: 1 CLE, 1 CLP, 1.2 CPE, .1 CEU

132. A Practical Guide to Intellectual Property in Government Contracts

Managing intellectual property (IP) when working with the federal government is one of the more challenging areas of government contracts. Questions regarding who owns the IP, who has rights to the IP and how may a contractor and the government use the IP often lead to varying interpretations and conclusions by the involved parties. Answers to these same questions may be different depending on the parties' ability to sort through the myriad of IP regulations when doing business with the government. This Practical Guide, four-part virtual course will guide you through these key IP issues and considerations and allow you to investigate extensively how to protect your company's IP rights. In doing so, we will discuss how to leverage your IP successfully and address the most pressing concerns of your government customer.

Key Session objectives include:

1. The different types of IP (Inventions, Technical Data, Computer Software, Copyrights, Special Works, etc.)
2. How to allocate rights in you IP under the current statutory and regulatory framework
3. What rights the government has in your IP
4. How to properly mark your IP
5. Maintaining IP development and funding records
6. Real-life case examples of dealing with IP and the federal government
7. Interactive exercises to test in real-time your understanding of the material
8. How to resolve an IP dispute with the government (or with a prime or sub)
9. Subcontractor rights and obligations when dealing with IP
10. Commercial item rights in the IP context

Key Course takeaways include:

1. A simple 30-second solution for managing virtually any IP question or issue
2. Protecting rights in part of your IP without giving up rights to the whole

3. Understanding ownership versus licensing
4. An approach(s) to tracking IP development
5. Techniques to properly mark your IP
6. Avoiding government challenges and claims of rights to your IP
7. Confirming you actually have rights to the IP that you think you have

Instructor: Jeff Newman, Thompson Coburn

Length: 4 days; 90-minute sessions

Credits: 6 CLE, 6 CLP, 7.2 CPE, .6 CEU

133. Acquisition of Federal Information Technology

This fast-paced, information packed series provides the fundamentals and framework for federal Information Technology (IT) acquisitions together with practical pointers and best practices. Designed for busy contract specialists, contract managers, contracting officers and other procurement professionals, program managers, technical representatives, information technology professionals and attorneys, the series will cover the relevant statutory and regulatory basics, cyber-security requirements and best practices, what professionals need to know about the National Institute for Standards and Technology (NIST) Special Publications 800-53, 800-171 and other requirements, the IT acquisition life-cycle, cloud computing, covered defense information and relevant intellectual property issues.

Length: 6 days, 1.5-hour session each, 12:00PM – 1:30 PM

Credits: 1.5 CLE, 0.15 CEU, 1.5 CPE, 2.0 CLP.

134. Acquisition Planning Strategic Sourcing

Acquisition Planning and Strategic Sourcing training is now available virtually with live instruction over the course of 8 sessions, two a week for four weeks. If you are not able to attend a session, all sessions are recorded and available for viewing throughout the year.

This course provides an overview and discussion into the current climate of federal acquisition strategy and strategic sourcing. Now, more than ever, the government must ensure that it spends money wisely and eliminates waste and abuse of taxpayer dollars. With more than one out of every six dollars of Federal government spending going to contractors, it is crucial that contract actions result in the best value for the tax payer. For those who are new, relatively inexperienced, or require a supervisory understanding of federal acquisition strategy and strategic sourcing, this course will provide an in-depth understanding that will thoroughly familiarize the attendee with this process, provide a greater foundation on which to build subject matter expertise and dispel common myths and misunderstandings commonly associated with the current climate. For those with some experience, the course will refresh understanding, heighten knowledge, provide context, sharpen issue awareness, and improve the ability to operate in this highly successful and complex field. This course is designed to benefit both government and contractor personnel, including contracting officers, contract and subcontract administrators, contract, program and item managers, finance and accounting personnel, engineers, and attorneys (in-house, outside, government), among others.

Learning Objectives

- A better understanding of the important role that regulations play the Government contracting process
- A clear picture of how the statutes and regulations are related
- An understanding of why knowledge of the regulations is so critical to all contracting parties
- An understanding of the role that the regulations play in the subcontracting process, including dealing with flow-down clauses

- A practical approach to any problem through the regulations

Topics & Dates

- Technical and Management Evaluations
- Price Evaluations
- Past Performance Evaluations
- Cost Realism Evaluations
- Key Personnel Evaluations
- Socioeconomic Evaluations
- Responsibility Evaluations
- Source Selection Authority and Award Types

Length: 8 days

Credits: 1.2 CEU (.15 per session), 16 CLP (2 per session), 12 CLE (1.5 per session), 14 CPE (1.5 per session), 12 PDU (1.5 per session)

135. Approach to Performing Subcontractor Price Analysis

The purposes of this session are to provide insight into the processes associated with conducting price analyses and to discuss, at a high level, tools and techniques that can be used when conducting such analyses.

FAR 15 requires that appropriate cost or price analyses of proposals be conducted to determine if those proposals present prices that are fair and reasonable. Although FAR identifies 7 price analyses techniques that may be used, it does not discuss how to exactly to use them. Over his 35 years of performing price analyses and teaching others how to do them, Jeffery White has developed a number of innovated applications of these price analysis techniques. This session is designed to provide the attendees an opportunity to learn about these innovations with the expectation that they will be able to use these approaches themselves.

Length: 1 day (75-minute session; 12:00 pm – 1:15 pm ET)

Credits:

136. ARRTful Acquisition: Master the ARRT of Requirements Development

Learn how to plan for, develop, and execute effective performance-based service contracts by applying proven processes and techniques. This training will be structured around using the free Acquisition Requirements Roadmap Tool (ARRT) Suite. The tool provides a repeatable, structured process to define your performance requirements focused on results. These sessions will cover the thinking process embedded in ARRT as well as provide direct instruction with live demonstration of how to use the ARRT Suite to write your Statement of Work (SOW) or Performance Work Statement (PWS). Throughout all sessions the instructors will highlight lessons learned, risk identification and mitigation approaches, and relevant stories to aid comprehension of the material covered.

Each installment in the series builds upon the prior sessions, however, each lesson is useful in itself. All sessions are recorded for those who miss a session or as a resource to glean any information that may have been missed. We encourage you to send in your “how to” questions during and after each session so that we can address them in future installments or in personalized communication.

Dates & Topics

Session 1: March 10

Learn how to plan, develop, and execute the service acquisition process.

- Understand the 3 phases of the 7 Step Service Acquisition Process.
- Describe the value on an Integrated Product Team in the service acquisition process.
- [Apply](#) the service acquisition process to their requirement(s).

- Recognize the purpose, value, and requirements for Service Acquisition Workshops.
- Learn the [pedigree](#) and location of the ARRT Suite of tools

Session 2: March 17

Write clear SOW/PWS requirements based on outcomes and results.

- Describe the overarching structure of a requirements document
- Understand the importance of clear requirements statements
- Diagram the elements of good performance requirements
- Develop clear requirement statements based on desired results

Session 3: March 24

Establish measurable standards for performance requirements.

- Differentiate the categories of good performance standards and their purpose(s)
- Recognize the factors that affect the choice of performance standards
- Identify the impact of performance standards on task requirements
- Recognize the cost of standards in regard to achievability and “inspectability”

Session 4: April 7

Develop Quality Assurance Surveillance Plans (QASP) based on contract requirements.

- Understand the various methods and types of performance inspection
- Develop inspection methods for different categories of standards and requirements
- Develop contract inspection strategies based on contract priorities and risk

Length: 4 days (105-minute sessions; 2:00PM – 3:45PM ET)

Credits: 0.7 CEU, 8 CLP, 7 CLE, 8 CPE

137. Becoming a Prime Contractor

One of the largest growth steps a small business contractor can make is bidding – and winning – its first prime contracts under FAR Part 15. But, becoming a prime contractor comes with some challenges – both in preparing and submitting proposals, and during performance. Join experienced Government contracts attorney Cara Wulf as she discusses this topic.

Topics Include:

- Bidding on Negotiated Procurements (FAR Part 15)
- Contract Administration as A Prime
- Common Hazards and Pitfalls
- Closeouts
- Hiring and Managing Subcontractors

Instructor: Cara Wulf, McCarter & English

Length: 1 day (75-minute session; 12:00 PM – 1:15 PM ET)

Credits: 1 CLE, 1 CLP, 1.5 CPE, .125 CEU

138. Best Practices for Managing Subcontractor Flowdowns

One of the biggest challenges facing Buyers and Subcontract Administrators is the process of negotiating and managing flowdown clauses. During this session, Jeffery White will discuss several tools and techniques that he has encountered in his over his 35 years of GovCon experience as they related to identifying, negotiating, and managing subcontract flowdowns.

Length: 1 day (75-minute session; 12:00 pm – 1:15 pm ET)

Credits: 1 CLE, 1 CLP, 1.5 CPE, .125 CEU

139. Bid Protests from All Angles Series

This four-part series is intended to provide a comprehensive understanding of the options and considerations that go into challenging (or defending) the award of a government contract, i.e. a bid protest. The instructor, Jeff Chiow, has been among the most active bid protest attorneys at GAO and the Court of Federal Claims over the last decade. This is not a review of cases, but rather a distillation of the legal, procedural, and practical factors that inform the litigation of bid protests.

The course will cover pre-award protests, post-award protests, corrective action, and an assortment of special protest topics, including challenges to the award of Other Transaction Agreements, research and development contracts and state and local bid protests. Decision-makers and practitioners will gain insights to take better-informed actions in bid protests, whether they are filing or defending them. They will understand bid protests from all angles.

- Part 1: Pre-Award Protests: Challenging the “Ground Rules” of a Procurement
- Part 2: Post-Award Protests: Making an Informed Protest Decision
- Part 3: Corrective Action in Bid Protests: What do we do now?
- Part 4: Can I protest OTAs, BAAs, CRADAs, etc.? What about that state or local contract award? Time to get creative!

Length: 4 days; 90-minute sessions

Credits: 6 CLE, 6 CLP, 7.2 CPE, .6 CEU

140. The Big Picture: A Strategic Analysis of Federal Procurement Trends Virtual Class

External awareness and strategic thinking are key competencies for both federal and industry managers and executives. Leaders in the federal contracting profession often lack a data-driven picture of the trends in both government activity and industry structure needed to establish an organizational vision that matches the continuously changing external environment. Without strategic awareness, leaders make uninformed and counterproductive public administration and business decisions and find themselves surprised by predictable events.

During this virtual class, attendees will learn about the high-level trends shaping federal procurement. The information will reflect the most up-to-date federal procurement and budgetary data, as well as emerging trends in industry and government that are reshaping federal buying behavior. The analysis will incorporate an "all-sources" approach, providing attendees with a clear strategic picture of the \$450 billion-plus federal contracting world.

Learning Objectives

- Attendees will learn the latest trends in government contracting activity.
- Attendees will gain a forward-looking picture of the budgetary, policy and business environments and their effects on government contract decision-making.
- Attendees will develop a macro-level understanding of the federal contracting market that will help them make smarter public administration and business decisions.

Length: 1 day (60-minute session; 12:00PM – 1:00PM ET)

Credits: 0.1 CEU, 1 CLP, 1 CLE, 1 CPE

141. Commercial Item Determination Virtual Class

US Government acquisition regulations provide streamlined procedures and less stringent contractual requirements for procurement of commercial items (both goods and services) for both prime contracts and subcontracts. If you are buying commercial items, then this is your opportunity to learn some practical approaches for documenting your market research and supporting your commercial item determinations. If you are selling commercial items, then this is your opportunity to learn practical

approaches for supporting your commerciality assertions and assisting your customers with their determinations.

Learning Objectives

Upon completion of this session the participant should know:

- Salient requirements and advantages of commercial item (goods and services) contracting for the buyer and seller
- [Market research](#) and documentation strategies and tactics for commercial item determinations
- Recent trends and developments affecting commercial item acquisitions

Length: 1 day (120-minute session; 2:00PM – 4:00 PM ET)

Credits: 0.15 CEU, 2 CLP, 1.5 CLE, 1.5 CPE

142. Compliance for FAR 52.223-1: Biobased Certification

When FAR 52.223-1 clause is on a contract, the simple act of delivering products for that contract means that the contractor has “certified” that it has met the respective biobased content requirement. This course will walk through the biobased certification clause and the corresponding minimum content percentages established by the U.S. Department of Agriculture in 7 C.F.R. § 3201.

Length: 1 day (60-minute session; 2:00PM – 3:00PM ET)

Credits: 1 CLE, 1 CLP, 1.2 CPE, .1 CEU

143. Contracting 101 Virtual Class

The world of Government contracting is complicated because it is so dependent upon Federal statutes and regulations, but that does not mean that you should avoid trying to learn about it. Tim Sullivan’s “Introduction to Government Contracting” is designed to provide a soup-to-nuts view of Government contracting. Tim explains the laws, the rules and the people who are central to the process. For newcomers, Tim’s presentation will help them make sense of this unusual marketplace. For the not-so-newcomers, it will explain why certain things happened the way they did. While Tim would be the first to tell you that there is always something to learn in this business, this program is a great way to orient yourself to what lies ahead for you and your organization.

Length: 1 day (120-minute session; 11:00AM – 1:00PM ET)

Credits: 0.15 CEU, 2 CLP, 1.5 CLE, 1.5 CPE

144. Contract Closeout Virtual Class

Contract closeout is a critical, but often forgotten, piece of the Contract process. This seminar will focus on what contractors need to move the close out process through to completion, efficiently and effectively. Achieving closeout will ensure final payments are made, audit issues are concluded, past performance evaluations are submitted and any open issues are resolved. Timely close out efforts result in reduced contract administration and ensure a greater likelihood that contractors still have and can provide all the documentation necessary to achieve a favorable contract close out.

Learning Objectives

- Analyze the basic steps needed to close out a contract or task/delivery order and tips about how to accomplish them to the mutual benefit of both contractor and agency alike;
- Identify the differences in the close out process depending upon the type of contract awarded;
- Explain the importance of new FAR compliance requirements;

- Discuss a real-life closeout scenario situation to familiarize attendees with the process and the competing considerations.

Length: 1 day

Credits: 8 CLP, 6.5 CPE, 0.60 CEU, 5.5 CLE

145. Cost Principles – Travel Regulations

In this 60-minute interactive webinar, Government Contracts experts Franklin Turner and Cara Wulf will take a close look at the Travel Costs cost principle, FAR 31.205-46, and examine the “dos” and “don’ts” of charging certain travel costs to the Federal government. We will examine the regulations, DCAA guidance, and case law interpreting the cost principle. We will also provide contractors with tips for ensuring that they maximize travel cost recovery without running afoul of allowability requirements.

Length: 1 day (60-minute session; 12:00PM – 1:00PM ET)

Credits: .1 CEU, 1 CLP, 1 CLE, 1.2 CPE

146. Cost and Pricing Trends

Join FORVIS' Bill Walter for an interactive discussion on current topics in cost & pricing.

