



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

STANDARD CONTRACT GMU-1827-23-23

This Contract entered on this 31st day of March, 2023 (Effective Date) by PrimCorp, LLC hereinafter called "Contractor" (located at 1300 17th Street north, Suite 580, Arlington, VA 22209) and George Mason University hereinafter called "Mason," or "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide consulting services as set forth in the Contract documents. Note: George Mason University cannot guarantee a minimum amount of business under this Contract.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. For administrative ease of efficiency each renewal will start March 1 and run through the end of February of each contract year.
- IV. **PRICE SCHEDULE:** The following are all hourly rates. Hourly rates included all travel-related expenses to the Fairfax campus and overhead costs. Travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems. This price schedule represents the complete pricing agreement between the parties. No additional contractor charges, markups, reimbursements or fee of any type permitted.

Role	Hourly Rates
Executive	\$ 117.41
Senior Program Manager	\$ 135.22
Program Manager	\$ 113.68
Senior Consultant	\$ 102.91
Consultant	\$ 88.62
Associate Consultant	\$ 51.39
Analyst	\$ 45.15
Administrative Assistant	\$ 31.82
Total	

- A. Ordering Procedures: As requirements arise a Mason representative will contact the contractor with a proposed (formal or informal) statement of needs and request a proposal for that particular engagement. Contractor will provide the proposal in accordance with the established prices included herein. Once agreed Mason will issue a Purchase Order for that particular engagement. Contractor must reference that Purchase Order number on all invoices submitted.
- V. **CONTRACT ADMINISTRATION:** Mason will assign an individual to shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide

all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: Option #3 – Invoices will be paid Net 30, with Paymode-X, after goods received, services rendered, or receipt in Mason’s Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid. Invoices should be sent to acctpay@gmu.edu.

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

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Contractor’s Best & Final Offer dated February 06, 2023 (attached);
- D. RFP No. GMU-1827-23, in its entirety (attached);
- E. Contractor’s proposal dated October 26, 2022 (attached).

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

body. (*Governing Rules*, § 36).

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

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

the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

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

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

1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.

3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due 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 George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

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

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

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

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

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

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

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

PrimCorp LLC

DocuSigned by:

5B81ECCE4FE349B...

Signature

Name: Michelle Federico

Title: COO

Date: 3/31/2023

George Mason University

DocuSigned by:

2F81E096C77E4DC...

Signature

Name: James Russell

Title: Purchasing Director

Date: 3/31/2023

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

This Addendum supplements the above-referenced Contract between the University and PrimCorp, LLC ("Selected Firm/Vendor") dated 3/31/2023 (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University

customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

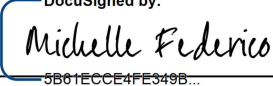
- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver

electronic services under the Contract.

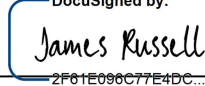
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

PrimCorp, LLC

DocuSigned by:

By: _____
Name: Michelle Federico
Title: COO
Date: 3/31/2023

George Mason University

DocuSigned by:

By: _____
Name: James Russell
Title: Purchasing Director
Date: 3/31/2023

From: [Robert Towle](#)
To: [Davena Reynolds](#)
Cc: [P R I M C O R P](#); [James Russell](#)
Subject: Re: RFP GMU-1827-23 Academic and Business Consulting Services - Response Requested
Date: Monday, February 6, 2023 11:20:33 AM
Attachments: [GMU - BAFO - Working File.pdf](#)

Ms. Reynolds,

Thank you for reaching back out to PrimCorp for our best and final offer (BAFO) for the GMU-1827-23 Academic and Business Consulting Services RFP.

With the combination of an existing contract for similar services with the University of Virginia, combined with experiences our team brings in working with the Iowa University System (Iowa State University, University of Iowa and University of Northern Iowa) as well as the University of California - Davis, we completely respect the budget constraints that George Mason University operates under in the Commonwealth of Virginia. In fact, our personnel's work with the Iowa system was due to a desire to reduce costs at the universities in order to keep tuition for rising for their students.

Attached is a PDF file with revised pricing to serve as our Best and Final Offer (BAFO). We took the time to individually evaluate each role and make reductions. On average, the rate reduction is nearly 15%. Please advise if you need the file in a different format.

We are happy to discuss this further with you and to answer any questions you may have.

Thank you for your continued consideration,

Robert

Robert Towle
State, Local and Education Market
PrimCorp, LLC
862-812-7851 (cell)

From: Davena Reynolds <dreyno3@gmu.edu>
Date: February 1, 2023 at 2:26:21 PM EST
To: Davena Reynolds <dreyno3@gmu.edu>
Cc: James Russell <jrussell@gmu.edu>, Davena Reynolds <dreyno3@gmu.edu>
Subject: RFP GMU-1827-23 Academic and Business Consulting Services - Response Requested

Good afternoon,

Thank you for your efforts thus far in our RFP process.

At this time we would like to request your best and final offer (BAFO).

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

Please respond at your earliest convenience but no later than 5:00 PM EST on Monday, February 6, 2023.

Thank you,

Davena C. Reynolds, VCO Senior Buyer |
Purchasing George Mason University DIRECT
(703)-993-6552
MAIN (703) 993-2580; FAX (703) 993-2589
dreyno3@gmu.edu | <https://fiscal.gmu.edu/purchasing/>

George Mason University

RFP: GMU-1827-23

PrimCorp, LLC Response with Rate Reduction as
BAFO

Role	Current Proposed Rate	Rate Reduction %	Reduced Rates
Executive	\$ 157.60	25.50%	\$ 117.41
Senior Program Manager	\$ 145.82	7.27%	\$ 135.22
Program Manager	\$ 129.82	12.43%	\$ 113.68
Senior Consultant	\$ 121.40	15.23%	\$ 102.91
Consultant	\$ 102.89	13.87%	\$ 88.62
Associate Consultant	\$ 59.22	13.22%	\$ 51.39
Analyst	\$ 51.72	12.70%	\$ 45.15
Administrative Assistant	\$ 36.45	12.70%	\$ 31.82
Total		14.75%	



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



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

ISSUE DATE: September 8, 2022

TITLE: Academic and Business Consulting Services

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

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

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

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

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

The following shall apply:

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

opportunities/2. Proposal Presentation:

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

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

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

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

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

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

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

1. Procedural information:

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

Total Points Available:

100

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

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

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

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

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

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

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

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

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

XVIII. RFP SCHEDULE (Subject to Change):

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



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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement
Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1657-20

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

during said period.

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

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

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

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

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

pre-authorization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. **Employee Background Checks and Qualifications**

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

4. **Security Breach**

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

5. **Audits**

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

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

Selected Firm/Vendor

George Mason University

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Proposal

RFP: #GMU-1827-023 | October 26, 2022 | 2 p.m. ET

ACADEMIC AND BUSINESS CONSULTING SERVICES FOR GEORGE MASON UNIVERSITY

Submitted to

George Mason University
Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
ATTN: Davena Reynolds, Senior Buyer
ATTN: James F. Russell, Director
VIA: dreyno3@gmu.edu
jrussell@gmu.edu

Submitted by

PRIMCORP, LLC
1300 17th Street North
Suite 580
Arlington, VA 22209

UEI #: MHCQWP82AAC3
CAGE Code: 6J6D8
DUNS: 969346894

Verdis Redmon, CEO/President
Office: (703) 354-7746
Fax: (804) 773-7081
primcorp@primcorp.com

We acknowledge Addendums 1, 2,
3, and 4 (See Appendix)



George Mason University
Academic and Business Consulting Services
RFP: #GMU-1827-023



Purchasing Department
4400 University
Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.
<http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS GMU-1827-023

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: PrimCorp, LLC

Address: 1300 N. 17th Street, Suite 580,
Arlington, VA 22209

FEI/FIN No.: 45-3117820

Fax No.: (804) 773-7081

Email: primcorp@primcorp.com

SWaM Certified: Yes

Date:

By: Signature 

Name: Verdis P. Redmon

Title: CEO/President

Telephone No: 703-624-7746

SWaM Certification Number: 698712

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1. Executive Summary (RFP XIII B2. Offers must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.)



**We Deliver
What We Say We Will**

We bring the right project team that matches GMU's requirements. Close and active coordination with all the stakeholders is paramount for the success of projects at GMU. We communicate proactively with you and your project stakeholders to ensure alignment around critical quality expectations – then, we deliver what we say we will.

Thank you for providing us this opportunity to bid the Academic and Business Consulting Services for Options for George Mason University (GMU), Request for Proposal (RFP) GMU-1827-023 to GMU under the Virginia Association of State College & University Purchasing Professionals (VASCUPP).

PrimCorp, LLC (PrimCorp), a SWaM certified contractor, is excited to respond to this RFP. Being an experienced contractor, we understand this contract represents an investment in improving GMU. PrimCorp wants to help GMU with their academic and business consulting services support and be a quick, efficient, and trusted resource. Since our inception, we have strived to exceed customer expectations, deliver capability at or under budget, and put mission and execution of client needs ahead of company profits.

This ambition is motivated by a core value of

excellence in all that we do. We want to be your preferred Academic and Business Consulting Services contractor.