Length: 6 days

Credits: .9 CEU, 9 CLP, 9 CLE, 10.8 CPE

147. CPSR Current Trends

We are in a very dynamic environment in terms of CPSR related trends. Whether your organization maintains a CPSR-approved system or whether you are simply being proactive regarding purchasing system compliance, we all need to be aware of these impactful changes.

Jeffery White will engage in a lively discussion regarding a number of recent CPSR trends and what steps contractors and subcontractors should take in order to ensure compliance relative to CPSR and Subcontract Compliance as a whole. The session will address updates DCMA practices and documentation requirements well as impacts on policy/procedure.

Length: 75-minute session, 2:00 pm – 3:15 pm

Credits: 1 CLE, 1 CLP, 1.5 CPE, .125 CEU

148. CPSR Virtual Class

Upon completion of this course, the participant should have adequate knowledge of the background and requirements related to the CPSR. Further, the participant should have a basic understanding of policies, procedures and practices required to comply with the requirements. We will highlight recent developments in the CPSR environment from the Defense Contract Management Agency’s perspective and cover new regulations and statutes. Further, we will provide industry best practices to achieve successful CPSRs.

This virtual class will be taught using the Adobe training platform and is designed to be very interactive. Please bring your questions. Through your link, you will have a live feed of the instructors. Recordings will be available for one year.

Dates

April 18

April 25

May 2

May 9

May 16

Length: 5 days (120-minute sessions each; 1:00PM – 3:00PM ET)

Credits: 1.0 CEU (0.2 per session), 10 CLP (2 per session), 10 CLE (2 per session), 12 CPE (1.4 per session)

149. Crafting Communication Clarity: Masters Business Writing for Influence and Compliance

Unlock the secrets of crafting your contracts, claims, requests for equitable adjustments, protests and other supporting documents for compliance and influence. Dive into a half-day survey that explores the art of drafting clear contracts, and persuasive supporting documents in government contracting. Your primary mission is to use your writing to bring business certainty to the transaction. Muddled writing works against that primary purpose.

What you will learn:

1. Elevate your writing skills to create impactful documentation for successful business outcomes.
2. Gain the confidence to navigate complex negotiations with persuasion.
3. Understand the nuances of word choice, grammar, and persuasive techniques.
4. Improve your professional writing skills and stand out in the competitive world of clear and persuasive government contract documentation.
5. Craft contracts that meet legal standards and also resonate with insight and clarity to ensure compliance and program success.

If you are a professional seeking to elevate your writing skills, join us to uncover the secrets of compelling business writing and harness the power to influence with every contract and document you produce. This class is not just for contractors, but all professionals (Government, non-profit, industry, etc.) seeking to vastly improve their writing skills.

“Muddled writing reflects muddled thinking. Communicating clearly and effectively is always a key skill of the contracting professional seeking sustained leadership.” – Tom Reid, author of **Sustained Leadership WBS**.

Instructor: Tom Reid, Certified Contracting Solutions

Length: 1 half-day in-person or 1 day virtual; 3.5-hour session

Credits: .35 CEU, 4 CLP, 3.5 CLE, 4.2 CPE

150. Crafting GovCon Communication Clarity

Whether your task today is to craft a contract, claim, requests for equitable adjustments, protest, decision memo, source selection statement or any other contracting file documentation, this class will provide you with tools for clarity, persuasion, and comprehension. In each of the six two-hour sessions, we will dive into a review and discussion that explores the art of drafting clear contracts, and persuasive supporting documents in government contracting. Your primary mission is to use your writing to bring business certainty to the transaction. Muddled writing works against that primary purpose, can result in excusable delays, jeopardize success in protests and claims, and generally mess up an otherwise good day. Clear writers are clear thinkers.

Course content includes:

1. Rules of grammar are not as static as you might think, yet adhering to grammatical standards often makes clear the message that was intended.
2. Government contracting, like any profession, has its own jargon and is famous for its extreme use of acronyms. Both of these can lead to confusion and misunderstanding unless you craft your sentences and word choice for maximum clarity.

3. Many documents are designed to persuade, whether that is a protest or claim response, a request for a decision, or a source selection statement. Tools of persuasion will be addressed and practiced.
4. Very little is worse than inheriting a file from another that does not clearly explain what has happened so far in the contract life-cycle. Certain documents are required by the regulations while others are important for continuity in administration. Maintaining clear and contemporaneous file documentation and consistency will be emphasized.
5. While also helping in the areas of persuasion, data must often be gathered and presented in a comprehensible way. Writing with confidence, reliance on sources, and accommodating those times when an ambiguity must be resolved mandate specific styles and content.
6. Crafting contracts and their associated statements of work is both an art and a science. Merely filling in a checklist of what such documents “should” contain will not necessarily meet legal standards and resonate with insight and clarity to ensure compliance and program success.
7. Understanding your audience, whether it is the other party to your contract, an auditor, GAO or Board, or an unfriendly press, compels you to write clearly without talking down to your readers. The art and style of addressing a variety of audiences will be presented and reviewed.

If you are a professional seeking to elevate your writing skills, join us to uncover the secrets of compelling business writing and harness the power to influence with every contract and document you produce.

1. *Session 1: Using Grammar for Clarity* – Elevate your writing skills to create impactful documentation for successful business outcomes.
2. *Session 2: Understanding your Audience by Using the Language of the Profession* – Appreciate the nuances of word choice, grammar, and persuasive techniques. The art and style of addressing a variety of audiences will be presented and reviewed.
3. *Session 3: Persuading the Unconvinced* – Using the tools of persuasion to negotiate, obtain approvals, and address audit findings. Gain the confidence to navigate complex negotiations with persuasion.
4. *Session 4: Preserving the Record* – Create file documentation that is contemporaneous, correct, and complete. Improve your professional writing skills and stand out in the competitive world of clear and persuasive government contract documentation.
5. *Session 5: Presenting Data that is Understandable, Reliable, and Repeatable* – While also helping in the areas of persuasion, data must often be gathered and presented in a comprehensible way. Write with confidence and understanding of the facts.
6. *Session 6: Crafting Contracts for Clarity and Compliance* – Draft contracts that meet legal standards and also resonate with insight and clarity to ensure compliance and program success.

Instructor: Tom Reid, Certified Contracting Solutions

Length: 2 days in-person or 6 days virtually; 1.5-hour sessions

Credits: .9 CEU, 9 CLP, 9 CLE, 10.8 CPE

151. Detection and Avoidance of Counterfeit Electronics Parts: An Expert’s Perspective Virtual Class

This course will cover laws and regulations that require defense contractors and their suppliers to detect and avoid counterfeit electronic parts. We will review DFARS regulations that require “covered” contractors to have systems to detect and avoid counterfeit electronics parts and how requirements flow down to lower tiers of the supply chain. The course will update attendees on recent and pending regulatory changes and in new developments in how the Government is applying these regulations. Attention will be paid to established and emerging industry standards and best practices and the role that these should have in a compliant program to detect and avoid counterfeit electronic parts. The DFARS sets 12 criteria for systems to detect and avoid counterfeit electronic parts. Each of these will be reviewed to make sure that attendees understand the objectives and are prepared to deal

with questions that can arise. The course will discuss how best to configure company policies and procedures to satisfy DCMA business assessment of systems to detect and avoid counterfeit parts. Special attention will be given to practical implementation problems and to lessons learned through experience with the DFARS.

The lead presenter will be Robert Metzger, a shareholder of Rogers Joseph O'Donnell, PC, and head of the firm's Washington, D.C. office. Bob is a nationally recognized expert in cyber and supply chain security, who recently was honored by *Federal Computer Week* as a 2016 "Federal 100" awardee for exceptional contributions to federal information technology. Bob has written numerous articles on counterfeit parts and related supply chain risk management subjects, and is frequently consulted by leading companies and senior government officials in this subject area.

Learning Objectives

Among the learning objectives are answers to the following issues:

- Measures that primes can take to assure themselves that their suppliers act responsibly to address the flowdown of the DFARS requirements;
- How lower tier companies can respond to flow down demands;
- What to seek and what to expect in contract terms and conditions that deal with supply chain risk;
- Issues and problems that arise when these rules are applied to smaller businesses and sources of commercial items;
- Dealing with accumulated inventory and deciding whether it can be used for current requirements;
- How to optimize purchasing to focus on "trusted suppliers" and how to qualify and use distributors when parts are unavailable from trusted suppliers;
- Diligence measures to reinforce confidence in use of trusted suppliers as well as distributors;
- How to satisfy DoD expectations of "traceability" of purchased parts;
- Reducing risk of future exposure to counterfeits by anticipating parts obsolescence and diminishing manufacturing sources and material shortages;
- When to consider contract manufacture or other customer-enabled design/build alternatives where trusted supply is unavailable for mission-critical parts;
- Use of "business due diligence" methods or third-party services to monitor and assess supplier risk;
- Appropriate selection of assurance measures to verify counterfeit parts avoidance of suppliers;
- When and how to perform risk-based assessment when parts cannot be acquired from trusted suppliers;
- Selection of test methods and appropriate use of third-party laboratories in high-risk situations;
- Optimization of policies and procedures to minimize counterfeit risk and satisfy Government or higher tier contractor oversight;
- How to identify "suspect" or "confirmed" counterfeit electronic parts and when, how and to whom to report such parts; and
- Responding to counterfeit "events" with proper disclosures, remedial actions, and appropriate cost-accounting.

Length: 1 day (120-minute session; 1:00PM – 3:00PM ET)

Credits: .2 CEU, 2 CLP, 2 CLE, 2 CPE

152. Dive Into Travel Costs

During this program we will take a deep dive into the Travel Costs cost principle, FAR 31.205-46, and examine the "dos" and "don'ts" of charging certain travel costs to the Federal government. We will examine the regulations, DCAA guidance, and document retention requirements surrounding the cost principle. We will also provide contractors with tips for ensuring that they maximize travel cost recovery without running afoul of allowability requirements. Join us as we discuss:

- What types of travel costs can be charged to the Government?
- Maximizing travel cost recovery
- FTR/JTR Impact

Instructors: Alex Major and Franklin Turner, McCarter & English

Length: 1 hour

Credits: .1 CEU, 1 CLP, 1 CLE, 1.2 CPE

153. DOJ Cyber Fraud Initiative Program

In this course, we will discuss the U.S. Department of Justice's Civil Cyber-Fraud Initiative. This initiative is aimed at increasing compliance with contractual cybersecurity requirements, through enforcement of the civil False Claims Act. We will discuss the ways in which contractors can mitigate the risks associated with this heightened enforcement approach, and the various legal and practical issues associated with the initiative.

Instructor: Jason Workmaster, Miller & Chevalier

Length: 1 day (90-minute session; 2:00PM – 3:30PM ET)

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

154. Essentials of Government Contracts Administration

The popular Contract Administration training is now available virtually with live instruction over the course of 5 weekly sessions. You can attend in person at PCI in Washington, DC, or virtually from any computer.

This course focuses on all aspects of contract administration. It is intended to expand on the working relationship between government employees and the contractor, including rules governing the interpretation of contract language, the allocation of risk between the parties, the application of major contract clauses, the negotiation of price adjustments, and the submission of requests for equitable adjustment and claims. Students will learn the fundamental legal principles that courts and boards of contract appeals apply when they resolve disputes. This course is designed to benefit both government and contractor personnel, including contracting officers, contract and subcontract administrators, contract, program and item managers, finance and accounting personnel, engineers, and attorneys (in-house, outside, government), among others.

Learning Objectives

- Understand the government contract administration process.
- Understand the major rules that govern contracting with the government.
- Learn how to deal with changes, constructive changes, excusable delays, and suspensions of work.
- Understand the basic contract types, and the risks they impose.
- Understand basic compliance requirements.
- Learn the rules governing inspection, acceptance, and warranties.
- Identify the grounds for default termination, and the implications.
- Learn the rules and procedures governing terminations for convenience.
- Determine how to price contract adjustments.
- Learn the rules governing payment and discharge.

Length: 5 days

Credits: 1.25 CEU, 13 CLP, 12.5 CLE, 15 CPE, 12.5 PDU

155. Finding Opportunities on [SAM.gov](https://sam.gov)

Brian Friel, a contracts data expert with BD squared will provide tips on how to identify, track, and research opportunities on SAM.gov.

Length: 1 day (90 minutes; 12:00-1:30pm)

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

156. Fun with the DFARS

*Covering each Part of the **Defense Federal Acquisition Regulation Supplement** and created to make the DFARS approachable and thought provoking for contracting professionals at all levels. All sessions will be recorded and accessible as a podcast throughout the year.*

The Defense Federal Acquisition Regulation Supplement (DFARS) is a supplement specific to Department of Defense (DoD) acquisitions. The DFARS provides acquisition regulations that must be followed by both DoD government acquisition professionals and contractors who do business with the DoD. To accomplish this, it is critical for contracting professionals in the government and private sector to have a working knowledge of the source document—the DFARS. Ignorance of the rules can lead to costly and undesirable outcomes. This webinar is designed to teach government and private sector contracting professionals' techniques to efficiently and effectively maneuver through the extensive number of clauses and provisions to select the right clauses and correct procedures applicable to their contract.

The instructor and guest will answer your questions in real-time so you can discuss specific issues or gain additional knowledge about topics discussed. A written form of the Q&A will follow each episode as well.

Length: 13 days (90 minutes each session; 12:00PM – 1:30PM ET)

Credits: 1.8 CEU (0.15 per session), 24 CLP (2 per session), 18 CLE (1.5 per session), 21.5 CPE for full subscription (1.5 per session)

157. Fun with the FAR

26 bi-weekly sessions covering each Part of the Federal Acquisition Regulation and created to make the FAR approachable and thought provoking for contracting professionals at all levels. All sessions will be recorded and accessible as a podcast throughout the year.

The Federal Acquisition Regulation (FAR) is a complex set of rules governing the federal government's purchasing process. Its purpose is to ensure purchasing procedures are standard, consistent, and conducted in a fair and impartial manner. To accomplish this, it is critical for contracting professionals in the government and private sector to have a working knowledge of the source document—the FAR. Ignorance of the rules can lead to costly and undesirable outcomes. This webinar is designed to teach government and private sector contracting professionals' techniques to efficiently and effectively maneuver through the extensive number of clauses and provisions in order to select the right clauses and correct procedures applicable to their contract.

An extra 10-to-15-minute period has been reserved at the end of every show for an interactive question-and-answer session so you can discuss specific issues or gain additional knowledge about topics discussed.

Learning Objectives

- Learn how to navigate the FAR to work effectively and efficiently in the acquisition of supplies, services, and construction.
- Obtain a thorough working knowledge of how to research, interpret and apply the rules correctly.
- Understand why knowledge of the regulations is so critical to the success of each acquisition and contract
- Gain confidence and familiarity with every section of the FAR to:
 - select the right clauses.
 - identify the correct procedures to get the best possible contract and remain in compliance.
- Learn best in class acquisition and contracting methods.
- And much, much more!

Length: 26 days (90-minute sessions each; 12:00PM – 1:30 PM ET)

Credits: 52 CLP (2 per session), 39 CLE (1.5 per session), 39 CPE (1.5 per session)

158. Fundamentals of Government Contracting Virtual Class

The popular 3-day Fundamentals training is now available virtually with live instruction over the course of 7 weeks/sessions. You can attend in person at PCI in Washington, DC or virtually from any computer.

The course provides an overview and discussion of the federal government contracting process, including the procurement laws, regulations, and practical requirements applicable to it. For those who are new, relatively inexperienced, or require a supervisory understanding of government contracting, this course will provide an overview that will thoroughly familiarize the attendee with the federal contracting process, provide a strong foundation on which to build greater subject-matter expertise, and dispel common myths and misunderstandings. For those with some experience, the course will refresh understanding, heighten knowledge, provide context, sharpen issue awareness, and improve the ability to operate successfully in this highly complex and competitive field.

Who Should Attend:

This “fundamentals” course is designed to benefit both government and contractor personnel, including contracting officers, contract and subcontract administrators, contract, program and item managers, finance and accounting personnel, engineers, and attorneys (in-house, outside, government), among others.

Dates & Topics

1. Landscape and Players and Developing the Procurement – April 19

- Basic Legal Framework
- Players
- Structure of the FAR
- Standard contract format
- Market Research
- Acquisition Planning
 - Market Research
 - Specifications
 - Commercial vs. Non-Commercial
 - New vs. Existing Procurement

2. Contract Types – April 26

- Competition Requirements and Exceptions
- Contract Types

- Fixed Price
- Cost Reimbursement
- Incentive and Award Fee
- Time and Materials, Labor Hours
- Definite vs. Indefinite Delivery/Indefinite Quantity
- [Schedule](#) Contracts
- Socio-Economic programs
- Labor Standards

3. Procurement Process – May 3

- Sealed Bidding
- Negotiated Procurements
 - Assembling the Solicitation
 - Evaluation of Proposals
 - Discussions
 - Award Decisions
 - Debriefings
- Simplified Acquisition Process

4. Compliance Issues in Performing [Government Contracts](#) - May 10

- Gifts, Gratuities, and Kickbacks
- Procurement integrity
 - Protecting Procurement Sensitive and Other Company Proprietary Information
- Recruiting/Hiring Government Employees
- Personal and Organizational Conflicts of Interest
- Certificates and Representations
 - Truth in Negotiations Act
- Domestic Preference Laws
- Drug [Free](#) Workplace
- Lobbying Act Certification and Disclosure

5. Issues in Contract Administration – May 17

- Changes
- Constructive Changes
- Delays
- Equitable adjustments and Claims
- Inspection and Acceptance

6. Terminations – May 24

- Terminations for convenience
- Termination for default
- How to avoid defaults
- Closeout

7. Bid Protests and Disputes – May 31

- Protests
 - Grounds for Protest
 - Pre-award vs. Post- Award
 - The Protest Process
 - Agency-Level Protests
 - U.S. Government Accountability Office (GAO)
 - Court of Federal Claims (COFC)
- Claims and Disputes

- Requests for Equitable Adjustment (REAs)
- Claims
- Litigation
- Choosing the Right Forum
 - Court of Federal Claims
 - Boards of Contract Appeals
 - Arbitration
 - Alternative Dispute Resolution

Length: 7 days (135-minute sessions each; 1:45PM – 4:00PM ET)

Credits: 1.575 CEU (0.225 per session), 14 CLP (2 per session), 15.75 CLE (2.25 per session), 18.5 CPE (2.5 per session)

159. Government Contract Administration

Okay, the government has awarded you a contract. What happens now? Our popular Contract Administration training is now available virtually with live instruction over the course of 3 weeks/sessions. This course focuses on the major aspects of contract administration, and the working relationship between the government and the contractor. We will address the rules governing directed and constructive changes, requests for equitable adjustments and claims, delays, inspection and acceptance, terminations for convenience and default, contract closeout, compliance requirements, and best practices in contract administration. Students will learn the fundamental legal principles the courts and boards of contract appeals apply in interpreting the major clauses that impact contract administration.

Learning Objectives

- Understand government roles and responsibilities
- Identify constructive changes.
- Identify excusable delays and suspensions of work.
- Learn the rules governing inspection, acceptance, and warranties.
- Identify the grounds for default termination.
- Learn the rules governing terminations for convenience.
- Determine how to price adjustments.
- Learn about compliance rules and risks
- Understand best practices in contract administration

Dates & Topics

Session 1

- Overview
- Government Contracting is Different
- The Personnel
- Managing Contract Changes
- Government Monitoring, Inspection and Acceptance
- Delays

Session 2

- Terminations for Convenience
- Terminations for Default
- Contract Closeout

Session 3

- Claims
- Compliance
- Suspension and Debarment
- Best Practices in Contract Administration

Instructors:

Fred Geldon, Steptoe

Richard Lieberman, Senior Government Contracts Professional

Length: 4 days (90-minute sessions; 2:00PM – 3:30PM ET)

Credits: 6 CLE, 6 CLP, 7.2 CPE, .6 CEU

160. Government Contracting Fundamentals Virtual Class

The popular 3-day Fundamentals training is now available virtually with live instruction over the course of 8 weeks/sessions. You can attend in person at PCI in Washington, DC or virtually from any computer. The course provides an overview and discussion of the federal government contracting process, including the procurement laws, regulations, and practical requirements applicable to it. For those who are new, relatively inexperienced, or require a supervisory understanding of government contracting, this course will provide an overview that will thoroughly familiarize them with the federal contracting process, provide a strong foundation on which to build greater subject-matter expertise, and dispel common myths and misunderstandings. For those with some experience, the course will refresh understanding, heighten knowledge, provide context, sharpen issue awareness, and improve the ability to operate successfully in this highly complex and competitive field.

Who Should Attend:

This “fundamentals” course is designed to benefit both government and contractor personnel, including contracting officers; contract and subcontract administrators; contract, program, and item managers; finance and accounting personnel; engineers; attorneys (in-house, outside, government); and a wide variety of other professionals.

Part 1

1. [October 1 \(2:00-4:00pm ET\) Landscape, Players, Statutes and Regulations](#)
2. [October 3 \(2:00-4:00pm ET\) Contract Types](#)
3. [October 8 \(2:00-4:00pm ET\) Procurement Process](#)
4. [October 10 \(2:00-4:00pm ET\) Bid Protest & Compliance Issues](#)

Part 2 – Administration

1. [October 15 \(2:00-4:00pm ET\) Contract Administration](#)
2. [October 17 \(2:00-4:00pm ET\) Termination & Contract Closeout](#)
3. [October 22 \(2:00-4:00pm ET\) Compliance and Ethics](#)
4. [October 24 \(2:00-4:00pm ET\) Claims and Disputes](#)

Instructor: **Lou Chiarella**, Crowell

Tim Sullivan, Senior Government Contracts Attorney

Length: 8 days; 120 minutes each

Credits: 16 CLE, 16 CLP, 19.2 CPE, 1.6 CEU

161. Government Contracting Update Series

Welcome to PCI’s NEW virtual class series covering important regulatory and legislative updates in government contracting to be held three times annually. During each session, PCI will provide you an update outlining the changes, and your instructors Paul Pompeo, Arnold & Porter, Robin Schulze, Ernst & Young, and special guests, will provide analysis on the impact that these changes will have on you.

Join us for an interactive discussion on the latest changes and developments with:

- The Federal Acquisition Regulation (FAR)
- The Defense Federal Acquisition Regulation Supplement (DFARS)
- The Cost Accounting Standards (CAS)
- Defense Contract Audit Agency (DCAA) and the Defense Contract Management Agency (DCMA) policies
- Notable Legal Decisions

This series will help you and your team keep up with the complex and ever-changing rules for Federal contracting. We encourage you to bring your questions or send them to us in advance of each session.

Dates

March 29, 2016

August 30, 2016

December 6, 2016

Length: 3 days (90-minute sessions each; 12:00PM – 1:30PM ET)

Credits: 0.45 CEU (0.15 per session), 6 CLP (2 per session), 4.5 CLE (1.5 per session), 4.5 CPE (1.5 per session)

162. How to Define Clear SOW/PWS Requirements to Improve Your Service Contracts Virtual Class

Join a live session with seasoned experts discussing a proven method to improve results on service contracts. Clearly defining your requirement is the most important step in any acquisition. No matter how large or small your acquisition, you will learn how to define clear, concise, and measurable results-based requirements. Learn how to plan for, develop, and execute effective service contracts by applying proven processes and techniques structured around the free Acquisition Requirements Roadmap Tool (ARRT) Suite. Using the tools and techniques discussed in this session will enhance the quality of your requirements documents (SOW/PWS), decrease development time, and result in improvements in your service acquisitions.

Learning Objectives

- Understand and apply a proven seven step process to improve your service acquisitions.
- Apply a results driven step-by-step approach for developing your requirements document (SOW/PWS).
- Identify components of the ARRT Suite of tools designed to help you obtain performance results from the RFP, through source selection, and post-award performance monitoring.

Length: 1 day (90-minute session; 11:00AM – 12:30PM ET)

Credits: 0.15 CEU, 2 CLP, 1.5 CLE, 1.5 CPE

163. HR/Labor Compliance in Government Contracting

Little Mendelson, the nation's largest law firm devoted exclusively to workplace issues will present a multi-part series to help employers understand both the legal and business implications of operating as a government contractor. We have brought together thought leaders with experience in nearly every aspect of employment/labor-related federal and state legislation and regulations. In this series Littler will identify hot-button issues, provide practical advice, and answer your questions.

Topics & Dates

[September 15](#) - Overview of Federal Labor Laws for [Government Contractors](#) (SCA, DBA, FLSA, OFCCP and related Executive Orders)

[October 20](#) - Compliance Issues: Wage Rate Requirements (Construction), formerly known as the Davis-Bacon Act

[November 17](#) - Compliance Issues: Service Contract Labor Standards (formerly known as the Service Contract Act)

[December 15](#) - Compliance Issues: OFCCP

[January 19](#) - Subcontractor Compliance

[February 16](#) - Timekeeping and Compensation Practices

[March 15](#) - Collective Bargaining for the Federal Contractor

Length: 7 days (90-minute sessions each; 1:00PM – 2:30PM ET)

Materials: Slides, class exercises, workbook

Credits: 1.05 CEU (.15 per session), 11 CLP (2 per session), 10.5 CLE (1.5 per session), 12.5 CPE (1.5 per session), 10.5 PDU (1.5 per session)

164. Incurred Cost Submission Deep Dive

This course is intended to provide an overview of Incurred Cost Proposals, including the purpose, recommended format, requirements, rate structure considerations, allowability and allocability of cost, and current DCAA audit considerations. All sessions include the ability to ask questions regarding specific concerns or challenges participants are experiencing.

Outline & Topics

- **Introduction**
 - Incurred Cost Proposal Overview
 - What is the Purpose and Origin?
 - When is it Required?
 - Understanding the Requirements of Different Contract Types
 - Data Requirements
 - Allowability of Cost
- **Indirect Rate Structure and ICS Overview**
 - Direct vs. Indirect Costs
 - Indirect Cost Pools & Allocation Bases
 - Causal / Beneficial Relationships
 - Intermediate Cost Pools & Service Centers
 - Allocability of Cost
- **ICS Review**
 - Overview of Required and Optional Schedules
 - Examples of Required Schedules
 - DCAA Adequacy Checklist
 - DCAA Hot Topics

Length: 2 days (120-minute sessions; 12:00PM – 2:00PM ET)

Credits: 2 CLE, 2 CLP, 2 CPE, .2 CEU

165. Labor Regulations Compliance

Labor Regulations Compliance training is now available virtually with live instruction over the course of 3 weekly sessions. If you are not able to attend a session, all sessions are recorded and available for viewing throughout the year.

This virtual class series will cover labor regulations for federal contractors and best practices for labor and compliance.

Dates & Topics

- ☐ **The Ins and Outs of the Fair Labor Standards Act**
- ☐ **Service Contract Act and Davis Bacon Act**
- ☐ **Office of Federal Contract Compliance Programs (OFCCP), Affirmative Action Plans, and New Executive Orders**

Learning Objectives

- ☐ Develop basic competencies in essential labor compliance
- ☐ Learn to identify problems with regulatory compliance in solicitations
- ☐ Strategic planning objectives to stay competitive

Length: 3 days (150-minute sessions each; 1:30PM – 4:00 PM ET)

Materials: Slides, class exercises, workbook

Credits: .75 CEU, 8 CLP, 7.5 CLE, 9 CPE, 7.5 PDU

166. May the Clause be With You.

In this bi-weekly program, our experts will select and introduce to you—in a practical way—some of the most important but often misused FAR contract clauses in an easy-to-digest 50-minute Webinars. Some of those clauses, particularly those set forth in FAR PART 52, without doubt establish a critical foundation in every Federal Government Contract. You might even say they are the “Force” that binds a contract together! Thus, mastering when, how, and even if certain clauses should be referenced or used is a goal all should try to achieve. But due to the intimidation caused by the complexity of these clauses (especially for the beginner), that goal is often seen as impossibly out-of-reach. PCI and their expert FAR Clause Masters are ready to raise the level of your mindfulness and acumen of the FAR in a unique way.

Every session will lead to your understanding the “why” and “how” a selected clause should be used and, for prime contractors, how it should be used in federal subcontracts or adapted to commercial contracts. FAR and DFARS clauses that will be addressed throughout the year include those addressing the following topics:

- Contractor Ethics Codes/Business Ethics and Conduct
- Cybersecurity
- Audit and Records
- Inspection/Acceptance
- Acquisition of Commercial Items
- Cost and Pricing Analysis
- Allowable Costs and Payment
- Subcontract Management
- Government Property
- Termination
- and more!

A short, live question/answer session will also follow each webinar. This special program will also be available via recording, so you can increase your knowledge where and when you want to! Do not miss out on this extraordinary opportunity to have fun and raise the level of your FAR Clause knowledge from Padawan to Master. May the Clause Be with YouSM, always!

Length: 60 minutes each session: 12:00PM – 1:00PM

167. Meet the MASTers

Meet the MASTers is a monthly web-series covering anything and everything MAS (Multiple Award Schedule). The unique, round table format facilitates an interactive dialogue between the experts, guests, and students. Contracting professionals of all levels will gain insight on important issues from government, legal and industry perspectives. This monthly forum invites you to bring your questions directly to the MASTers throughout the course.