PrimCorp understands that GMU is in the process of becoming a leading higher education innovator in 21st century education. We also understand that GMU is striving to build capabilities to launch and manage new initiatives, both nationally and internationally.

We are confident that our approach provides GMU with the absolute lowest program risk and the best value to the University. Additionally, our Team's Executive Leadership is fully committed and dedicated to ensuring optimal performance and support over the life of the contract.

Formed by a retired Air Force Lieutenant Colonel with a 26-year tenure, our owner created a culture of independent responsiveness to customers and truly understands the requirements of developing strategies for success and building consensus across stakeholders. Keys to our success are a knowledgeable management team; ability to evaluate and source key personnel; direct and frequent customer communication and interface; and consistent measurable results. We understand the risks associated with these RFP responses and individual Statements of Work (SOWs) and have developed effective processes for identifying and managing that risk.

PrimCorp is firmly committed to delivering:

- **Effective Performance** –PrimCorp's experience includes successful performance of complex contracts within the Federal Government that are similar in size, scope, and complexity as that identified in the RFP. Our team has both the flexibility and experience to meet and exceed

GMU's needs for support in completing the multitude of work activities identified in each task area and anticipated SOWs. We have carefully formed an "award winning" team to provide GMU with qualified key personnel that have the proven records of successful (and relevant) experience needed for covering the work under this contract.

- **Effective Management** – A highly skilled Program/Project Manager who has 20+ years of program management experience and will provide keen oversight of the subject matter experts (SME) and report to the PrimCorp Program Manager. He will serve as the single point of contact for responding to GMU priorities. He will deploy the best combination of skill sets and provide clear lines of communication for accurate and timely execution.
- **Specialized Experience** – Key to implementing effective responses to SOWs with various university task orders is to build a team with specialized university and public sector expertise. To do this effectively, we will provide comprehensive services and specialized experience to examine alternatives and approaches to different requirements and recommend a strategy that minimizes risk, while achieving cost efficiencies and the most streamlined and manageable approach to meeting each program's need.
- **Quality Performance** – We understand that contract quality performance is an essential activity and our responsibility. Therefore, we will provide a quality management process with real-time SOW monitoring to ensure rapid SOW response, transparency, and cost-effectiveness.

Keeping in mind George Mason University's objectives to engage contractors to:

- Support strategic initiatives, benchmarking analysis, financial modeling/analysis, organizational assessments and suggest operational improvements, communications and change management, and new partnership-oriented ventures.
- Provide Higher Education Research and Analytics, including benchmarking and identifying improvement areas.
- Quickly assemble a relevant team of education experts from their strong network

We are proposing a team that have extensive expertise fulfill your objectives on at least nine (9) of the 18 areas outlined in your RFP.

2. General Firm Background and Information (RFP XIII B3. Provide a background and a brief history of your firm not to exceed 3 pages.)

Established in 2011, PrimCorp is a loyal, hard-working, U.S.-based 8(a), Service-Disabled Veteran-Owned Small Business (SDVOSB) certified through the Department of Veteran Affairs, Center for Verification and Evaluation (CVE). An example of our experience is that through the maturation of our capabilities during the past 3 years, we completed 312 awards for U.S. Department of Health & Human Services (HHS) Program Support Center (PSC) involving management, business, and administrative services.

PrimCorp has stable financials, strong investment in our people; fostering best in class infrastructure, technology, and management; ISO 9001:2015 certified, and appraised at Capability Maturity Model Integration (CMMI) Maturity Level 3 for Services. We understand this contract represents an investment in the people, places, and things that are most important to GMU's future. As such, we believe it is important to share our values with GMU to become your Academic and Business Consulting Services contractor.

PrimCorp has three guiding program principles that we believe will assure the requirements of each order are tracked, communicated, and attained. These are very relevant to this RFP based on current and past experiences. These guiding principles are:

Cost Requirements – At the forefront of everything we do - delivering high quality work to ensure cost requirements are met for the acquisitions made by PrimCorp on behalf of GMU.

Schedule Requirements – Ensuring that the schedule required by personnel at GMU is met utilizing strong program management systems.

Quality Requirements– Utilizing our well-developed Quality Management system and approach are embedded into our core behavior and program management philosophies.

PrimCorp's team of professionals hold certifications in program management and have extensive experience in strategic initiatives, university organization assessments, financial modeling and analysis, and other activities, including change management and the development of effective communications plans. Our understanding of the work stems from being an experienced team with the majority of our consulting having over 20 years of experience. Our seamless integrated management team coordinates/collaborates to become a unified team with GMU's stakeholders to protect their interests. Knowledge and understanding of program management started before PrimCorp was founded.

Key members of the organization include:

Chief Executive Officer (CEO)/President: Verdis (Pierre) Redmon. Mr. Redmon is a retired U.S. Air Force officer and experienced Program Manager with more than 45 years of proven leadership experience and success in all aspects of program and project management, acquisition management, supply chain management, logistics operations, and quality assurance.

Chief Operating Officer (COO): Michelle Federico. Ms. Federico has 34 years of hands-on contracting experience to many agencies. Her experience in program management includes managing programs ranging in varying levels of complexity. Her results-driven background includes process re-engineering, data analysis, requirement(s) identification, program management, and implementation of processes and solutions that successfully impacted

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organizations. Prior to entering private industry, Ms. Federico spent over 17 years as a Federal Government acquisition SME providing cradle-to-grave acquisition support to military and Federal Agencies worldwide.

Program Manager: Robert Towle. Mr. Towle has been leading consulting engagements for the last 10 years, including extensive work for the University of California System, American Red Cross Training Services Division, the International Baccalaureate, and the Iowa University system, focused on transformation and improvement efforts.

Together, these three leaders will provide GMU the in-depth knowledge and understanding to help make this contract a success. Further details on the above individuals and other resources available to GMU can be found in the Appendix.

PrimCorp, LLC		
PrimCorp, LLC http://www.primcorp.com DUNS Number: 969346894 CAGE Identifier: 6J6D8	8a, SDVOSB <i>Prime Contractor</i> TOP SECRET Facility Clearance CMMI-DEV Maturity Level 3 Certified ISO 9001:2015	
<p>PrimCorp, LLC is an award-winning SBA 8(a) certified and Service-Disabled Veteran Owned Small Business (SDVOSB) management consulting company certified through the Department of Veteran Affairs, Center for Verification and Evaluation (CVE). We are CMMI (Level 3) of the CMMI Institute's Capability Maturity Model Integration and ISO 9001:2015 certified, which provides us with the essential elements of effective processes and quality management that enables us to continually improve our performance. PrimCorp is currently executing 15 contracts / task orders and 7 prime contracts. Our solutions are tailored to providing a wide range of services to the Federal and State Government, including program management, acquisition management, business process reengineering, change management and facilitation support services across multiple Federal agencies. We also specialize in logistics management, training development, automated solutions, and construction management.</p> <p>PrimCorp is synonymous with the highest standards of service and provides a professional network of experienced professionals who are passionate about and helping the Government with cost estimate support needed for the legacy weapon systems operations and support services. We offer a quick, timely, and competitive or lower than open market prices for these services. PrimCorp provides leading-edge acquisition, procurement, and program management solutions to the federal Government. PrimCorp operates at the intersection of people, processes, and technology to help federal agencies solve today's problems and prepare for the future. PrimCorp's robust portfolio of offerings includes high-end solutions in acquisition, cradle-to-grave contract management administrative support, program/project/portfolio management services, acquisition policy, enterprise financial business systems management and technical support, and analytic business management. PrimCorp is well positioned to expertly deliver all agreed upon requirements regardless of the Task Area.</p>		

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3. References and Engagement (RFP XIII B4. Provide contact information, summary of engagement, dollar value, and period of performance for each reference provided relevant to the requested areas below. All references and engagement information shall be limited to 5 pages.)

3.1. References Demonstrating Significant Works with U.S. Public, For-Profit, Public and/or International Universities (RFP XIII B4.a)

These 6 projects illustrate our approved programs and processes, commitment to customer milestones, meeting budgets and schedules, and exceeding expectations. PrimCorp will seamlessly work together with GMU to provide a flexible, responsive, and effective team. Our primary focus will be satisfying the expectations of GMU and your customers.

Exhibit 1. Past Performance (PP) Mapping to potential SOWs	PrimCorp has the following SOW Items (indicated by a ✓ in six (6) prior experiences)					
SOW Item	PP 1 NIU	PP 2 Iowa	PP 3 IB	PP 4 UCOP	PP 5 ARC	PP 6 UC
Higher Education Benchmarking and Data Analysis	✓	✓				✓
Financial Analysis and Budget Planning		✓	✓		✓	✓
Setting Up Business Functions at a University, such as Billing for Insurance		✓	✓	✓	✓	✓
Organizational and Operational Assessments and Improvements	✓	✓	✓	✓	✓	✓
Higher Education Strategy and Facilitation of New Partnership		✓	✓	✓		✓
Strategic Communication and Change Management of New Initiatives or Joint Ventures		✓	✓	✓	✓	✓
Business and Financial Modeling		✓	✓	✓	✓	✓
Agility and Reach — Ability to assemble a relevant team of education experts quickly; strong network	✓	✓	✓	✓	✓	✓
Business Process Mapping, Automation, and Change Management Consulting		✓	✓	✓	✓	✓

Additionally, PrimCorp has recently won strategic support services, financial analysis and change management contracts with GENEDGE and the University of Virginia.