Dates & Topics

- August 19, 2015: A Guide to MAS Contracting
- September 9, 2015: Selling Products and Services Under MAS Contracts
- October 14, 2015: The CSP Disclosure Conundrum (Preparing Current, Accurate and Complete Disclosures)
- October 28, 2015: Pricing Part I (pricing, negotiations, EPAs, Cost-build, horizontal pricing comparisons, reselling)
- December 9, 2015: Holiday Wildcard Program – Current/Future MAS Trends
- January 20, 2016: Pricing Part II (pricing, negotiations, EPAs, Cost-build, horizontal pricing comparisons, reselling)
- February 17, 2016: Rocket Science, Brain Surgery and Dissecting the Price Reductions Clause
- March 16, 2016: Be Prepared! - MAS Audits and Contractor Assistance Visits
- March 30, 2016: Mitigate Risk, to Reap Rewards: Building Effective MAS Compliance Programs
- April 13, 2016: Houston, We Have a Problem that Calls for a Mandatory Disclosure
- May 11, 2016: Making Sense of Labor Related Issues Under MAS Contracts
- June 8, 2016: If I Could Fix the Schedules, I Would...

Learning Objectives

- The fundamentals of the MAS program from proposals and pricing to government audits and the mandatory disclosure program.
- Regulatory requirements and best practices to ensure compliance and achieve favorable pricing and contract terms.
- Potential impacts resulting from noncompliance and a poorly negotiated and structured MAS contract.
- About GSA's new and future programs and initiatives, how they will be affected as a contractor and how to best navigate the changes.

Length: 12 days (90-minute sessions each; 12:00PM – 1:30PM ET)

Credits: 1.8 CEU (.15 per session), CLP (2 per session), 18 CLE (1.5 per session), 21.5 CPE (1.5 per session)

168. Navigating SAM.gov

SAM.gov – System of Award Management, is the official U.S Government System offered to the public to help identify contract opportunities and data, find entity information, conduct entity reporting, report wage determinations, and complete your company SAM.gov registration. Due to the changes to SAM.gov's functionality and registration process over the last few years, contractors may find challenges in navigating SAM.gov. Join our experts Marie Salamone and Sammie Warnecki from Capital Edge Consulting as they explain the different tools and potential pitfalls while using SAM.gov.

SAMs.gov (System for Award Management):

- Overview – What is SAM.gov?
- Contract Opportunities and Contract Data
- Entity Information and Entity Reporting
- Entity Registration
- Federal Hierarchy
- Assistance Listings
- Wage Determinations
- Types of Information Required for Registration
- DUNS to UEI Change
- NEW – Entity Validation Process
- Administrator Transfer Process
- Significance of TIN, UEI, CAGE/NCAGE Information
- NAICS Codes and Small Business Size Determinations
- Repts and Certs
- Common Pitfalls
- Summary of Changes to SAM.gov
- Federal Service Desk Support

Length: 90 minutes, 12:00 pm – 1:30 pm

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

169. Negotiations via Email

Negotiations are a tough topic on their own; however, as more and more communication moves online, the negotiations landscape becomes more complex. In this webinar, we will explore the basics of negotiations, and then compare traditional person-to-person negotiations to the more direct yet more delicate process of negotiating entirely via email. To end the seminar, we will discuss how to apply these techniques in the Government contracting space.

Topics Include:

- Traditional Negotiation Strategies
- Why Negotiation Strategies Work
- Translating Negotiation Strategies to Email
- Email Negotiation Hazards & Helps
- Using Digital Negotiation in Government Contracting

Instructor: Tom Reid, Certified Contract Solutions
 Length: 1 day (120-minute session; 1:30PM – 3:30PM ET)
 Credits: 2 CLE, 2 CLP, 2 CPE, .2 CEU

170. Organizational & Personal Conflicts of Interest

This Organizational Conflicts of Interest Seminar will provide an in-depth analysis of both OCI theory and OCI practice. The workshop will first analyze different types of OCI's, regulatory provisions in the FAR and DFARS, and the obligations of both government and contractor as defined by the extensive and evolving case law from the GAO and courts. The next part of the seminar will provide practical, hands-on guidance to contractors (and counsel who advise and assist them) so that they can understand and address OCI issues to maximize business opportunities, make wise business choices, and avoid wasting Bid and Proposal resources on lost causes. Similarly, this guidance will be invaluable to government agency procurement officials who want to understand how they can identify and resolve OCI's. The workshop will provide examples and case-based discussion scenarios.

Learning Objectives

- Recognize the three types of organizational conflicts of interest and why they are important
- Identify requirements imposed by current FAR and DFARS regulations
- Understand treatment of OCI's by the GAO and Court of Federal Claims.
- Learn how to identify and mitigate organizational conflicts of interest

Instructor: Fred Geldon, Steptoe

Length: 2 days (90-minute sessions; 12:00PM – 1:30PM ET)
 Credits: 3 CLE, 3 CLP, 3.5 CPE, .3 CEU

171. Preparing for a Small Business Review

Length: 1 day (75-minute session; 2:00 pm – 3:15 pm ET)
 Credits: 1 CLE, 1 CLP, 1.5 CPE, .125 CEU

172. Professor's Forum

A Special Year for the Professor's Forum

Experience this unique opportunity. This popular webinar series with Professor Ralph Nash is now a virtual class. Each month Professor Nash and Tim Sullivan will broadcast live training from PCI's studio in Washington, DC. You can join us in person or log on and enjoy a dynamic dialogue with Ralph and Tim and learn about important contracting issues and best practices. This is also an excellent opportunity for you and your colleagues to join in a group environment and **bring your questions**.

Dates & Topics

- January 28 - Source Selection Process & Techniques
- February 25 - Proposal Evaluations: Cost and Non-Cost Factors
- March 31 - Contracting Authority
- April 28- Contract Interpretation
- May 26 - Contract Changes
- June 30 - Intellectual Property Issues for Primes and Subs
- September 29 - Subcontract Administration
- October 27 – Workforce Skills

Topics are subject to change

Length: 8 days (75-minute sessions each; 12:00PM – 1:15PM ET)
 Credits: 1 CEU (0.125 per session), 8 CLP (1 per session), 10 CLE (1.25 per session), 12 CPE (1.5 per session)

173. SMALL BIZ BASICS: Doing Business with the Federal Government as a Small Business

The Series is intended as an entry-level look at the Federal Acquisition Regulations (FAR) and its Supplements (DFARS, HHSAR, etc.), as well as the Small Business Administration (SBA) regulations for small business federal contractors.

U.S. Government policy is to work with small businesses whenever possible. There are special programs designed to help small businesses compete for federal contract and subcontracts and allow those businesses grow. There are also policies and regulations to ensure that small businesses are truly performing the work and growing their businesses in a sustainable way. The programs, policies, and regulations can be especially confusing for small businesses that have limited exposure to the federal acquisition system. The Series will cover five key topic areas: introduction, contracting basics, set-aside programs, contractor relationships, and graduation. Attendees may ask real time questions throughout the Series.

Instructor: Erin Davis, TAFT

Length: 5 days; 75-minute sessions

Credits: 6 CLE, 6.5 CLP, 7.5 CPE, .625 CEU

174. Software Bill of Materials

Following the instruction of Executive Order 14028, Improving the Nation's Cybersecurity, industry is preparing to secure the software supply chain. In this 1-hour webinar, join McCarter and English as they address the evolving requirements to ensure attendees are prepared for what is next.

During the course, attendees will learn about a variety of important topics, including:

1. Executive Order 14028 and its scope.
2. What is a Software Bill of Materials ("SBOM") and what are the minimum elements of an SBOM?
3. Federal SBOM guidance, issued from agencies such as the Cybersecurity & Infrastructure Security Agency, the National Telecommunications and Information Administration, and the National Institute of Standards and Technology, industry should be aware of and sensitive to.

What's on the horizon for SBOM?

Length: 1 day (60-minute session; 2:00PM – 3:00PM ET)

Credits: 1 CLE, 1 CLP, 1.2 CPE, .1 CEU

175. Subcontracting Summit Virtual Class

If you are perplexed by the twists and turns of subcontracting, the curve balls that prime contractors throw at you, and the challenges presented by your own subcontractors, we have just what you need! Join our instructors Cy Alba, Tim Sullivan, Bill Walter, as well as special guests, for PCI's "Subcontracting Summit," a series of nine 75-minute virtual webinars beginning in January.

You and your colleagues are invited to participate as our experienced faculty explains virtually every aspect of the subcontracting process over the nine-part series, using case studies based on actual events whenever possible. Whether you are a prime contractor preparing subcontracting plans or dealing with subcontracting plan audits, a subcontractor losing work share or not being paid, or trying to understand why certain terms show up in subcontracts and how the regulations relate to them, our instructors will provide you with real-life answers and guidance each month. Further, you will hear how each side views a particular subcontracting challenge and how smart contractors have resolved them. You will develop a

better understanding of what the Federal government's role in the process is, despite its attempts to stay out of it.

Our program will run every fourth Tuesday from 2:00 p.m. Eastern to 3:15 Eastern beginning January 22, except for July, August, and December. Can you spare the time to participate in this exciting program? Of course you can! In fact, you cannot afford to miss it!

Framework for each session:

- Background
- Case studies/Anecdotes
- Case law
- Best practices
- Q&A: Bring your questions!

Dates and Topics

All sessions run from 2:00 pm to 3:15 pm (ET).

- January 28: Overview of Subcontracting and FAR Part 44
- February 25: Joint Ventures and Teaming Agreements
- March 24: Risk Management
- April 28: Flowdowns
- May 26: Subcontracting Plans
- June 23: Best Practices in Prime's RFP Development
- September 22: Subcontract Pricing
- October 27: Purchasing Systems
- November 24: Administration

Credits: CLP: 1.0 credit per session; 9.0 credits for entire series

CPE: 1.5 credit per session; 13.5 credits for entire series.

CLE: 1.0 credit per session; 9 credits for entire series.

CEU: 0.13 credit per session; 1.17 credits for entire series.

176. Successful Proposals: From Preparation to Award

This two-part course is an in-depth study of the FAR Part 15 source selection process from both industry and Government perspectives. The instructor will use lectures, real-world examples, and seminars to explain the intricacies of this critical phase in the pre-award procurement process. Both sessions will highlight best practices for industry and Government employees to achieve success: contract award (for industry) and a best value contract (for the Government).

The course will include an examination of:

- Drafting the Government's solicitation and evaluation criteria
- Pre-solicitation engagements between industry and Government
- Proposal drafting
- Proposal evaluation
- Competitive range
- Discussions
- Proposal evaluations (second round)
- Award decision
- Debriefings
- Protests
- Incorporating "lessons learned" by industry for future proposals

Instructor: Marci Lawson, Senior Government Contracts Attorney

Length: 1 day in-person or 2 days; 4-hour sessions
Credits: 8 CLE, 8 CLP, 9.6 CPE, .8 CEU

177. Timekeeping Requirements

Timekeeping training is now available virtually with live instruction over the course of 2 weekly sessions. If you are not able to attend a session, all sessions are recorded and available for viewing throughout the year.

One of the foundational requirements unique to Federal contractors is tied to timekeeping. This course focuses on timekeeping requirements and helps to separate the myths from the realities surrounding this cost accounting element. As a federal contractor it is not just timekeeping that makes labor compliant. This course guides participants through writing policies and procedures, laws that govern wages, audits, and how to prepare employees for audits. This course is beneficial for company personnel who are new to government contracting and want to assist their workforce in transitioning to a world of labor compliance. This course serves as a guide through those specific regulations as well as best practices for labor and compliance.

Learning Objectives

- A better understanding of the important role that regulations play the Government contracting process
- A clear picture of how the statutes and regulations are related
- An understanding of why knowledge of the regulations is so critical to all contracting parties
- An understanding of the role that the regulations play in the subcontracting process, including dealing with flow-down clauses
- A practical approach to any problem through the regulations

Length: 2 days (150-minute sessions each; 1:30PM – 4:00PM)
Credits: .5 CEU, 5 CLP, 5 CLE, 6 CPE

178. Types of Government Contracts Basics

Over the last few years, we have all heard significant discussions, and have likely seen a deluge of email/magazine articles around the Government's application of flexible acquisition strategies and accordingly the application of flexible contract/agreement approaches. But when we in industry look at (or listen to) that information being presented, do we form a clear "picture" in our minds of what that means to our organization as far acquisition opportunity development, or contracting for a subsequent "win"? On the Government of the acquisition, are we aware of just how flexible the approaches are? Are we also aware of the risks that come with that flexibility? (Including the risks associated with unintentionally limiting industry response/competition?) To help answer these questions and others, we provide a survey of FAR and non-FAR based contract/agreement strategies as well as contract execution types (e.g., Fixed Price types versus cost-based types).

Learning Objectives

During this session, this class will focus on:

- Content & authorities for use
- Associated contract or agreement types allowed
- Restrictions
- Common applications
- Pros & cons
- We will share select discussions on
 - So many choices – narrowing it down
 - Comparing Contract Strategies
 - Contract types
- So, what do I do with all this information now?

Length: 1 Day (90-minute session; 12:00 – 1:30 PM ET)

Credits: 1.5 CLE, 2 CLP, 1.8 CPE, .15 CEU

179. Understanding and Protecting Technical Data Rights

The program will include a discussion on government data rights under both the FAR and DFARS, SBIR/STTR technical data rights, protecting intellectual property when performing on government contracts, data rights under grants, cooperative agreements, and other transactions (OTs or OTAs), and emerging topics in technical data.

Instructor: Erin Davis, Taft Law

Length: 1 Day (4-hour session; 12:00 – 4:00 PM ET)

Credits: 4 CLE, 4 CLP, 4.8 CPE, .4 CEU

180. Understanding IDIQs: Alliant 2 and Alliant 2 Small Business Basics

The next generation of the General Services Administration's IT services government wide acquisition contracts (GWACs) -- Alliant 2 Unrestricted and Alliant 2 Small Business -- promise to be the largest IT services contracts of the next decade. They are being awarded through an innovative new IDIQ evaluation methodology and contain several features that could be transformational in IDIQ management. For government buyers, this class will provide an understanding of how Alliant 2 may fit in their contract portfolios. For industry, this class will provide a basic overview to help inform bidding decisions.

Learning Objectives

During this session:

- Attendees will learn how Alliant 2 will be structured during the evaluation period and the ordering period.
- Attendees will gain an understanding of the likely order flow through the new contracts.
- Attendees will get information that can help them evaluate whether they will use the contracts in the future (government) or whether they should bid on the contracts (industry)

Length: 1 day (60-minute session; 2:00PM – 3:00PM ET)

Credits: 0.1 CEU, 1 CLP, 1 CLE, 1 CPE

181. Understanding IDIQs: How the New Scorecard Methodology is Revolutionizing IDIQs

The General Services Administration has developed a revolutionary methodology for evaluating bidders for large multiple-award IDIQs. The new scorecard methodology has or is being used to create the largest professional services, IT services, training and building maintenance IDIQs in the history of the

government. For contracting professionals, the methodology offers another means of creating IDIQs other than the traditional tradeoff and LPTA approaches. For industry, the methodology represents a new way of doing business with the government.