Customer:	The MASY Group 3330 Washington Blvd Suite 500 Arlington, VA 22201	POC:	Kimberly McCliggott 703-888-8121, kimberly.mccliggott@masygroup.com Kate Layton 703-888-8121, kate.layton@masygroup.com
Period of Performance	06/15/2020 - 6/14/2021	Contract No.	Prime: HHM402-20-F-0077 Sub: NIU-SS-PC2020
University	National Intelligence University (NIU)		

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Brief Description of the Contract's Relevance to the Scope: Provide individual support staff who shall be held accountable for supporting day-to-day operations during the contract period. Periodically, the contract staff member may be required to assist in providing support to another NIU program depending on the University operations tempo or for special events such as graduation or orientation.

Brief Description of Services Provided:

Supported the design and use of evaluation results and analysis to facilitate university-wide conversations on institutional assessment and planning at NIU. Consulted with faculty and administration to conduct and use assessment designing assessment tools and measures; analyzing and interpreting assessment; preparing studies and report. Provided inventory-assessment information and instruments used at NIU for purposes of external accreditation, such as the Middle States Commission on Higher Education. Maintained assessment and evaluation databases; validating the accuracy & security of the information developed, merged, and reported; and identifying problem areas associated with the assessment activities of the university and recommending solutions and strategies for continuous improvement.

Customer:	Iowa University System Board of Regents	POC:	Mark Braun, Executive Director
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Period of Performance	January 2015 – Jun 2015	Contract No.	Prime:
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University	University of Iowa, Iowa State University, University of Northern Iowa
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Brief Description of the Contract's Relevance to the Scope: Detailed process mapping and workshops to improve efficiency and productivity in the areas of Finance, Human Resources, and Information Technology; developing a roadmap to improving functions supporting the strategic direction of the Board of Regents.

Brief Description of Services Provided:

Led a team engaged by the Iowa Board of Regents at a critical stage of the TIER (Transparent, Inclusive Efficiency Review) project. Team engaged to work with the Finance, Human Resources, and Information Technology functions at three universities to validate the transformation opportunities and timelines. A team of experienced practitioners proved to have a flexible, pragmatic working style with our diverse teams, resulting in validated opportunities on time and on budget. Additionally, by working cross-functionally, they provided a variety of insights that allowed the Board and universities to avoid significant expenses and better prioritize their initiatives.

Customer:	International Baccalaureate (IB)	POC:	Stephen Magowan
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Period of Performance	May 2013 – March 2014	Contract No.	Prime:
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Organization	International Baccalaureate – Americas Region
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Brief Description of the Contract's Relevance to the Scope: Detailed support and project management of transformation initiative to support outsourcing of functions to a new strategic partner. Support included detailed process mapping, improvement initiatives and on-site support of new and existing personnel.

Brief Description of Services Provided:

Led the transformation effort relocate region finance functions to a global partner in Sri Lanka. Provided detailed process mapping, training the third-party staff onsite in the U.S. through a series of workshops, building Key Performance Indicators (KPIs) and traveling remotely to Sri Lanka to ensure operations were in order prior to the "go live" transition.

Customer:	University of California (UCOP)	POC:	Brenda Rebman
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Period of Performance	2014-2020	Contract No.	Prime:
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University	University of California – Office of the President
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Brief Description of the Contract's Relevance to the Scope: Development of strategic university system initiative to optimize functions; development of risk mitigation plan to support multi-year engagement

Brief Description of Services Provided:

Team organized a 9-year plan to transform payroll operations to one location from multiple locations. Key members provided a detailed review and upgrade to the risk mitigation plan during the campus-by-campus deployment of new services.

Customer:	American Red Cross (ARC)	POC:	Tom Nash, Chief Procurement Officer
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Period of Performance	July 2019 – March 2022	Contract No.	Prime:
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Agency	American Red Cross – Training Services Division
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Brief Description of the Contract's Relevance to the Scope: Utilization of technology to replace manual financial and procurement processes to improve effectiveness to a professional training organization.

Brief Description of Services Provided:

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Led a cross-functional team that, in part, focused on replacing a manual procurement/forecasting tool in the Training Services Division. The Training Services Division is responsible for providing both classroom and online training in first aid, lifeguarding and CPR. Enabled training to be more effective and productive for individuals and healthcare professionals.			
Customer:	University of California	POC:	Brenda Rebman
Period of Performance	August 2014-November 2018	Contract No.	Prime:
University	University of California – Davis		
<u>Brief Description of the Contract’s Relevance to the Scope: Detailed</u> workshops and analysis to mitigate issues with services provided to the university, supported implementation of new services with strong KPIs			
<u>Brief Description of Services Provided:</u> First, in 2013, an external consulting team was tasked with providing a roadmap to “turnaround” as failed Shared Service Center that was not adding value to the internal customers of the organization. The result was an 80+ page report with specific actions and tasks that rebuilt the credibility of the organization and led to growth in the number of services provided. Secondly, for six months in 2018, a key resource served as the Interim Head of the Shared Services center as it was going through a leadership transition. Our team successfully led them through the expansion of services to include the university health care system.			

3.2. Evidence of Ability to assemble a relevant Team of Education Experts Quickly; Strong Network (RFP XIII B4.b)

Please see Section 4.8 for our experience and approach to this area.

3.3. References from Government and other Non-Profit Clients in Areas Covered by the Scope of Work (RFP XIII B4.c)

An additional 4 past performance references are summarized in *Exhibit 2*. Our past performance is based on our successful execution in performing similar contracts with similar SOW elements in other areas of government.

Exhibit 2. Past Performance (PP) Mapping to potential SOWs		PrimCorp has the following SOW Items in four (4) prior experiences			
SOW Item		PP 2 AFRAD	PP 3 CBP 1	PP 4 FAA	PP 5 CBP 2
Higher Education Benchmarking and Data Analysis					
Financial Analysis and Budget Planning		✓	✓		✓
Setting Up Business Functions at a University, such as Billing for Insurance					
Organizational and Operational Assessments and Improvements		✓		✓	
Higher Education Strategy and Facilitation of New Partnership					
Strategic Communication and Change Management of New Initiatives or Joint Ventures				✓	
Business and Financial Modeling			✓		
Agility and Reach — Ability to assemble a relevant team of education experts quickly; strong network					
Business Process Mapping, Automation, and Change Management Consulting			✓	✓	✓

Customer:	Booz Allen Hamilton 1550 Crystal Drive, Suite 300 Arlington, VA 22202	POC:	Brooke Garrett 703-984-1577 garrett_brooke@bah.com
Period of Performance	12/02/2019 - 12/01/22	Contract No.	Prime: GS00Q14OADU108 Sub: S904441BAH
Agency	Department of Defense, U.S. Air Force Training & Readiness Division (AF/A3TR)		
<u>Brief Description of the Contract's Relevance to the Scope:</u> provide On-Site Strategic Planning, Programming Budget, and Execution Analyst FTEs			
<u>Brief Description of Services Provided:</u>			

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- Provide expertise on research, programmatic and execution analytics to link potential programming actions to readiness outcomes. Conduct a working level knowledge of AF organizational structure, strategic planning, budget, and budgetary data element analytics.
- Provide knowledge of a wide range of qualitative and/or quantitative methods for the assessment and improvement of plans and programs for conducting major military operations.
- Analyze actual and predictable interacting operational activities of business systems to obtain a quantitative, rational basis for decision- making or resource allocation.
- Provide detailed guidance and analysis of budgetary and programmatic information, apply probability and statistical techniques to analyze large and complex data sets, for the development and assessment of independent studies, programs, analyses, reports, and cost estimates and other support activities.
- Apply knowledge of the funding, budget execution, cash management, financial reporting, and other operational activities to recommend process improvement actions and risk mitigation methods.
- Please the Appendix for additional details on the services performed.

Customer:	Federal Aviation Administration (FAA) 800 Independence Ave, S.W. Washington, DC 20591	POC:	Paul Holbert Paul.holbert@faa.gov 571-201-1494 Fax: 202-267-5142
Period of Performance	09/24/2020 - 9/23/2022 9/24/2022-9/23/2023	Contract No.	Contract: 693KA9-18-A-00108 Order #: 693KA9-20-F-00170
Agency	Department of Transportation, FAA, Aviation Safety (AVS)		

Brief Description of the Contract's Relevance to the Scope: Provide change management support to the Strategic Integration Team or other designated management teams or individual(s). Assisted in the development and execution of a change management strategy for the 5-year Strategic Plan including associated communications strategies and plans enabling alignment of efforts and expectations to the consensus end-state vision. Provided leadership development to promote culture change and bolster change adoption.

Brief Description of Services Provided:

- Establish new organizational feedback loops
 - Gather feedback via facilitated cross-department huddles and rapid survey tools
 - Facilitated several offsite meetings to engage and enroll targeted stakeholders.
 - Map cross-departmental social networks to bolster the adoption of new ideas and practices
 - Integrate customer experience data into objective prioritization and strategic milestones
- Communicated and enrolled targeted stakeholders (above, next to and external to the AVS org)
 - Developed a communications plan and messaging for AVS and customers to roll out strategy
 - Used benchmark analysis to enroll senior leaders above AVS org with strategy
- Outfit the team with Leadership Development capacity to support strategy execution by promoting the practices, protocols, and behaviors within the culture to minimize support issues.
 - Clarify the roles and accountabilities of the leadership team in support of the strategy
 - Equip leaders through coaching, training, discussions on relevant topics, such as empowerment and leading change
- Provide Technical Writing support as requested for program/meeting documents.

Customer:	Parsons Government Services, Inc. 100 West Walnut Street, Pasadena, CA 91124-0001	POC:	LaMonique Missouri Sr. Subcontract Administrator Lamonique.missouri@parsons.com 678-656-6653
Period of Performance	10/01/2018 - 7/31/2023	Contract No.	Prime: GS00Q140ADU127 Sub: PO-0006327
Agency	Department of Homeland Security U.S. Customs and Border Protection Office of Facilities and Asset Management (OFAM), Facilities Management and Engineering Directorate (FM&E), Field Operations Facilities Project Management Office		

Brief Description of the Contract's Relevance to the Scope: Provide financial management support, analysis, deliverables, and reports to the federal lead. Identify business process best practices and reengineering financial

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management processes. Provide Spend plan management support, rent plan management support and support to CBP using Systems Applications and Products (SAP) application

Brief Description of Services Provided:

- Support the Change Management Process on CBP's SharePoint. Ensured that submitted Change Requests are complete and adequate for entry into the Change Management Process. Facilitated proper routing or change requests and tracked all change requests on CBP's SharePoint.
- Tracked the status of all Program Management Office (PMO) Audits and higher headquarter report requests.
- Completed reporting requirements mandated by Congress, the Administration, DHS, or CBP
- Provided cost/budget data entry, reporting, and analysis to assist PMO's management of rent accounts, transactions in SAP, overtime, and utilities coordination.
- Provided reports and analysis regarding invoicing, SAP transactions including de-obligation requests, Purchase Request (PR) creation, Un-liquidated Obligation (ULO) related data requests, Goods Received/Invoice Received (GR/IR) requests, and SAP data inquiries

Customer:	Customs and Border Protection, FM&E Program Support Division, 1331 Pennsylvania Avenue, 7th Floor Washington, DC 20229	POC:	Clifton Greenhow, clifton.w.greenhow@cbp.dhs.go 202-344-2179 CO: Kevin Sarff kevin.p.sarff@cbp.dhs.gov
Period of Performance	04/23/2021 - 4/22/2024	Contract No.	70B01C21C00000033
Agency	Department of Homeland Security (DHS) U.S. Customs and Border Protection (CBP) Office of Facilities and Asset Management (OFAM) / Facilities Management and Engineering (FM&E) Environmental and Energy Management Division (EEMD)		

Brief Description of the Contract's Relevance to the Scope: Review EEMD's current business processes, both documented and undocumented, and provide a written analysis on methods to improve internal and external communications, business processes and day-to-day operations. Worked with the EEMD Branch Chiefs and Project Leads to identify opportunities to improve and document effective and efficient processes and procedures aimed at increasing productivity and communications. Assisted with budget preparation, formulation, presentation, and execution. Assist with preparing spend plans and determining funding requirements. Monitor expenditures and provide routines reports on budget status and burn rates

Brief Description of Services Provided:

- Reviewed current processes and provided recommended courses of action to improve communication and business practices
- Developed processes, procedures, and tools to assist EEMD with meeting goals and objectives
- Review business partner's operations and provide recommendations on how EEMD can better align its business practices to meet the FM&E Program Management Office requirements
- Provide subject matter expertise in change management, process improvements and process development
- Use SharePoint/Knowledge Management System (KMS) to track and maintain open documents
- Support the Program Leads (as well as other Contractors) with the development of Standard Operating Procedures (SOP) for areas of Budget/Spend Plan and Task Management
- Work with the budget office to develop and update the annual spend plan. Gather and compile budget data and provide a comprehensive report on the funding requirements by Division
- Track expenditures and review the unliquidated obligation (ULO) reports and provide the Budget Officer with updates on expenditures, obligation with no activity in 60 days or more. Create weekly reports on remaining allocations, burn-rates, ULOs, and expenditures
- Work with the COR (Contracting Officer's Representative) in the proper allocation of funding resources, based on budget allocation and contract funding requirements. Conduct analysis of spending patterns and provide advice on ways to increase efficiencies
- Develop budget process and procedure and conduct budget training, as required
- Use SharePoint/Knowledge Management System (KMS) to track and maintain open documents.

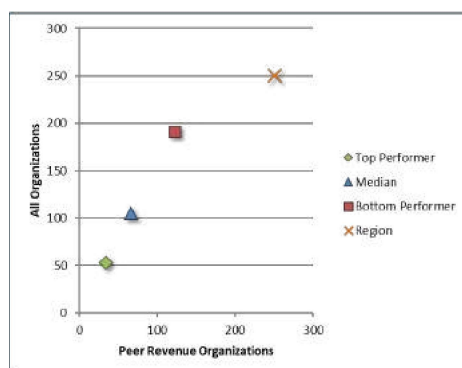
4. Approach (RFP XIII B5, Specific plans/methodology to be used to perform the services)

PrimCorp has established a robust management structure postured to harness resources using our combined education and project management experience. We utilized our recruiting and human resources organizations to recruit, screen, hire, and onboard resources to match the requirements of this contract. We understand that key personnel are a key consideration for the basis of the award, and PrimCorp has a deep understanding of finding the right people for the job. PrimCorp has selected Program Manager, Robert Towle, based on his years of experience combined with successful past performance with higher education and non-profit contracts. He will deliver outstanding service on GMU engagements. In addition, he is our primary POC. He can access our corporate office at any time and has the capability to integrate any program support resources needed or required to ensure quality management of our services offered. Our PM has authority to act on GMU-related activities on behalf of PrimCorp and will work together to assist with any recommendations on making this contract a success. Robert is available from Day 1 of the notice to proceed, is a corporate leader, and a successful communicator.

In addition to our PM, we will select dedicated team members who are committed to GMU based on the individual support needed.

4.1. Higher Education Benchmarking and Data Analysis

PrimCorp personnel are experienced at conducting both best practices evaluations and external Higher Education benchmarking. The benchmarks are derived from industry best practices and help to identify potential improvements that could be achieved if all things were equal. For comparison purposes, benchmarks can be compared to other publicly funded universities.

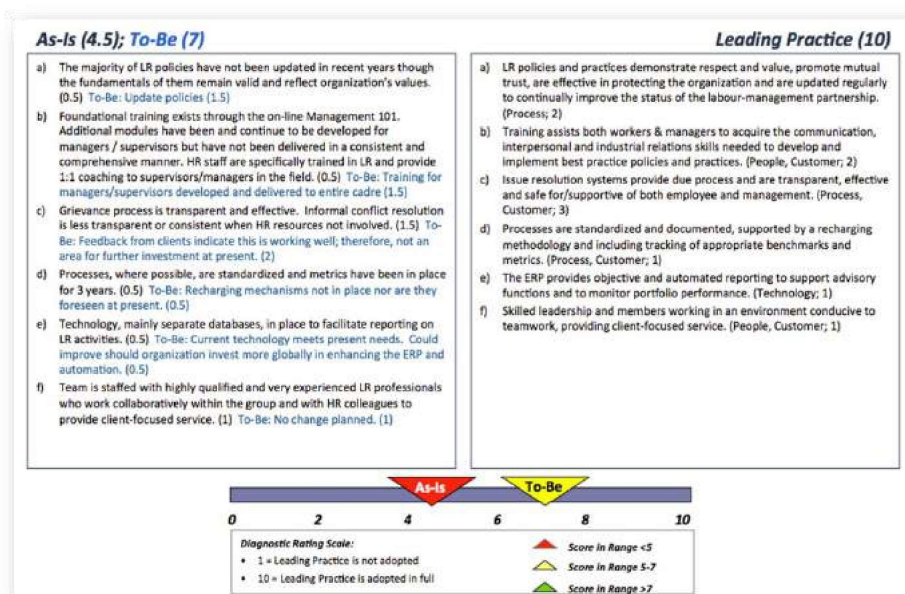


	Region	Median	Gap	\$M
Region	250.4			
All Participants		105.7	-144.6	-\$12.49 M
Peer Revenue		66.0	-184.3	-\$15.92 M

Moving COMPANY – REGION Finance to the median performer level of All Participants would result in savings of over \$12 million annually. This would require a reduction of nearly 145 FTEs at the average compensation level.

At a summary level, we are suggesting a more conservative savings opportunity of approximately \$7.7 million and over 37 FTEs. A higher proportion of higher-cost employee reductions in FP&A accounts for the lower proportion of FTE reductions in the summary analysis. This would move COMPANY REGION between the Bottom Performer and Median Performer level.