Learning Objectives

During this session:

- Attendees will learn about the policy and business underpinnings of the scorecard methodology.
- Attendees will be provided with a comparative analysis of IDIQs created using LPTA, tradeoff and scorecard methodologies.
- Attendees will be given an understanding of how the scorecard methodology has impacted procurements in the real-world.

Length: 1 day (60-minute session; 2:00PM – 3:00PM ET)

Credits: 0.1 CEU, 1 CLP, 1 CLE, 1.2 CPE

182. Words Matter – Explore Key Words and Phrases in FAR Part 2.101

Whether you are a contractor, subcontractor, or government employee, you must be able to understand and properly interpret the language in solicitations, contracts/subcontracts lest you risk finding yourself missing an opportunity, in a breach, a dispute, a termination and/or incurring otherwise avoidable additional costs.

The purpose of this class is to help you find success and avoid expensive mistakes through an hour-long exploration and discussion of key words and phrases set forth in FAR Part 2.101 as well as the basic rules of contract interpretation and how they play a role in some of the most important contract clauses found in every Government contract.

Who should take this seminar, you might ask? In short, anyone whose job requires the reading, use, and understanding of a FAR-based solicitation, contract, or subcontract. Given the nature of this class, this is also a great jumping-on point for anyone new to U.S. Government contracting.

So, if you are interested in expanding your knowledge on the importance of “words” and their special meaning in the FAR, come join Steve Daoust – PCI’s Host of Fun with the FARSM — on January 31.

This class will be available as a live virtual training.

Instructor: Steve Daoust

Length: 1 day; 60-minute session

Credits: 0.1 CEU, 1 CLP, 1 CLE, 1 CPE

On-Demand Programming

PCI offers two types of on-demand programming:

- eLearning – Tracked, interactive, and unique-to-industry trainings delivered at your pace!
- Recorded Programs – Recorded copies of PCI’s live webinars.

11. eLearning vs Recorded Training

eLearning is self-paced training, in a managed environment. These trainings have interactive quizzes, tracking, and automated features. PCI’s eLearning trainings are a learning environment that is fun, self-contained, and designed for an on-demand environment. PCI’s eLearning can be enjoyed in your LMS or on our website!

Recorded Trainings are video files of live programs we have run in the past – while the polling questions can be seen, they cannot be interacted with. The program also moves at the pace of the original

program – rather than the learner’s pace. More than 500+ hours of recorded training on virtually every topic in Government Contracting!

12. eLearning Subscription

PCI’s eLearning All-Access subscription contains all of PCI’s eLearning trainings and the entirety of the Recorded Trainings Library. Currently 70+ on demand trainings are available totaling 200+ hours, and new classes are being added regularly.

13. Recorded Training Subscription

PCI presents the *Recorded Training Subscription*! This subscription gives you access to a *massive* library consisting of hundreds of hours of recorded training. PCI’s recorded training subscription can help you bring your team up to speed and keep them educated and entertained! To view a list of programs in the *Recorded Training Subscription*, [click here](#).

PCI’s on-demand subscription library includes public contracting essentials such as:

- Government Contracting Fundamentals
- Subcontracting Summit
- The Professor’s Forum with Ralph Nash and Tim Sullivan
- Demystifying Intellectual Property/Data Rights in Government Contracting Series
- More than a four hundred other classes available in the library

PCI’s library is deep enough that there will be a class relevant to you every time you need training. PCI is constantly adding new programs, lectures, and classes to the recorded training library. To learn more, [click here](#).

All classes are customizable in length and content!

Appendix B – Instructor Bios

PCI Mason Instructors & Consultants



Larry Allen, President, Allen Federal Business Partners

Larry Allen has over 20 years' experience in government acquisition. He has provided critical information and advice to most of the top 10 federal contractors doing business with the government today. His relationships in, and knowledge of, the federal contracting arena are second to none. He is routinely sought out by contractors, investment firms and other consultants to provide expert insight into various aspects of the federal market, including spending trends, market leaders, acquisition policy, and the opportunities to shape federal acquisition via coordinated government affairs campaigns.

Larry has written or contributed to three books on government contracting, including Multiple Award Schedule Contracting (contributing author), The Secret of Schedules Sales Success> (primary author), and Business to Government (contributing author). He has written numerous articles on the state of federal acquisition in periodicals such as "Federal Computer Week" and "The Federal Times". He regularly teaches classes on government acquisition and has been a guest of the governments of South Korea, Canada, and Great Britain speaking on the topic of how foreign companies can do business in the US government marketplace.

For over 20 years Larry led the Coalition for Government Procurement, a leading non-profit association of government contractors. He joined the Coalition when it had a membership of 90 companies and a budget of a little over \$100,000. He led the growth of the association into a brand-name organization with over 330 corporate members and a sizable operating budget. Along the way he wrote parts of several landmark acquisition bills, promoted common sense regulations, and helped modify or defeat proposals that would harm the ability of government contractors to conduct federal business that provided a fair return for their efforts.

Larry is an expert in GSA and VA Multiple Award/Federal Supply Schedule contracting, as well as GWAC and IDIQ contracts. He served as a member of the Multiple Award Schedule Advisory Panel and the "Federal Contracts Report" Board of Advisors. He has testified often before committees of the US Senate, House of Representatives, and several state legislatures. He hosts his own radio show on government procurement, "Off the Shelf" on Federal News Radio in Washington, DC.



Rick "A to Z" Agopsowicz, Executive Vice President, Business Capture & Public Sector Execution, CORTAC Group, Inc.

Rick A to Z" leads CORTAC's Business Expansion Team supporting clients in establishing and achieving their Business Objectives through Market Analysis, Pipeline Development, Business Development, Capture, and Proposal Leadership, Negotiations, and Program Start-up & Execution within Government and Private sectors.

"A to Z" has over 45 years of Government and Industry experience in operations and acquisition across R&D and operational program development, complex program management, systems development engineering, Information Assurance, Information Operations/Cyber Development & Special Technical Operations, and business capture. During his preceding 30-year career with the U.S. Air Force, he held positions from B-52 operational squadron level up to that of Director at the Air Force Information

Warfare Center. He has spent 15+ years as an industry senior executive working with over 50 clients with winning and executing programs across 42 Federal Agencies and 17 State & Local Governments. He has worked in defense, homeland security, intelligence, energy, health and human services, biotechnology & life sciences, and IT/telecommunications. "A to Z" is actively involved in the Professional Services Council, Washington Homeland Security Roundtable/Coast Guard Industry Academy Alumni Association, University advisory roles, and Technology Incubators & Accelerators. He often is a guest speaker at Defense Acquisition University advanced DAWIA Program Management and Contracting Officer courses or speaking publicly on Accessing Government non-dilutive R&D Funding; as well as Best Practices in Business Capture Leadership.



Cy Alba, Partner, PilieroMazza

Is a Partner at PilieroMazza. He counsels clients in a broad range of government contracting matters before government agencies and Federal courts that includes overall regulatory compliance with all of SBA's Small Business programs. Cy represents small and mid-sized companies looking to structure compliant teaming, joint venture, and mentor-protégé agreements. He handles the prosecution and defense of small business size and status protests and appeals before SBA and OHA, as well as bid protests before GAO, COFC, and the U.S.

Court of Appeals for the Federal Circuit.

Cy's work for the firm's federal contractor clients also includes preparation, negotiation, and prosecution of Contract Dispute Act claims, Requests for Equitable Adjustments, termination for convenience settlements, defense of suspensions and debarments, the preparation of Organizational Conflict of Interest ("OCI") mitigation plans and counseling related to OCI issues, as well as FAR/DFARS Data Rights issues, IP licensing, copyright, and trademark issues.

Mr. Alba also counsels clients with complex corporate restructuring, mergers and acquisitions, and equity and employee incentive plans, where small business and other federal regulations play a critical role in the transactions, especially in situations where the avoidance of affiliation or ongoing compliance with federal procurement rules are paramount.



Nichole Attallah, Partner, PilieroMazza

Nichole counsels employers and their compliance professionals on a broad range of labor and employment matters, including employment discrimination, wage and hour, family and medical leave, labor union negotiations and grievances, executive compensation, and reductions in force. Nichole's primary goal in representing employers is to help guide them through difficult situations, proactively address compliance, and avoid costly disputes.

Nichole advises clients with Department of Labor compliance audits and investigations and works proactively with clients via educational programs and training sessions to establish and maintain effective human resource policies that discourage employment disputes and lawsuits. She proactively advocates on behalf of clients that have a unionized workforce, assisting them during collective bargaining negotiations, labor-management disputes, and disputes pending before the National Labor Relations Board. Nichole also assists business owners and their management teams in general business matters, such as interpreting and drafting employee compensation and benefit arrangements and confidentiality, non-compete, non-solicitation, and separation agreements.

Government contractors rely on Nichole's substantial expertise with FAR Part 22 compliance, including the Service Contract Labor Standards (the Service Contract Act), Construction Labor Standards (the Davis-Bacon Act), and the Office of Federal Contract Compliance Programs requirements specific to

government contractors. Nichole also offers guidance to tribally owned entities regarding their unique labor and employment issues, including Native American preference, sovereign immunity, and Title VII jurisdiction.



Paul Bailey, Partner, Capital Edge

Mr. Bailey has broad experience with federal procurement rules and regulations through combined industry & public accounting experience.

Paul is experienced with conducting due diligence & audits of contractor business practices from finance to contract administration & compliance. Over his 35+ year career, Paul has provided expert advice & testimony for contractors and their counsel, private equity firms & Agencies on the administration of grants, contracts, & quantum of complex government accounting & compliance dispute resolution.

Mr. Bailey joined Capital Edge from Harris Corporation, where he was Corporate VP of Government Accounting and Compliance. Paul has orchestrated and directed several CAS External Restructurings of Segments to align cost allocations and synergies following major acquisitions and integration. Paul has significant experience in design & implementation of business systems to satisfy combined government & commercial operations. Paul has held VP roles of major contractors leading Contracts, Subcontract Administration, Procurement, Estimating and Pricing functions for both A&D manufacturing and A&E construction.

While in public accounting, Paul was responsible for the Department of Energy's outsourced audits including Incurred Cost and Price Proposals, FAR, CAS, and Business System adequacy. Paul has conducted audits for and on behalf of the Federal Bureau of Prisons, DoT, DoJ, & DoE, including its OIG.

He has assisted counsel before the Air Force and HHS Suspension and Debarment Offices on False Claim (labor) matters.

Mr. Bailey has been admitted under GAO protective orders where he has consulted on cost/pricing evaluations and regulatory compliance matters. Paul has testified before the Civilian Board of Contract Appeals on FAR 31.2 and 2 CFR § 200 Cost Principle matters.

Mr. Bailey is a CPA licensed in Virginia. He is the former Chair of the Contract and Acquisition Management Committee and is a current Procurement Executive Committee Board Member of the NDIA. Mr. Bailey was awarded NDIA's prestigious Howard H. Cork Memorial Award for contributions to the government and industry defense procurement community.

Publications by Paul include Predicting the Unpredictable; Protecting Aerospace & Defense Companies against Fraud, Reputation and Misconduct Risk and Exploring IFRS, Practical Business Guidance – Government Contract Considerations.

Mr. Bailey is a frequent speaker on current legislative and regulatory developments impacting government contractors for Federal Publications Seminars and Public Contracting Institute. Mr. Bailey has broad experience with federal procurement rules and regulations through combined industry & public accounting experience. Paul is experienced with conducting due diligence & audits of contractor business practices from finance to contract administration & compliance. Over his 35+ year career, Paul has provided expert advice & testimony for contractors and their counsel, private equity firms & Agencies on the administration of grants, contracts, & quantum of complex government accounting & compliance dispute resolution. Mr. Bailey joined Capital Edge from Harris Corporation, where he was

Corporate VP of Government Accounting and Compliance. Paul has orchestrated and directed several CAS External Restructurings of Segments to align cost allocations and synergies following major acquisitions and integration. Paul has significant experience in design & implementation of business systems to satisfy combined government & commercial operations. Paul has held VP roles of major contractors leading Contracts, Subcontract Administration, Procurement, Estimating and Pricing functions for both A&D manufacturing and A&E construction. While in public accounting, Paul was responsible for the Department of Energy's outsourced audits including Incurred Cost and Price Proposals, FAR, CAS, and Business System adequacy. Paul has conducted audits for and on behalf of the Federal Bureau of Prisons, DoT, DoJ, & DoE, including its OIG. He has assisted counsel before the Air Force and HHS Suspension and Debarment Offices on False Claim (labor) matters. Mr. Bailey has been admitted under GAO protective orders where he has consulted on cost/pricing evaluations and regulatory compliance matters. Paul has testified before the Civilian Board of Contract Appeals on FAR 31.2 and 2 CFR § 200 Cost Principle matters. Mr. Bailey is a CPA licensed in Virginia. He is the former Chair of the Contract and Acquisition Management Committee and is a current Procurement Executive Committee Board Member of the NDIA. Mr. Bailey was awarded NDIA's prestigious Howard H. Cork Memorial Award for contributions to the government and industry defense procurement community. Publications by Paul include Predicting the Unpredictable; Protecting Aerospace & Defense Companies against Fraud, Reputation and Misconduct Risk and Exploring IFRS, Practical Business Guidance – Government Contract Considerations. Mr. Bailey is a frequent speaker on current legislative and regulatory developments impacting government contractors for Federal Publications Seminars and Public Contracting Institute.



Chad Braley, CEO and Founder, Capital Edge Consulting

Chad Braley is the Chief Executive Officer and Founder of Capital Edge Consulting, LLC. Since its inception, Capital Edge has grown into the country's leading firm, focusing solely on serving both foreign and domestic contractors who do business with the US Government.

Chad's areas of expertise include the Cost Accounting Standards (CAS), Federal Acquisition Regulations (FAR), agency supplement regulations, Contractor Accounting, Purchasing, Estimating, MMAS, and EVM Business Systems, Truth in Negotiations Act, government accounting requirements Incurred Cost Submissions (ICS), DCAA Audits support and preparation, other regulatory non-compliance support, Terminations, Requests for Equitable Adjustment (REA), ERP systems and risk mitigation.

Chad serves government contractors ranging in size from small businesses to Fortune 100 companies with full contract lifecycle support in the areas of accounting, contracts, compliance and training. His clients work in a wide range of industries, including aerospace, biotech and life sciences, defense and homeland security, education, energy, health care, information technology, intelligence and manufacturing. Chad has successfully supported clients in developing and implementing compliance controls, policies, processes, and procedures to successfully mitigate the risk of regulatory noncompliance and has helped more than 250 companies successfully complete government audits. He has also assisted numerous clients in resolving allegations of non-compliance and supported his clients in claiming over \$50 million of additional costs to which they were entitled. Chad has extensive experience in Cost Accounting Standards and has helped companies develop their CAS Disclosure Statements, change cost accounting practices, develop cost impact statements and defend against allegations of noncompliance.