Data analysis will also suggest the cost, and time to implement true “best-in-class” practices versus moving forward with dramatic improvement. This can be evaluated through “leading practice diagnostics.” This work has been performed at the University of California – Davis (UC Davis), International Baccalaureate, Iowa State University, University of Iowa, and Northern Iowa University



4.2. Financial Analysis and Budget Planning

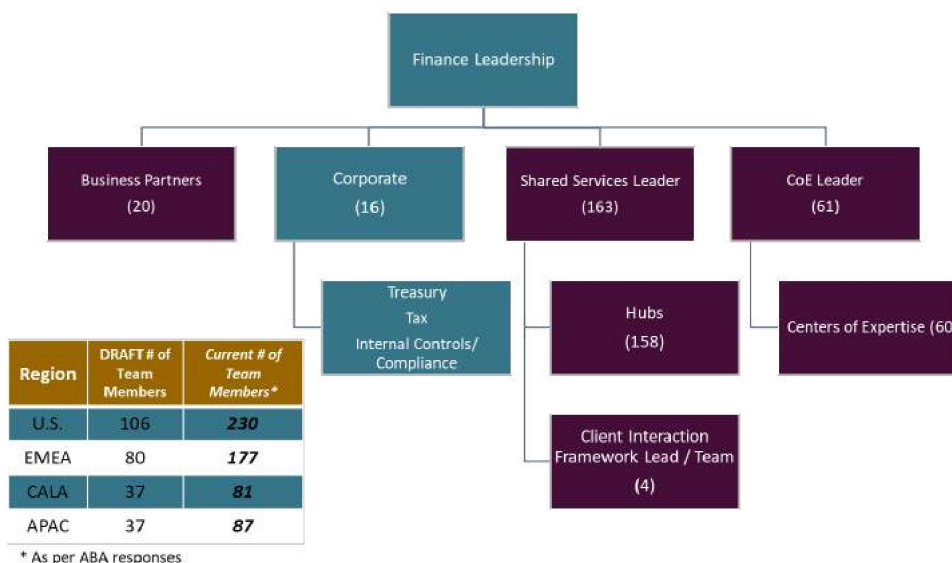
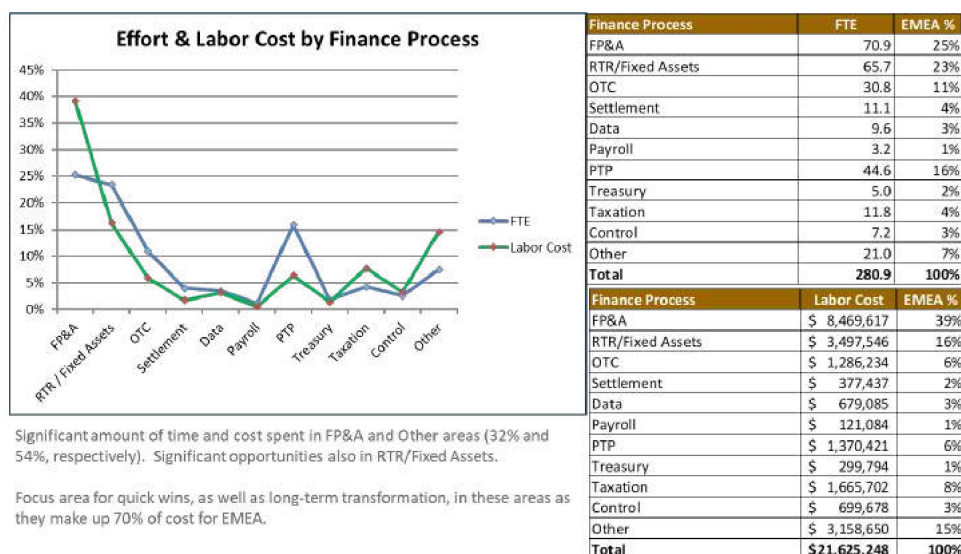
PrimCorp has extensive experience at both conducting detailed financial analysis and budget planning, as well as implementing and/or improving these functions in public sector organizations. This work was demonstrated at the FAA as well as other public sector and university clients.

4.3. Setting Up Business Functions at a University, such as Billing and Insurance

Within numerous projects referenced in Section 3, PrimCorp and PrimCorp's staff has implemented Payroll (University of California Office of the President), Human Resource and Benefits functions (UC Davis), including remediation and improvement plans, Accounts Receivable & Accounts Payable (International Baccalaureate), and Information Technology (American Red Cross). We have extensive experience in process development and the creation of desktop procedure documentation to ensure quality delivery of new services.

4.4. Organizational and Operational Assessments and Improvements

Proven track record both at universities and in a variety of organizations, including the FAA, HHS. Using tools such as an Activity Based Analysis (ABA – see sample output below) and process workshops results in an optimized "To-Be" organizational and operational structure.



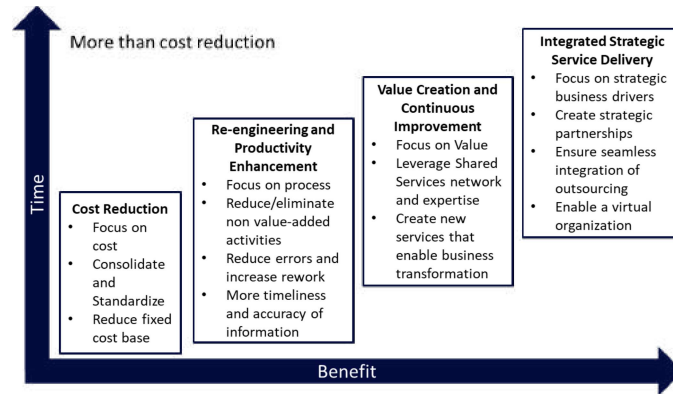
In aggregate, the preceding organization charts would result in annual run-rate savings, redeployment or other investment opportunity as follows:

Option Selected	Annual Run-Rate Savings (\$)
Best Practices	\$44.5 million (approximate)

4.5. Higher Education Strategy and Facilitation of New Partnerships

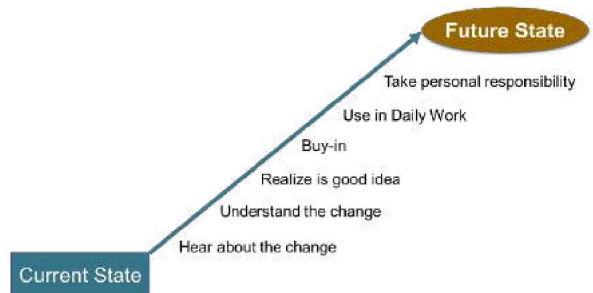
Part of PrimCorp's expertise is the evaluation of a university's strategy and the placement on the following continuum. Once this evaluation is conducted, PrimCorp will make recommendations

on how to improve and/or modify the Higher Education strategy of GMU, including proposing and facilitating new partnerships with GMU. It is also important to know that different departments and offices can be in various places at the same time.

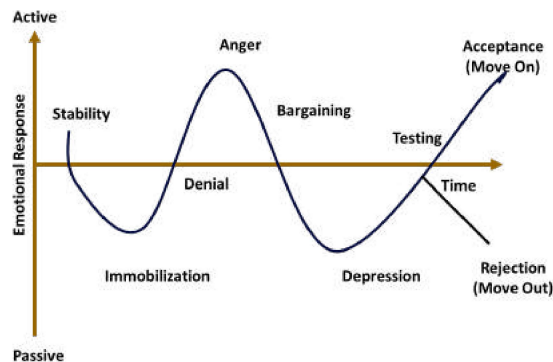


4.6. Strategic Communication/Change Management of New Initiatives or Joint Ventures

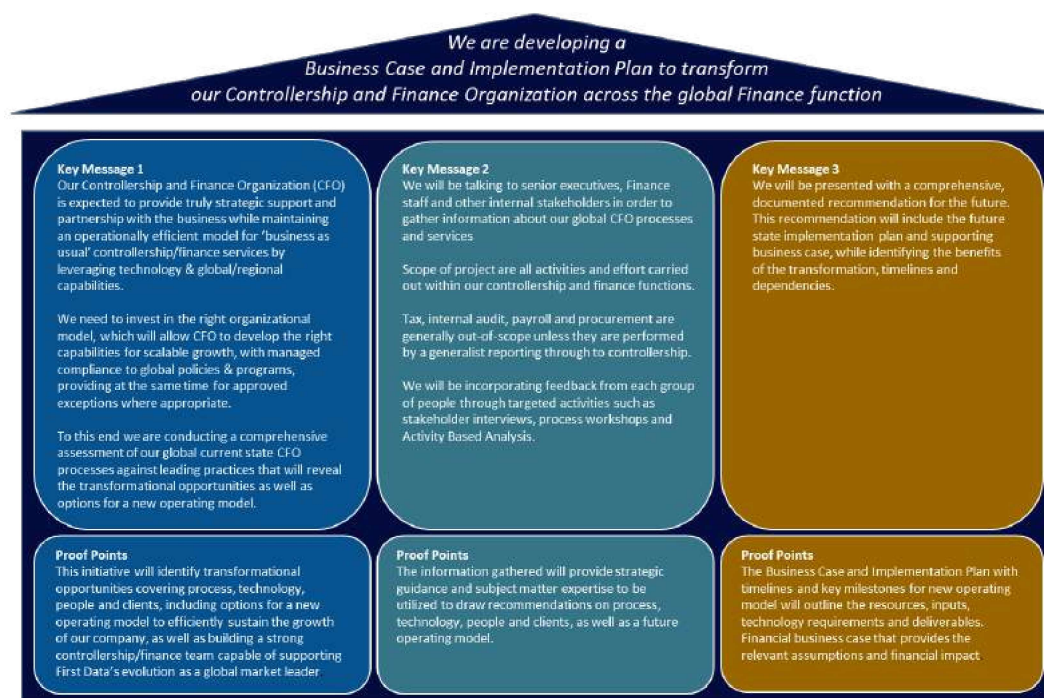
Detailed work at the FAA using Kotter's approach. We educate university teams of the differences between what individuals think change looks like:



And what it actually looks like:



More importantly, we design communications and change management plans, such as the following to mitigate the negative aspects of change and move universities and organizations, such as the American Red Cross and the FAA, forward to new opportunities.