Chad also supports his clients in implementing and reviewing both new and existing business systems related to accounting, estimating, purchasing, billing, labor charging, material management, and earned value. He has supported numerous clients in either acquiring or divesting businesses and has led a significant number of government contract compliance due diligence engagements to mitigate risks during the merger and acquisition process. He has helped assess the compliance infrastructure of numerous organizations to ensure each organization can successfully meet its compliance requirements, while minimizing impacts to operational efficiencies.



Stephen Brewer, Director, BakerTilly

Steven Brewer is a director Baker Tilly's government contractor solutions practice. Steven has more than 10 years of experience providing specialized pricing, compliance, negotiation, audit and litigation support services to government contractors across a variety of industries. He has worked with a variety of contractors providing services related to federal supply schedule contracts, including proposal preparation, option extensions, contract compliance and audit and litigation support. Steven has also worked with contractors on other contract compliance and proposal-related matters, including supporting commercial item determinations and pricing reasonableness.



Ryan Byrd, Managing Director, Berkeley Research Group

He has experience providing consulting, financial advisory, and audit services to companies and organizations that range from middle market to the Fortune 100. He has in-depth experience with the Federal Acquisition Regulation (FAR), Cost Accounting Standards (CAS), and other federal government procurement regulations.

Mr. Byrd's expertise includes working with companies in a variety of industries, including professional services, aerospace, defense, manufacturing, information technology, telecommunications, biotech, and not-for-profit organizations, all of which receive federal funds. He has advised numerous commercial companies on how to adapt practices to conform to the unique government contracting regulated environment.

Mr. Byrd has experience with all forms of government contract acquisition matters, from competitive procurements to commercial item exemptions. He advises throughout the entire life cycle of government contracts and provides expert advice on complex government contract accounting and contract administration-related matters.

Mr. Byrd has worked with companies on merger and acquisition assignments on both the buy-side and sell-side, and provides due diligence support to identify issues/benefits associated with cost accounting and other regulatory impacts associated with the transaction. He has assisted companies to prepare and deliver voluntary disclosures, with results and findings presented in connection with settlement negotiations.



Ki Capitano, Consultant, Capitano Consulting

Ki is a Consultant with Capitano Consulting providing consultation, advice, assistance, and training on Government contract financial and other regulatory compliance matters. Ki began his career in Government contracting in 1976, working as a contract auditor for the Defense Contract Audit Agency (DCAA). While with the DCAA, he performed a full range of contract audits of Government contractors and contract audit functions. He worked as an instructor at DCAA's contract audit institute in Memphis, TN designing, developing, and delivering training courses to DCAA auditors and managers in both technical and managerial subjects, as well as supporting briefings to industry and other Government agencies, and worked at DCAA headquarters as program manager, responsible for a variety of audit initiatives. Ki also worked for KPMG Peat Marwick as a manager responsible for designing, developing, and delivering training courses and providing expert advice to clients regarding Government contract regulatory compliance issues in a wide variety of areas.



Jason Carey, Partner, Covington & Burling, LLP

Recognized by *Chambers* as one of the nation's top bid protest lawyers and government contracts practitioners, Jay Carey represents clients in complex, high-stakes government procurements often worth billions of dollars. He is a vice-chair of the firm's Government Contracts practice group and a co-chair of the Aerospace, Defense, and National Security industry group. Jay has won bid protests collectively worth more than \$100 billion, for clients across a range of industries — including aerospace & defense, energy, healthcare, biotechnology, cybersecurity, IT, and telecommunications. He litigates protests before the U.S. Government Accountability Office (GAO); the Court of Federal Claims (COFC); and state tribunals across the country. A list of his recent wins can be found under the "Representative Matters" tab. In addition, Jay advises clients on compliance matters, conducts internal investigations, and defends against investigations by federal and state agencies. He also counsels clients on matters related to the formation of government contracts, including organizational conflicts of interest and the protection of intellectual property rights when entering into procurement contracts, grants, cooperative agreements, and "Other Transaction Authority" agreements with the government.

Jay serves as co-chair of the American Bar Association Public Contract Law Section's Bid Protest Committee.



Margaret M. Cassidy, Esq, Principal and founder of Cassidy Law -

Margaret Cassidy is principal and founder of Cassidy Law. Margaret advises organizations to strategically and tactically design, implement and improve legal, ethical, governance programs.

Margaret focuses on advising clients as they interact with U.S. and non-U.S. governments in areas such as government procurement, supply chain, "know your business partner", anti-corruption, ethics, conflict of interest, and national security laws. Margaret counsels clients on identifying and complying with the U.S. Federal Acquisition Regulations, Defense Acquisition Regulations and on U.S. corruption laws like the FCPA. She works with businesses to manage foreign ownership, control and interest (FOCI) in compliance with the U.S. government's processes and requirements related to the Committee on Foreign Investment in the United States, CFIUS as well as with national security laws like the NISPOM.

Margaret also conducts internal investigations and represents U.S. and non-U.S. organizations when facing a government investigation, government audit, or suspension and debarment. Prior to launching Cassidy Law, Margaret held positions as PricewaterhouseCoopers' Government Ethics and Compliance Leader and GE Transportation's Global Ethics & Compliance Counsel. At both organizations, she had compliance and ethics leadership responsibilities and worked closely with business leaders to develop proactive strategies designed to mitigate legal and reputational risks while supporting business goals and objectives. Having worked closely with businesses, she brings a practical business approach when advising her clients.

Earlier in her career she was both a local and state prosecutor and handled investigations and prosecutions involving fraud, public corruption and other crimes.

The American Bar Association named Margaret as one of eleven lawyers who inspired in 2019 for her work in starting and managing a group of women lawyer-entrepreneurs, the League of Women Lawyers. Margaret speaks and writes regularly on issues lawyers and organizations face such as: developing ethics, compliance and social responsibility programs; managing through an organizational crisis; and on third party and supply chain risk management.

Margaret is co-editor and co-author of the ABA published book, *The Corporate Social Responsibility Handbook, Practical Guidance for Corporate Counsel and Law Firms*.

She is the immediate past-chair of the ABA Business Law Section Corporate Compliance Committee and is on the ABA Business Law Section's Publications Board.

Margaret currently serves as a court-appointed member of the D.C. Board of Professional Responsibility, a position she was appointed to after serving for several years as a hearing officer conducting hearings on attorney discipline matters.

Margaret earned a B.S. in Finance from Miami University in Oxford, Ohio and, after graduating from the University of Pittsburgh School of Law, clerked for the Ohio Court of Appeals. She is a member of the D.C., Ohio, Pennsylvania (inactive) and New York (inactive) bars. She lives in the DC area with her husband, but regularly voyages to Ohio for business and to see family and friends. In addition to lawyering, Margaret is a photographer and has had her photographs displayed professionally.



Lou Chiarella, Senior Counsel, Crowell & Moring LLP

Louis A. (Lou) Chiarella is one of PCI's preeminent government contracting instructors, where he teaches a wide range of topics in an energetic, engaging approach. When not teaching for PCI, Lou works as Senior Counsel at the law firm of Crowell & Moring LLP in its Government Contract practice group. Here he advises clients on a broad range of legal issues, such as bid protests; contract formation and administration issues generally; business and compliance matters; suspension and debarment; ethics and conflicts rules; and OCI mitigation strategies. And finally, when not advising clients, Lou is an Adjunct Professor of Law at the George Washington University Law School, in its Government Procurement Law Program.

From 2001 to 2022 and culminating as Deputy Assistant General Counsel, Mr. Chiarella worked at the U.S. Government Accountability Office (GAO) where he decided more than 2,500 bid protests involving challenges to the solicitation and award of contracts across the entire federal government. He was also a member of the GAO Contract Appeals Board where he adjudicated contract dispute appeals involving legislative branch federal agencies. From 1988 to 2001, Mr. Chiarella served as an active-duty Army

Judge Advocate, culminating with his assignment as Associate Professor, Contract and Fiscal Law Department, Army Judge Advocate General's Legal Center and School. From 2001 to 2018, COL Chiarella served another 17 years as an Army reserve judge advocate. His assignments during this time included: Military Appellate Judge; Reserve Chief Trial Attorney; Assistant General Counsel (Ethics and Fiscal); and finally, Chief Counsel of the Army Futures Command Task Force, which resulted in the Army's largest acquisition-related reorganization in 50 years.

Mr. Chiarella received a bachelor's degree in political science from the University of Notre Dame; a juris doctor from the State University of New York (SUNY) at Buffalo; a master's degree in international affairs from Catholic University of America; and a masters of law degree from the U.S. Army JAG School (<https://www.linkedin.com/in/louis-a-lou-chiarella-75b2548b/>).



Stephen Daoust, President, Go FARther Consulting

Go FARther LLC is a consultancy which specializes in providing best in class training, coaching, and advisory services to private and public sector customers who desire to achieve a higher level of proficiency and success in working within Federal Government acquisition/procurement systems as well as developing best in class contract management operations and government contract ethics and compliance programs. Steve also provides one-on-one mentoring and coaching sessions with those providing legal, contracts or

procurement services in the private sector to help "raise their game" to a higher level of effectiveness and proficiency.



Erin Davis, Partner, Taft Stettinius & Hollister LLP

Erin regularly supports the transactional needs of clients, as well as litigation needs such as bid protests to the Government Accountability Office (GAO) and Court of Federal Claims (COFC) and requests for equitable adjustments (REAs), claims, and disputes before the Contract Board of Appeal and other federal courts. Erin offers practical advice designed to comply with the ever-changing laws and regulations in increasingly competitive federal acquisitions.

With a particular focus on small business and innovative research, Erin works extensively with small businesses and their partners related to U.S. Small Business Administration (SBA) regulations, set aside programs, and eligibility, size determinations, size protests, and appeals before the Office on Hearings and Appeals (OHA). Erin assists clients working in research and development (R&D) in understanding their technical data rights and rights in software (intellectual property rights) and, more importantly, protecting their IP rights when working with government funding.

Nikel Davis, Director, Accounting at Caring Cross



Nikel Davis is an experienced professional in accounting and finance, with a background in various leadership roles such as Director of Accounting, Sr. Finance Manager, and Co-Founder/CFO. With a strong educational foundation including an MBA in Executive Leadership, Nikel has successfully managed all aspects of Accounting and Finance for multiple companies throughout their career.



David Drabkin, Drabkin & Associates, LLC

David's passion is to actively serve the acquisition community by providing consulting services on all aspects of US government contracts, on compliance issues associated with contracting with the US Government and on international contracting issues (both in developing international systems and on how international companies can best compete in marketplace). Given his wide breadth and depth of uniquely qualified to provide training on

the US government experience, he is contracting with the US government, provide neutral services on US government contracting matters and serve as an expert witness on the various aspects of the US government contracting process. All of his services take into consideration the increasing importance of Cyber on the government contracting process, compliance with newly-issued government requirements and their impact on how companies do business with the Federal government. He intends to continue my work in positively influencing both Congress and the Executive Branch in the creation of acquisition policy and the manner in which such policy should be implemented, whether by direct implementation, implementation through collaboration with various industry associations or by influencing international bodies on the development of their government acquisition systems.

His background includes work in the Department of Defense, the General Services Administration and the Homeland Security and Government Affairs Committee (HSGAC) of the United States Senate. He has presented numerous times at professional conferences (at both national and international venues) on the government acquisition system and process at Federal, State and Local levels.

Barbara Duncombe, Partner, Taft Stettin & Hollister LLP

Barbara is an attorney who advises regional and national businesses on the legal and compliance issues that arise when doing business with the government. For over 30 years, she has worked with general counsel, business decision makers, prime contractors, subcontractors, and public buyers on a variety of public contracts issues. Barbara's collegial, hands-on approach with clients has established her as a go-to resource for help with resolving public contract formation, administration, performance, payment, and dispute resolution issues.

When necessary, Barbara has successfully used Alternative Dispute Resolution and litigation to resolve her clients' government contracts issues. She has experience litigating protests in front of the Government Accountability Office (GAO), federal claims before the Armed Services Board of Contract Appeals (ASBCA), protests and federal claims before the U.S. Court of Federal Claims (COFC), and other procurement-related matters in various federal and state jurisdictions.

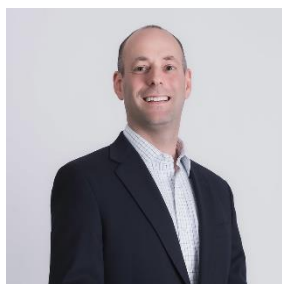


Lyle Eesley, Senior Consultant, Reed Integration, Inc.

Lyle Eesley is a Senior Consultant with Reed Integration, Inc. A management consultant/trainer with over 30 years of acquisition and leadership experience. Former Director of the Learning Center of Excellence for Services Acquisition at the Defense Acquisition University (DAU). Wrote the "DOD Guidebook for the Acquisition of Services" incorporating a comprehensive seven-step process. Pioneered the development and launch of new DAU courses and innovative user tools focused on improving the acquisition of

services. Director of Contracting for three Air Force Major Commands, Competitive outsourcing experience: Built dramatically new and comprehensive business strategy to support \$2.5 Billion

competitive outsourcing program. Held an unlimited warrant as a Contracting officer. Served as National Director on the Board of Directors for the National Contract Management Association and has authored several articles for Contract Magazine on service acquisition.



Scott Felder, Partner, Wiley

Scott helps clients identify, protect, manage, and enforce their intellectual property rights. His practice focuses on the complex intellectual property issues confronted by government contractors, including patent rights and rights in technical data and computer software, with emphasis on the aerospace, defense, and intelligence sectors. Scott routinely represents clients in intellectual property disputes and negotiations with the government.

As the head of the firm's Patent Prosecution practice, Scott also represents clients before the United States Patent and Trademark Office, including the Patent Trial and Appeal Board.

A frequent speaker and author on intellectual property issues, Scott is the co-instructor of the Federal Publications Seminars Government Contract Intellectual Property Workshop and the Public Contracting Institute Demystifying Intellectual Property in Government Contracting series. He currently serves as a vice-chair of the Intellectual Property and Technology Committee of the American Bar Association's (ABA) Section of Public Contract Law.



David Gallacher, Of Counsel, KutakRock

David's professional experience involves a wide variety of litigation, administrative and corporate counseling issues related to federal procurement laws. His experience includes complex litigation in federal court under the qui tam provisions of the False Claims Act, claims disputes before the Board of Contract Appeals, and bid protest actions at the U.S. Court of Federal Claims and Government Accountability Office.