4.7. Business and Financial Modeling

We have performed detailed business and financial modeling at a number of clients. An example of the output of this model is seen (below) in a financial business case



	2015/16	2016/17	2017/18	2018/19	2019/20	Cumulative Impact
Rate Efficiency Savings	-	352	940	940	940	3,172
Productivity Savings	-	134	563	563	563	1,822
Net Investment in Technology, Location, Training	-	(235)	(206)	(206)	(206)	(851)
Net Ongoing Impact	-	252	1,297	1,297	1,297	4,142
1x Investment	(791)	(3,233)	(59)	-	-	(4,083)
Strategic Initiative Net Cash Flow	(791)	(2,981)	1,238	1,297	1,297	59
Contingency	-	188	501	501	501	1,692
Total Potential Cash Flow	(791)	(2,793)	1,740	1,798	1,798	1,752

- Based on fiscal years
- Rate efficiencies and productivity savings are assumed to be realized mid-way through stabilization (February 2017)
- Some costs may be capitalized or classified as restructuring charge, so cash flow is not necessarily equivalent to impact on income
- Financial analysis:

	Cash Flow Before Contingency	Total Potential Cash Flow
Payback	4.2 years	3.6 years
ROI	32%	44%

4.8. Agility and Reach – Ability to assemble a relevant team of education experts quickly; strong network

As noted in Section 3.2 and in the Appendix, PrimCorp has a proven ability to assemble and retain relevant teams of experts. In addition to this, our proposed Program Manager, Robert Towle, has an existing network of over (20) individual experts with the combination of higher education experience and skills ranging from Business Process Analysts, Business Process Improvement

Managers, Change Managers, Communications Managers and Program/Project Managers that can be deployed as needed by GMU.

PrimCorp will use the same management approach and structure on the GMU engagement(s) that we have used successfully on similar federal contracts. PrimCorp will be the focal point for contract performance and accountability and will ensure effective communication and collaboration among PrimCorp members and with GMU. The catalyst to this will be our dedicated PMO that serves as the central hub for managing all requirements issued and will lead the charge for driving quality and standardization through each solution delivered to GMU.

To achieve the necessary oversight, our organizational structure (*Exhibit 3*) encompasses:

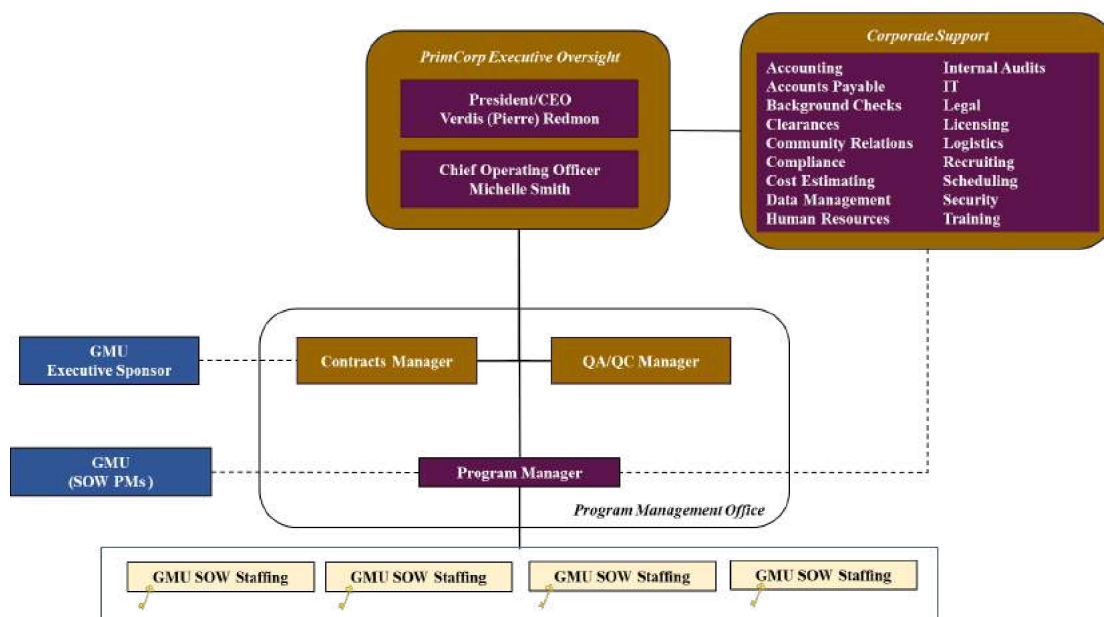
- PrimCorp's Executive Leadership at the corporate level
- A dedicated PMO at the program level that includes our PM, Contracts Manager, Quality Control/Assurance (QC/A) Manager
- A designated technical staff assigned for execution at the project level

Our independent QC/A Manager will provide overall quality oversight of the GMU contract and is responsible for continuous process improvement of quality services provided to GMU, and a Contract Manager, who ensures compliance with the contract terms and conditions. Each function is supported by a comprehensive Corporate Support Staff (as shown under Corporate Support in *Exhibit 3*).

We have assigned as our PM for this contract, one of our proven program/project managers, Mr. Robert Towle, who has over 10 years of program management experience including managing programs for Iowa University System, the UC Davis, HHS (PSC), FAA, American Red Cross, the International Baccalaureate, as well as private sector experience with Coca-Cola, Panasonic, SAS, and many others. His work has utilized Performance Management Plans for technical direction, resources management planning, and assuring quality performance on projects. Prior to consulting, Robert served in several senior financial roles, including CFO of Pinkerton Consulting and Investigations and United States Controller at Hewlett-Packard.

One of the key functions of the PM will be to gain synergies across the corporate, PMO, and project levels of the organization by accurately communicating requirements and collaborating on specific resources needed so we are always poised to appropriately respond to each Call Order requirement and deliver optimal and innovative solutions that align with the GMU customer expectations.

George Mason University
Academic and Business Consulting Services
RFP: #GMU-1827-023



4.9. Business Process Mapping, Automation and Change Management Consulting

In the references we have provided, both in the Higher Education areas and other Federal Government and Non-Profit areas, we have extensive experience in Business Process Mapping and Automation. The following are examples from prior clients.

Level 1: Function

Example Shown: Hire to Retire

Level 2: Process

Example Shown: Hire-to-Retire Processes

Level 3: Sub-Process

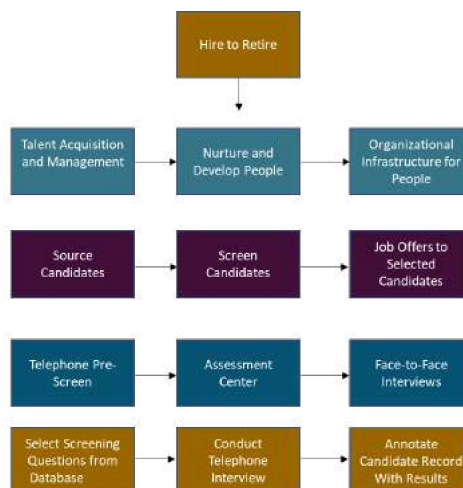
Example Shown: Talent Acquisition and Management

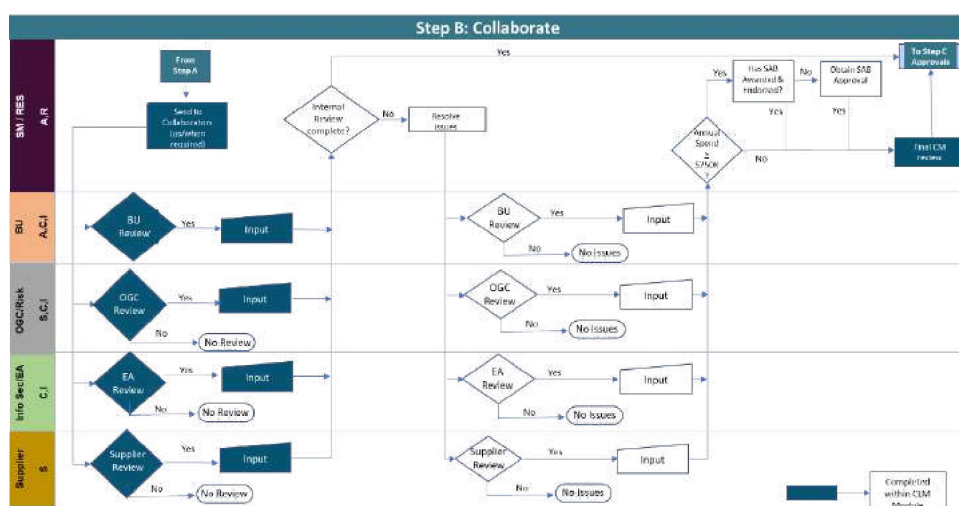
Level 4: Activity

Example Shown: Screen Candidates

Level 5: Desktop Procedures

Example Shown: Telephone Pre-Screen





Our Change Management and Communication Planning expertise is outlined in point 4.6 (above).

4.10. Program Management Plan

Strong Program Management is vital to the success of this engagement with GMU. Team PrimCorp's management approach establishes a dedicated PMO supported by Team PrimCorp Executive Leadership and a SharePoint-based system enabling us to quickly assess, initiate, and provide on-going management of requirements of the size and complexity required by the GMU. Our collaboration tools within the SharePoint-based system ensure effective communications among stakeholders, quick coordination, and the timely delivery of services through our team of qualified staff members. We apply program management best practices to provide standardized and repeatable service delivery processes to requirements management and provide GMU real-time access to acquisition status. Our Team's quality approach is supported by a robust Quality Management process. Key features of our management approach are detailed in *Exhibit 2* with the resultant benefits demonstrated over many projects.

Exhibit 2. Team PrimCorp's Management Approach Features and Benefits	
Proven track record in program management	Low risk = Customer Satisfaction
Collaborative tools for team and GMU coordination and communication	Transparency in request management and execution and GMU requirements satisfied
Dedicated PMO enabling rapid response	Rapid response to requests = Customer Satisfaction
Quality Management approach institutionalized in PMO enabling real-time monitoring	Transparency, cost-effectiveness, rapid course correction
Application of program management best practices for structured repeatable processes	Efficiency, transparency, and risk reduction

PrimCorp effectively manages the ongoing SOW requirements using a comprehensive Program Management Plan (PMP). The PMP serves as the mechanism for incrementally improving each call order's performance levels, identifying relevant constraints, and outlining the processes required to achieve results based on the resources allocated, while implementing a standardized approach that continuously improves PrimCorp's processes. The PMP:

- Describes the overall PrimCorp structure; related management plans and processes; and the methods used to plan, monitor, control, and improve PrimCorp overall.
- It is a dynamic document that will be updated as need dictates to reflect any organizational changes, lessons learned, and advances in methodologies that occur throughout each SOW's lifecycle under the agreement.
- Serves as the basis for integrating all processes and activities across the SOWs and ensures they are properly coordinated and communicated to meet customer expectations and the needs of each individual program.
- Will be maintained and updated (*as needed*) by the PM.

The PM will create a Project Plan in Microsoft Project at the beginning of the engagement with a focus on pre-requisite tasks, critical path, key milestones, and key deliverables. Critical to this Project Plan is that given the flexible environment of working with university clients, this plan is a living document, and will be updated on an ongoing, weekly basis to ensure all existing and future deliverables are noted, tracked, and delivered upon. See the Appendix for additional details and examples of our Program Management Approach.

5. Additional Questions (RFP XIII B6)

5.1. Are you and/or your subcontractor currently involved in litigation with any party? (RFP XIII B6a)

No

5.2. 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. (RFP XIII B6b)

Not Applicable

5.3. Please list all lawsuits that involved your firm or any subcontractor in the last three years. (RFP XIII B6c)

Not Applicable

5.4. In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change. (RFP XIII B6d)

No

6. Proposed Pricing (RFP XIV A4.)

Per RFP XVI, *Payment Terms / Method of Payment*

Our payment preference is 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.

The following is our proposed pricing for the potential SOWs with GMU

	Labor Categories	Years of Experience	Degrees	Description	Hourly Rate
Executive Level	Executive	20	Masters	Senior executive providing strategic direction, vision, leadership, and program management.	\$157.60
	Senior Program Manager	15	Masters	Manages large complex projects, contracts, funds, and resources, including interaction with the customer.	\$145.82
Management Level	Program Manager	12	Bachelor's Degree Required	Performs overall program planning for project(s)	\$129.16
	Senior Consultant	8	Bachelors	Performs detailed analysis and planning.	\$121.40
Mid-Level	Consultant	5	Bachelors	Performs analysis and planning.	\$102.89
	Associate Consultant	2	Bachelors	Performs analysis and planning.	\$59.22
Entry Level	Analyst	1	Bachelors	Applies analytical methodologies and principles to address client's needs.	\$51.72
	Administrative Assistant	0-2	High School	Performs administrative duties and responsibilities in support of projects	\$36.45

Hourly rates (above) include all travel-related expenses to the GMU Fairfax campus and overhead costs. We understand that travel expenses to other locations may be billed at cost, in accordance with Commonwealth of Virginia travel per diems. Please see the Appendix for more information on the position descriptions (above).

George Mason University
Academic and Business Consulting Services
RFP: #GMU-1827-023



7. Appendix

○ RFP Addendum Acknowledgement



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

RFP ADDENDUM NO. 1:

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

The following changes are hereby incorporated into the aforementioned RFP:

1. **Section XI: STATEMENT OF NEEDS: Part B, ADD #18:**
18. Business process mapping, automation and change management consulting.
2. **Section XVIII: RFP SCHEDULE: CHANGE dates highlighted below.**
 - Issue in eVA: 9/8/22
 - Vendors submit questions by: 9/28/22 @ 4:00 PM EST
 - Post Question Responses: 10/04/22 @ 5:00 PM EST
 - Proposals Due: 10/19/22 @ 2:00 PM EST
 - Proposals to Committee: 10/21/22
 - Review and Score Proposals: 10/21/22 – 11/04/22
 - Scores to Purchasing: 11/07/22
 - Oral presentations (if necessary): Will Schedule If Needed
 - Negotiations/BAFO: Tentative For The Week of 11/14/22 to 11/18/22
 - Award: TBD
 - Contract Start Date: TBD

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

Prim Corp, LLC

NAME OF FIRM

Verdis P. Redmon

NAME (Print or typed)

SIGNATURE

10/25/2022

DATE

George Mason University
Academic and Business Consulting Services
RFP: #GMU-1827-023



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Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

RFP ADDENDUM NO. 2:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

Prim Corp, LLC

NAME OF FIRM

Verdis P. Redmon

NAME (Print or typed)

SIGNATURE

10/25/2022

DATE

George Mason University
Academic and Business Consulting Services
RFP: #GMU-1827-023



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Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

RFP ADDENDUM NO. 3:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

Prim Corp, LLC

NAME OF FIRM

Verdis P. Redmon

NAME (Print or typed)

SIGNATURE

10/25/2022

DATE

George Mason University
Academic and Business Consulting Services
RFP: #GMU-1827-023



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

RFP ADDENDUM NO. 4:

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

Prim Corp, LLC

NAME OF FIRM

Verdis P. Redmon

NAME (Print or typed)

A handwritten signature in black ink, appearing to read 'Verdis P. Redmon', written over a horizontal line.

SIGNATURE
10/25/2022

DATE

George Mason University
Academic and Business Consulting Services
RFP: #GMU-1827-023



○ RFP Attachment A Acknowledgement



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

ATTACHMENT A SMALL BUSINESS SUBCONTRACTING PLAN TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Prim Corp. LLC

Preparer Name: Verdis Redmon Date: 10/25/2022

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

Instructions

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

Section A

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

Certification Number: 698712 Certification Date: 04/05/2019

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: _____

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Academic and Business Consulting Services
RFP: #GMU-1827-023



7.1. Glossary of Terms

Acronym	Definition
CAGE	Commercial and Government Entity
CBP	U.S. Customs and Border Protection
CEO	Chief Executive Officer
CMMI	Capability Maturity Model Integration
CO/COR	Contracting Officer or Contracting Officer Representative
CS	Contracting Specialist
CVE	Center for Verification and Evaluation
DoD	Department of Defense
DUNS	Data Universal Numbering System (Dunn & Bradstreet)
EEO	Equal Employment Opportunity
FDA	U.S. Food and Drug Administration
FFP	Firm Fixed Price
FTE	Full Time Equivalent
HHS	U.S. Department of Human Health Services
IDIQ	Indefinite Delivery/Indefinite Quantity
ISO	International Standards Organization
ITO	Individual Task Orders
LLC	Limited Liability Company
NDA	Non-Disclosure Agreement
OAGS	Office of Acquisitions and Grants Services
OSHA	Occupational Safety and Health Administration
POC	Point of Contact
PMO	Program Management Office
PMP	Program Management Plan
PM	Program Manager
QA/QASP	Quality Assurance or Quality Assurance Surveillance Plan
QA/QM	Quality Assurance/Quality Control Manager
QC/QCP	Quality Control or Quality Control Plan
SBA	U.S. Small Business Administration
SDVOSB	Service-Disabled Veteran-Owned Small Business
SOW	Statement of Work
T&M	Time and Materials
TO	Task Order

George Mason University
Academic and Business Consulting Services
RFP: #GMU-1827-023



7.2. Additional Reference Details (RFP XIII B4c)

Customer:	Booz Allen Hamilton 1550 Crystal Drive, Suite 300 Arlington, VA 22202	POC:	Brooke Garrett 703-984-1577 garrett_brooke@bah.com
Period of Performance	12/02/2019 - 12/01/22	Contract No.	Prime: GS00Q14OADU108 Sub: S904441BAH
Agency	Department of Defense, U.S. Air Force Training & Readiness Division (AF/A3TR)		