David regularly counsels companies – both domestic and foreign, large and small – on issues relating to compliance with government procurement regulations including, among other things, subcontract administration, supply chain management, country of origin requirements under the Buy American Act and Build America/Buy America, state and local infrastructure spending, export controls, merger and acquisition due diligence, cost accounting, suspension and debarment, and small business regulatory requirements. He also regularly assists clients with internal compliance reviews and internal investigations, helping assure companies that they are in full compliance with the law.

David is also an active speaker, writing on emerging issues and hosting webinars to help provide a practical understanding of very complex regulations.



Paula Gannon, Chief Operations Officer, Draft Digital Agency

Experienced and results-driven operations manager with a strong track record in leading cross-functional teams and delivering successful projects. Proven ability to build and maintain client relationships, optimize processes and drive operational excellence. Adept at managing both in-office and remote teams, ensuring seamless project execution while maintaining a client-centric focus. With a background in healthcare management and digital marketing, I bring a unique blend of skills to ensure efficient operational success, delivered with empathy and exceptional customer care, coupled with a resilient and agile mind-set to achieve best in

class results.

I have a keen interest in process improvement and have implemented many new processes at Kraft since joining the company, which have improved SOPs, including being the owner / coordinator of continuous improvement of people development processes across the employee life - cycle.

I have successfully worked alongside the team to deliver many projects at Kraft, from domestic projects to corporates in the US, Canada, UK and throughout Europe, ensuring they meet the agreed project time, quality, scope and within budget. I have a special interest in retail, healthcare and renewable energy projects in particular.

Level 9 Management of Operations graduate from Dublin City University, with a 1st Class Honours result. AACSB accredited. Specific areas of interest are Project Management, Ops management, Customer Success management, Change Management, Quality, Sustainability and the circular economy.



Fred Geldon, Senior Counsel, Steptoe & Johnson

Fred Geldon is currently Senior Counsel in the Washington, D.C. office of Steptoe & Johnson, where he advises clients concerning a wide spectrum of government contract matters. Until January 2009 Fred was an attorney at Electronic Data Systems for 21 years, where he served as counsel and as Director of the Contracts and Legal Division and was responsible for handling or supervising all contract and legal matters involving EDS' federal government customers. Prior to his EDS tenure, Fred was a partner at two law firms and Assistant Director of the Torts Branch of the Department of Justice. Fred is currently an Adjunct Professor of Computer Science at George Mason University and regularly lectures on government contracts subjects.



James Goepel, General Counsel - FutureFeed

Jim is the General Counsel and Director of Education at FutureFeed.co, where he brings a broad range of legal, technical, and business expertise to the team. He is a Founding Director and former Board Treasurer of the CMMC Accreditation Body (now called the CyberAB), a CMMC Provisional Instructor, Certified CMMC Professional, and Certified CMMC Assessor. Jim also authored and taught the CyberAB's original Registered Practitioner training. Jim earned a BSECE from Drexel University and JD and LLM degrees from George Mason University.

Jim spent most of his professional career working in the cybersecurity field. He has worked for and counseled a variety of organizations, from various portions of the United States government, including the U.S. House of Representatives and United States Coastguard; to government contractors, including Unisys Corporation and The Johns Hopkins University Applied Physics Laboratory; to start-up technology and consulting companies.

Jim regularly speaks at domestic and international cybersecurity conferences and has been called upon as an expert witness on cybersecurity, IT, and government contracts issues. Jim is the author of two books, "CUI Fundamentals" and "CUI Informed", about the government's Controlled Unclassified Information ("CUI") program. He is also the co-author of a Certified CMMC Professional ("CCP") curriculum taught by several training providers nationally. Jim's research into the application of Enterprise Risk Management techniques to the field of cyber and privacy governance has been published by the Supreme Court of Singapore in their prestigious National Law Journal and in two different books published by

LexisNexis. Jim is also a co-founder of the CMMC Information Institute, which helps small businesses to better understand and meet their cybersecurity and data privacy obligations. When he isn't working, teaching, or volunteering with the Institute, Jim can be found swimming, kayaking, and fishing with his kids.



Garry Grossman, Professional Lecturer in Law, The George Washington University

Garry S. Grossman is an adjunct professor at The George Washington University Law School in Washington, DC.

As a Washington, DC based attorney, he has represented government and commercial contractors and subcontractors in all aspects of contracting with the Federal and state governments and with commercial entities.

Prof. Grossman has concentrated on protection of intellectual property rights under federal contracts, grants, and other agreements. He has also represented companies engaged in technology transfer and commercialization, including technology licenses with federal laboratories, universities and commercial entities.



Jeffrey (Jeff) Hetrick, Independent Consultant

Jeff is an independent consultant for the Public Contracting Institute with over 40 years of experience in Federal Government Contracting. Jeff worked for the Defense Contract Audit Agency (DCAA), the independent audit agency of the Department of Defense, from 1978 to 2013. He performed and/or managed a wide variety of audits and reviews, including audits of forward pricing proposals, incurred cost submissions, compliance with the Cost

Accounting Standards, contractor business systems policies and procedures, contractor labor systems, and contract terminations. Jeff's tenure also included time spent at DCAA Headquarters, where he wrote audit policy and insured auditor compliance with Agency policies and procedures. Jeff spent the last ten years of his DCAA career managing the Fairfax Branch Field Audit Office. He was responsible for a staff of over 25 auditors performing all necessary government contract audits at approximately 120 government contractors.

Jeff has a B.S. degree in Business Administration (Accounting) from George Mason University, a M.S. degree in Information Technology from George Mason University, and a M.S. degree in Public Administration from Central Michigan University. He is a Certified Public Accountant (inactive) in Virginia.



Sandy Hoe, Of Counsel, Covington & Burling LLP

Senior Of Counsel at Covington. He has practiced government contracts law for more than 45 years. His expertise includes issues of contract formation, negotiation of subcontracts, bid protests, the structuring of complex private financing of government contracts, preparation of complex claims, and the resolution of post-award contract disputes through litigation or alternative dispute resolution. His clients include major companies in the defense, telecommunications, information technology, financial, construction, and health care industries.

For several years, Mr. Hoe also practiced telecommunications regulatory law, appearing before numerous state public utility commissions in hearings to open the local exchange markets for new entrants under the Telecommunications Act of 1996.

For many years, he has been active in the Public Contract Law Section of the American Bar Association, where he was an author of the section's original publication of "Subcontract Terms and Conditions." From 1999 to 2011, Mr. Hoe co-chaired the Section's committee on Privatization, Outsourcing and Financing Transactions and from 2005 to 2008 served on the Section Council. Prior to his service in the ABA, for six years he was on the Steering Committee of the Section on Government Contracts and Litigation of the District of Columbia Bar, including three years as co-chair.



Ira Hoffman, Senior Government Contracts Attorney

Ira is a Director of the Public Contracting Institute, and frequent lecturer on small business contracting and subcontracting, plus the Export Administration Regulations, the International Traffic in Arms Regulation, and Office of Foreign Assets Control sanctions. In addition, he was the editor of The Annotated Export Administration Regulation Desk Reference (West, 2010-13); author of "U.S. and International Cooperation in Combating Cyberthreats," 31 Computer & Internet Law. No. 4 at 15 (Apr. 2014); and co-author of "International Compliance: Mitigating Risk in FCPA and Other Cross-Border Transactions," 43 MD Bar J. No. 4 at 33 (July 2010); and of "Export Controls and Economic Sanctions," 42 Int'l Law. 301 (2008). He has also taught International Trade Law and European Union Law at the George Mason University School of Law. Ira received his Juris Doctor degree (*cum laude*) from the University of Miami School of Law, where he was an editor on the Law Review; earned an M.Sc (Econ) from London School of Economics, where he also taught; and a B.A. from the University of Michigan.



Matthew Keller, Partner, Praemia Law, LLC

has spent his entire professional career in the federal government contracting industry. Upon graduating from Virginia Military Institute, he entered the United States Air Force and spent seven years working as a Contract Negotiator and Contracting Officer. He has deep experience helping government contractors grow their businesses, protect their opportunities, and achieve their goals.



Anthony Kim, Vice President Government Compliance, CACI

Anthony Kim, based in Virginia, United States, is currently a Vice President, Government Compliance at CACI International Inc, bringing experience from previous roles at Capital Edge Consulting and BDO USA, LLP. Anthony Kim holds a 1993 - 1998 BS in Accounting from George Mason University, School of Management. With a robust skill set that includes Accounting, Government Contracting, Internal Controls, Financial Analysis, Sarbanes-Oxley Act and more, Anthony Kim contributes valuable insights to the industry.



Chase Kunk, Vice President – Contracts and Procurement, Capital Edge Consulting

Stephen “Chase” Kunk is a Partner with Capital Edge Consulting, Inc.’s and Vice President, Contracts and Procurement. Chase specializes in U.S. Government contract and subcontract negotiations, administration, management and purchasing system compliance. His expertise stems from his legal education, former certification as a National Football League contract advisor to professional athletes, and in-depth experience as a contracts and procurement administration manager for an international contractor serving Department of Defense (DoD), Intelligence Community (IC) and civilian agency customers. He holds a B.A in Communications from Purdue University and a J.D. (cum laude) from Western Michigan University, Thomas M. Cooley Law School.



Marci Lawson, Contract Attorney, Federal Agency

Marci has practiced in the Government contracting field for over 25 years. While serving as an Air Force Judge Advocate (“JAG,” attorney), she advised on all aspects of the Government contracting process including contract formation, administration and litigation. She was an assistant professor of contract and fiscal law at the Army JAG School where she taught thousands of students—both in the US and overseas—and was editor of the law review. She has successfully litigated numerous bid protests at the GAO.

Marci has spent the last 12 years of practice as a Senior Counsel at two Department of Defense agencies’ Offices of General Counsel, where she has advised on all aspects of major systems acquisitions and other high dollar acquisitions. She also lectures on contract formation and administration topics multiple times per year.

Marci earned a bachelor of arts degree from The Ohio State University, a Juris Doctor degree from the University of Toledo, and an LLM (specializing in Government contracts) from the Army JAG School.



Alland Leandre, CEO, Vyalex Management Solutions

Alland Leandre, President and founder of Vyalex Management Solutions, Inc. is a proven leader and seasoned entrepreneur with over 25 years of combined experience in systems acquisition and federal government procurement while maximizing results through leadership excellence. After receiving his MBA in 2002 from the Ross School of Business at the University of Michigan, Mr. Leandre founded Vyalex Management Solutions, Inc., an engineering and management consulting firm that uses positive leadership to help its clients set goals and adopt strategies and tactics to acquisition management and talent management. At Ross, Mr. Leandre studied the practical implications of positive organizational scholarship. Mr. Leandre leveraged his previous leadership experience in the military and government to develop his core skills in Positive Organizational Scholarship. He learned the positive approaches to leading and working in organizations in ways that call forth the best in people, resulting in individual and collective thriving.



Alex Major, Partner, McCarter & English

Alexander Major is Co-Chair of the Government Contracts & Global Trade Practice Group. He focuses his practice on federal procurement, cybersecurity liability and risk management, and litigation. A prolific author and thought leader in the area of cybersecurity, his professional experience involves a wide variety of litigation and counseling matters dealing with procurement laws and federal regulations and standards. His diverse experience includes complex litigation in federal court under the qui tam provisions of the False Claims Act and bid protest actions. He counsels all sizes of companies on issues relating to compliance with government regulations including, among other things, cybersecurity (NIST, FIPS, FedRAMP, and DFARS) requirements, multiple award schedule compliance, Section 508 issues, country of origin requirements under the Buy American and Trade Agreements Acts, cost accounting, and small business requirements. He also regularly conducts internal investigations to assist companies ensure that they are in full compliance with the law. Over the course of his career Alex has represented clients against regulatory and civil actions against the Food and Drug Administration, the United States Postal Service, the National Institutes of Health, the Department of the Navy, the Department of the Air Force, the U.S. Corps of Army Engineers, the General Services Agency, and the Department of Justice.



Mike Mardesich, Director, Forvis Mazars Government Contract Consulting Director

As a Director in the Government Contracting Advisory Group at Forvis Mazars Consulting, Mike uses his federal government contract consulting experience including knowledge of the Federal Acquisition Regulations (FAR), Cost Accounting Standards (CAS), and Defense Contract Audit Agency (DCAA) guidance, to assist government contractors. He is a speaker and author on current government contracting issues and he is the host of DHG's Fundamentals of Government Contracting webinar series.



Ralph C. Nash, Jr., Professor Emeritus of Law, George Mason University

Ralph C. Nash, Jr., is Professor Emeritus of Law of The George Washington University, Washington, D.C., from which he retired in 1993. He founded the Government Contracts Program of the university's National Law Center in 1960, was Director of the Program from 1960 to 1966 and from 1979 to 1984, and continues to be actively involved in the Program. He was Associate Dean for Graduate Studies, Research and Projects, of the Law Center from 1966 to 1972. Professor Nash has specialized in the area of Government Procurement Law. He worked for the Navy Department as a contract negotiator from 1953 to 1959, and for the American Machine and Foundry Company as Assistant Manager of Contracts and Counsel during 1959 and 1960. Professor Nash is active as a consultant for government agencies, private corporations, and law firms on government contract matters. In recent years, he has served widely as neutral advisor or mediator/arbitrator in alternate dispute resolution proceedings. He is active in the Public Contracts Section of the American Bar Association, is a member of the Procurement Round Table, and is a Fellow and serves on the Board of Advisors of the National Contract Management Association.

He was the coauthor with John Cibinic, Jr. of a casebook, *Federal Procurement Law* (3d ed., Volume I, 1977, and Volume II, 1980). He and Professor Cibinic also coauthored five textbooks: *Formation of Government Contracts* (3d ed. 1998), *Administration of Government Contracts* (4th ed. 2006), *Cost*

Reimbursement Contracting (3d ed. 2004), Government Contract Claims (1981) and Competitive Negotiation: The Source Selection Process (3d ed. 2011 (with Karen O'Brien-DeBakey)). Since 1987 he has been coauthor of a monthly analytical report on government contract issues, The Nash & Cibinic Report.



Jeff Newman, Partner, Thompson Coburn

Jeff's practice focuses extensively on all aspects of government contracts, federal and state procurement, and administrative law and litigation. Over the course of his career, he has represented government contractors and commercial vendors before the Department of Defense and virtually all other civilian agencies.

He regularly counsels clients on agency acquisitions, prime-subcontractor arrangements, intellectual property, compliance and related best practices, procurement fraud, merger and acquisition due diligence, GSA Schedule contracting, contract/grant performance and disputes, biodefense and cleantech procurements, industrial security, R&D opportunities, commercial item contracting, and risk assessments for various federal/state procurements and commercial transactions. In 2011, Jeff was appointed to the first *Law360 Government Contracts Editorial Advisory Board*.

Jeff has particular and significant experience in safeguarding the intellectual property of companies that conduct business with the federal government either as a prime contractor or subcontractor. He has negotiated numerous agreements to protect rights in technical data and computer software and preserve patent rights in various contracting and licensing contexts. Jeff's broad experience with compliance matters has enabled him to manage internal investigations, defend against government and international agency actions (including FCA matters), and develop corporate compliance programs.

Jeff works with a wide range of entities that seek to generate revenues through government contracting, whether commercial vendors that are initially seeking to sell their products and services to the government or companies that would like to increase their government business. Recently, he successfully assisted clients in obtaining and performing multi-million dollar awards from DOE/ARPA-E and DHS. Jeff's public affairs practice also enables him to introduce clients to administrative and legislative officials who can assist with the acquisition process. He further represents contractors directly in contract claim preparation and litigation before the Armed Services Board of Contract Appeals, and in bid protests at the agency level and General Accountability Office.

Jeff has drafted various government contracts policy papers and updates. He has provided briefings regarding a host of current and complex government procurement topics to industry trade associations and groups of government contractors throughout the United States, and maintains a number of professional affiliations.



Thomas G. Reid, author of Sustained Leadership WBS -

Chief Problem Solver for Certified Contracting Solutions, LLC (CCS) which provides leadership and contract training, consulting, expert testimony, and mentoring & marketing services to the government and its contractors. Mr. Reid has worked for over 35 years in government contracts and business operations. Following seven years as a Government attorney specializing in procurement, he has served as a senior executive in both large and small companies demonstrating expertise in contract management, business

development, training, leadership development, legal and litigation management, strategic planning, and management of multi-million dollar business operations.

He is a Fellow with the National Contract Management Association, has served as co-chair of the Council of Fellows, and has served as chapter president in three different NCMA chapters. He served a two-year term as a member of the National Board of Directors for NCMA, was named NCMA's Outstanding Fellow for 2006, and received the NCMA National Achievement Award in 2009 and the Delaney Award. He has served as a mentor to NCMA's CMLDP program and as a reviewer for NCMA publications and the Macfarlan competitive writing program. Mr. Reid has authored four previous books, chapters for several others, and two dozen of his articles have appeared in *Contract Management* magazine. He has spoken internationally on a variety of topics related to leadership and federal, commercial, and international procurement.



Chrissy Rey, President and CEO of Pongos Interactive

Programmer, instructional designer, and educator with extensive experience teaching technology and creating courses for all ages. Skilled in front-end and back-end web development, project management, instructional design, and video production. Enjoys helping busy business owners create and improve their online presence.



Jayna Marie Rust, Associate, Thompson Coburn

Advises companies, transportation authorities and other entities throughout the various stages of the contracting process and litigation. In doing so, she works with her fellow attorneys and clients to help the clients recover money owed under Federal contracts, protest problematic contract awards and challenge adverse agency actions.

She also counsels clients on contract- and grant-administration matters, including analyzing and negotiating subcontractor and subrecipient agreements, following small-business requirements and complying with domestic preference policies, such as the Buy American Act, the Trade Agreements Act, the Military Cargo Preference Act and the Civilian Cargo Preference Act. Combining her work in both contract- and grant-administration matters, she also advises clients on developing procurement standards and policies and procedures that meet 2 C.F.R. 200 (Uniform Grant Guidance) requirements.



Marie Salamone, Partner, Capital Edge Consulting

Marie is a Partner with Capital Edge Consulting, LLC. Marie's areas of expertise include: Cost Accounting Standards (CAS), Federal Acquisition Regulations (FAR), incurred cost submissions, forward pricing rate proposals, contract terminations, business system compliance reviews, policies and procedures development, indirect rate structure reviews, disclosure statements, cost impact models, DCAA audit support, cost engineering, construction-related claims, and litigation support.

Marie has 3 decades of government contract cost accounting and compliance consulting as well as cost engineering, construction claims analysis and litigation experience in an array of industries that include pharmaceutical, defense, manufacturing, service, energy, and waste management. Utilizing her expertise in the construction industry, Marie serves clients of all size by providing accounting, contracts,

compliance, and claims support. She has developed numerous incurred cost proposals for a wide variety of clients, ranging from very simple to very complex rate structures with mix of contract types. In addition, Marie has provided audit support to clients undergoing various DCAA audits. She has also managed large teams taking on complex projects. Marie has also developed termination proposals, forward pricing proposals and policies and procedures for both large and small contractors across a number of industries.

Prior to joining Capital Edge Consulting, LLC, Marie spent 12 years with a nationally recognized consulting firm, focused on government contracts and construction consulting. She also spent more than 10 years working with a boutique consulting firm specializing in construction-related claims and litigation support.



Phillip R. Seckman, Partner, Dentons

Phillip Seckman represents clients concerning government and commercial contract matters. His practice spans a broad range of subjects related to federal procurement law, state and local procurement law, and complex federal regulatory issues. He concentrates his practice in the areas of commercial item acquisitions, GSA schedule contracting, cybersecurity, compliance, internal investigations, and bid protests (both federal and state). A significant component of his practice involves government contract cost allowability, proper cost accounting, and contract cost and pricing issues.

Phil has significant experience in the assessment, presentation, and litigation of complex contract claims. He also has significant experience assisting clients in establishing policies and procedures to ensure compliance with government contract requirements. When potential non-compliances have been identified, Phil has assisted in the internal review and assessment of these issues and has aided clients in the preparation of appropriate disclosures when required. He frequently assists DOD contractor clients regarding business systems issues, including preparing for, responding to, and remediating issues associated with reviews conducted by the Defense Contract Management Agency and the Defense Contract Audit Agency.

Phil frequently writes and lectures regarding commercial item acquisitions, GSA schedule contracting, cybersecurity, business systems, FAR Mandatory Disclosure Rule, and cost accounting issues.



Matthew Stevens, Senior Manager Contracts, CAE USA, Inc

Acquisition management professional with comprehensive expertise in federal procurement. Served in numerous contracting and missile operations positions gaining experience in leadership, management, contract oversight, acquisition planning and source selection development. Domestic and international contingency experience working with U.S. armed services, other federal, state, local agencies, and industry. Seasoned speaker, trainer, mentor, and professional coach with experience briefing large and small audiences.



Tim Sullivan

Tim Sullivan has spent 45 years in the Government contracting world. He is a co-founder of the Public Contracting Institute and has lectured and written on Government contracting topics, both nationally and internationally, since 1983. He has dealt with the full range of Government contracting issues and has successfully litigated both bid protests at the GAO and the U.S. Court of Federal Claims and contract claims before the boards of contract appeals and the U.S. Court of Federal Claims.

Tim spent his last 19 years of practice as a partner at Thompson Coburn LLP, where he chaired the Government Contracts Group. Tim has represented numerous prominent companies, such as Google and Rolls-Royce, and he is widely acclaimed for his lectures on contract negotiations.

Tim earned a Bachelor of Arts degree from the University of Michigan and his Juris Doctor degree from Georgetown University Law Center, where he was a member of the Georgetown Law Journal. Tim also served as a counterintelligence agent for the U.S. Army and as a contract negotiator for the Central Intelligence Agency.



Steve Trautwein, Senior Manager, Forvis Mazars Government Contract Advisory

With 40 years of acquisition and procurement experience, Steve brings this capability to Forvis Mazars to assist companies in navigating the complex world of DoD and other Government agency contracts. For the past four years he has applied his expertise and experience to an array of client federal acquisition issues, including development of company supply chain policy, procedures and individual justifications and pricing for commercial products and services.

After a lengthy, 39-year career with the Department of Defense serving in a variety of key acquisition and leadership positions, Steve served Aerospace Industries Association member companies in all areas of acquisition as Director, National Security Policy. His federal career was highlighted by leadership of the Defense Contract Management Agency's Cost and Pricing Center from 2012 to 2017; serving as Deputy Director as well as Acting Director for extensive periods of time. In addition to leading the entire DCMA Cost & Pricing Center contracting officer workforce responsible for contractor corporate offices and segments, he was instrumental in standing up the Commercial Item Group in 2016 and achieving operational readiness within a year to accomplish the Congressionally mandated revival of commercial item acquisition by the Department. This effort included hands on participation on the team charged with development of the 2018 rewrite of the DoD two volume guide to contracting officers on how to determine commerciality and develop recommended pricing strategies. This capability was a top priority of DoD leadership to ensure access to non-traditional suppliers and spur the acquisition of emerging technologies.

Leadership roles in DCMA prior to this included positions heading the Special Programs Western Region and Deputy Commander of DCMA Southern Europe. In these positions he was responsible for the full range of contract management responsibilities, including quality assurance, engineering, production monitoring, program control and all Administrative Contracting Officer duties.

During his career Steve also had extensive experience as a contracting officer with roles at Division and Corporate levels negotiating forward pricing and final overhead rates, administration of Cost Accounting Standards and disclosure statements, pension, insurance and other corporate cost allocations, and overseeing business systems (Accounting, MMAS, Estimating, Property, Purchasing and EVMS). In

these roles, he addressed significant cost classification issues, and in his 13 years as the Boeing Corporate ACO, in addition to the aforementioned duties, resolved merger and acquisition issues concerning pension plan consolidations, was instrumental in achieving necessary CAS waivers and provided insight to key DoD stakeholders on company and segment issues as DoD acquisition strategies were developed and contracts negotiated.



Franklin Turner, Partner, McCarter & English

Franklin Turner is Co-Chair of the Government Contracts & Global Trade Practice Group. He has extensive experience representing a broad array of companies – ranging from multinational Fortune 100 corporations to mid-market clients and small businesses operating in the aerospace, defense, information technology, health care, and industrial supply sectors. Franklin is a prolific author and lecturer and is routinely called upon by national and international news organizations to offer his insight regarding developments in the federal procurement industry. Over the course of his career, Franklin has successfully represented hundreds of companies in connection with matters involving a multitude of federal government entities – including every major federal agency and state agencies throughout the nation.



Chris Wade, Founder, CaaSus LLC

Ms. Wade is the founder of CaaSus LLC, a WOSB management consulting firm that provides US Federal regulatory, contract lifecycle, audit, and training support to both Government and Government Contractor clients. A Certified Federal Contracts Manager (CFCM) and Project Management Professional (PMP), Ms. Wade is a Title 48 Federal Acquisition Regulations (FAR) specialist with more than 15 years of experience. She has provided Federal regulatory, cost accounting, audit, data integrity/reporting, organization/change management, due diligence, training and business process improvement support and solutions (among others) to clients in a variety of industries including aerospace/defense, civilian, healthcare, insurance, pharmaceutical, manufacturing, utilities, advertising and non-profits. Before founding CaaSus, Ms. Wade served clients through both Big Four firms and large regional accountancies. Ms. Wade sits on the board of NCMA Tysons and earned her Bachelor of Arts in Government and Foreign Affairs from the University of Virginia.



Brian Walsh, Partner, Wiley Rein

Brian counsels and represents government contractors and subcontractors, as well as federal and state grant recipients, on government contracts matters, including contract claims and disputes, teaming and subcontracting issues, data rights and intellectual property issues, government investigations and audits, and compliance with ethics and procurement integrity laws.



Bill Walter, Managing Director, Forvis Mazars GovCon Consulting

Bill leads the Forvis Mazars GovCon Consulting practice from our Tyson office in Northern Virginia. Over the past four decades Bill's career has been dedicated to the government contracting industry. Prior to joining the firm, Bill was an auditor for the Defense Contract Audit Agency and held executive-level positions with one of the largest service providers to the U.S. Department of Defense.

Bill's extensive background is in the application and interpretation of rules, regulations, and standards applicable to government contractors including the Federal Acquisition Regulation, individual agency supplements, and the Cost Accounting Standards. Bill's work includes helping clients understand the requirements associated with developing and implementing pricing strategies, indirect cost allocation solutions, developing accounting, estimating, procurement, project management, and integrated system requirements for clients in various industries including aerospace and defense, contingency contracting, logistics, oil and gas, energy, manufacturing, healthcare, construction, and professional services. He is a member of the American Institute of CPAs, Virginia Society of Certified Public Accountants, National Contract Management Association, Professional Services Council, and National Defense Industrial Association Procurement Committee. He is an associate member of American Bar Association Section of Public Contract Law.

Bill is a graduate of The Pennsylvania State University, with a B.S. degree in accounting.



Mary Karen Wills, Managing Director, Berkeley Research Group

Specialties: Government Contract Consulting, NGOs, Defense and Aerospace, Expert Services, Higher Education Consulting, Extensive Board Experience, Audit, Governance, Finance, Connecting talent and clients, Building businesses, Solving Problems, Mergers & Acquisitions, Mentoring and Coaching



Jason Workmaster, Partner, Miller & Chevalier

Jason Workmaster focuses his practice on government contracts-related litigation, including contract claims and disputes, bid protests, and civil False Claims Act (FCA) cases. He has represented a host of clients in these types of cases before the boards of contract appeals, the U.S. Court of Federal Claims (COFC), the Government Accountability Office (GAO), and U.S. District Court. He also routinely assists clients in responding to government audits and investigations. Chambers USA has recognized Mr. Workmaster for his government contracts expertise, noting that clients say

he's "really got an ear to what's going on in the industry," "is an extremely effective advisor," and "understands the industry, our markets, and the competitive landscape."

A former partner in the highly regarded McKenna Long & Aldridge government contracts practice, Mr. Workmaster is also recognized as an expert on a wide range of substantive government contracting issues – including cost allowability, the Cost Accounting Standards (CAS), contract funding, defective pricing, requests for equitable adjustment, contingency contracting, the General Services Administration

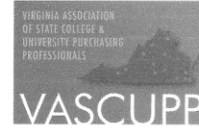
(GSA) Schedules program, and the Trade Agreements Act (TAA). In addition, he is a recognized leader on FCA issues and has appeared on NBC's The TODAY Show and Canadian TV's National News to discuss the highly publicized FCA case against the cyclist Lance Armstrong.

Appendix C – Procedural Submission

Find the signed cover sheet below and Small Business Subcontracting Plan below.



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



REQUEST FOR PROPOSALS GMU-ER0506-24

ISSUE DATE: June 14, 2024
TITLE: Educational Support Services for Government Contracting Training
PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on June 26, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on July 2, 2024.

PROPOSAL DUE DATE AND TIME: July 16, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: Public Contracting Institute, LLC

Date: July 14, 2024

DBA: PCI

Address: 2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Signature

Tracy E. Andrie

FEI/FIN No. 27-2867316

Name: Tracy E. Andrie

Fax No. 202-768-9350

Title: Managing Member

Email: tracy@publiccontractinginstitute.com

Telephone No. 202-775-7240

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

SWaM Certification Number: _____

☒ Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Public Contracting Institute, LLC

Preparer Name: John Plinke **Date:** July 15, 2024

Who will be doing the work: **X - 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.

Thank you for the opportunity to submit!

The PCI Team
July 15, 2024