Brief Description of the Contract's Relevance to the Scope: provide On-Site Strategic Planning, Programming, Budget, and Execution Analyst FTEs

Brief Description of Services Provided:

- Provide expertise on research, programmatic and execution analytics to link potential programming actions to AF readiness outcomes. Conduct a working level knowledge of AF organizational structure, DoD strategic planning, budget, and budgetary data element analytics.
- Provide with government oversight knowledge of a wide range of qualitative and/or quantitative methods for the assessment and improvement of command level plans and programs for conducting major military operations such as tactical airlift, deployment, mobilization, special operations, or similar operations.
- Provide and prepare recommendations to readiness methodology, in order to identify readiness investments and establish an auditable mechanism to track resource and execution spending against readiness reporting outcomes.
- Analyze actual and predictable interacting operational activities of a military or governmental business system to obtain a quantitative, rational basis for decision-making or resource allocation as it pertains to readiness.
- Provide detailed guidance and analysis of budgetary and programmatic information, apply probability and statistical techniques to analyze large and complex data sets, for the development and assessment of independent studies, programs, analyses, reports, and cost estimates and other support activities.
- Provide recommendations on high visibility plans and decisions of senior management officials and resource allocation process regarding planning and acquisition of major upgrades and new system capabilities.
- Recommend guidance for and provide support to planners on fiscal planning and development for the annual Program Objective Memorandum (POM) supporting Air Force rationale concerning planned changes to Future Year Defense Plan (FYDP).
- Apply knowledge of the funding, budget execution, cash management, financial reporting, and other operational activities within the DoD / AF to recommend process improvement actions and risk mitigation methods.
- Integrate program requirements and budget inputs from the Air Staff and MAJCOM sources into a coherent presentation format for AF/A3TR leadership and provide support to effectively defend AF Readiness equities for programs and budgets as they proceed through the AFCS, DoD, and Congressional processes.
- Conduct analysis of financial functions supporting AF/A3TR including operational, technical, and acquisition analysis in support of AF/A3 leadership.
- Perform a broad range of operations research assignments to include analysis of budget and program costs, force structure, and workforce support.
- Provide recommendations that have significant impact on the plans and decisions of senior AF management officials and resource allocation process regarding planning and acquisition of major upgrades and new system capabilities.
- Provide research material, prepares briefings, prepares books, writes talking papers, conducts analyses, and prepare briefing materials in support of AF/A3TR predictive readiness and readiness reporting team and other AF/A3T projects. This includes summaries of meetings attended and solutions resolved.

Customer:	Federal Aviation Administration 800 Independence Ave, S.W. Washington, DC 20591	POC:	Paul Holbert Paul.holbert@faa.gov 571-201-1494 Fax: 202-267-5142
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George Mason University
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RFP: #GMU-1827-023



Period of Performance	09/24/2020 - 9/23/2022 9/24/2022-9/23/2023	Contract No.	Contract: 693KA9-18-A-00108 Order #: 693KA9-20-F-00170
Agency	Department of Transportation, FAA, Aviation Safety (AVS)		

Brief Description of the Contract's Relevance to the Scope: Provide change management support to the Strategic Integration Team or other designated management teams or individual(s). Assist in the development and execution of a change management strategy for the 5-year Strategic Plan including associated communications strategies and plans enabling alignment of efforts and expectations to the consensus end-state vision. In addition, outfit the team with leadership development capacity to promote culture change and bolster change adoption.

Brief Description of Services Provided:

- Establish new organizational feedback loops
 - Intentionally and regularly seek feedback from early adopters via facilitated cross-department huddles and rapid survey tools
 - Develop agendas, materials, and facilitate several offsite meetings to engage and enroll targeted stakeholders. In preparation for the offsite meetings, conduct several preparatory meetings with the Strategic Integration team as well as members of the Initiative teams and AQS-1 leadership. In addition, provide documentation of the outcomes of the work done
 - Map cross-departmental social networks to bolster the adoption of new ideas and practices
 - Integrate customer experience data into how AVS prioritizes objectives and strategic milestones
- Communicate and enroll targeted stakeholders (above, next to and external to the AVS org)
 - Develop a communications plan and messaging for AVS to roll out strategy
 - Develop a communications plan and messaging for customers to understand the strategy
 - Use benchmark analysis to enroll senior leaders above AVS org in what this strategy can make possible impact across agency/across government
 - Establish regular methods and modes for communicating during the initiative formulation, execution, and close-out
- Outfit the team with Leadership Development capacity to support strategy execution by promoting the practices, protocols, and behaviors within the culture that will support strategy execution and minimizing or eliminating those that will not support strategy execution
 - Clarify the roles/ accountabilities of the cross-level leadership team in support of the strategy
 - Equip leaders through coaching, training, discussions on relevant topics, such as empowerment, leading change, and giving/receiving feedback
 - Leverage the transformational initiatives to strengthen leadership capability (coaching others, mentorship, "stretch" assignments) at the next tier of management
- Provide Technical Writing support as requested for program/meeting documents.

Customer:	Parsons Government Services, Inc. 100 West Walnut Street, Pasadena, CA 91124-0001	POC:	LaMonique Missouri Sr. Subcontract Administrator Lamonique.missouri@parsons.com 678-656-6653
Period of Performance	10/01/2018 - 7/31/2023	Contract No.	Prime: GS00Q140ADU127 Sub: PO-0006327
Agency	Department of Homeland Security U.S. Customs and Border Protection Office of Facilities and Asset Management (OFAM), Facilities Management and Engineering Directorate (FM&E), Field Operations Facilities Project Management Office (FOF PMO)		

Brief Description of the Contract's Relevance to the Scope: Provide financial management support, analysis, deliverables, and reports to the federal lead. Identify business process best practices and reengineering financial management processes. Provide Spend plan management support, rent plan management support and support to CBP using Systems Applications and Products (SAP) application

Brief Description of Services Provided:


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- Support the Change Management Process on CBP's SharePoint. Ensure that submitted Change Requests are complete and adequate for entry into the Change Management Process. Facilitate proper routing or change requests and track all change requests in the Change Management System on CBP's SharePoint.
- Track the status of all FOF PMO Audits and higher headquarter report requests.
- Complete reporting requirements mandated by Congress, the Administration, DHS, or CBP
- Provide cost/budget data entry, reporting, and analysis to assist FOF PMO's management of rent accounts, transactions in SAP, overtime, utilities coordination, and monitoring and coordinating Occupancy Agreements with GSA
- Provide reports and analysis regarding Service Entry Sheet (SES) creation/invoicing, SAP transactions including de-obligation requests, Purchase Request (PR) creation, Un-liquidated Obligation (ULO) related data requests, Goods Received/Invoice Received (GR/IR) data requests, SAP data inquiries, parked invoices, and financial tasker response. Coordinate and develop Exhibit 54, GSA's annual space budget justification process.


Customer:	Customs and Border Protection, FM&E Program Support Division, 1331 Pennsylvania Avenue, 7th Floor Washington, DC 20229	POC:	Clifton Greenhow, clifton.w.greenhow@cbp.dhs.gov 202-344-2179 CO: Kevin Sarff kevin.p.sarff@cbp.dhs.gov
Period of Performance	04/23/2021 - 4/22/2024	Contract No.	70B01C21C00000033
Agency	Department of Homeland Security (DHS) U.S. Customs and Border Protection (CBP) Office of Facilities and Asset Management (OFAM) Facilities Management and Engineering (FM&E) Environmental and Energy Management Division (EEMD)		
<u>Brief Description of the Contract's Relevance to the Scope:</u> Review EEMD's current business processes, both documented and undocumented, and provide a written analysis on methods to improve internal and external communications, business processes and day-to-day operations. Work with the EEMD Branch Chiefs and Project Leads to identify opportunities to improve and document effective and efficient processes and procedures aimed at increasing productivity and communications. Provide assistance with budget preparation, formulation, presentation, and execution. Assist with preparing spend plans and determining funding requirements. Monitor expenditures and provide routines reports on budget status and burn rates			
<u>Brief Description of Services Provided:</u> <ul style="list-style-type: none">• Review EEMD's current processes and provide recommended courses of action to improve communication and business practices• Develop and document processes, procedures, and tools to assist EEMD with meeting goals and objectives• Review business partner's operations and provide recommendations on how EEMD can better align its business practices to meet the FM&E Program Management Office requirements• Provide subject matter expertise in change management, process improvements and process development• Use SharePoint/Knowledge Management System (KMS) to track and maintain open documents• Support the Program Leads (as well as other Contractors) with the development of Standard Operating Procedures (SOP) for the following areas:<ul style="list-style-type: none">○ Budget/Spend Plan○ Task Management (to be updated)• Work with the budget office to develop and update the annual spend plan. Gather and compile budget data and provide a comprehensive report on the funding requirements by Division• Track expenditures and review the unliquidated obligation (ULO) reports and provide the Budget Officer with updates on expenditures, obligation with no activity in 60 days or more. Create weekly reports on remaining allocations, burn-rates, ULOs, and expenditures• Work with the COR (Contracting Officer's Representative) in the proper allocation of funding resources, based on budget allocation and contract funding requirements. Conduct analysis of spending patterns and provide advice on ways to increase efficiencies• Develop budget process and procedure and conduct budget training, as required• Use SharePoint/Knowledge Management System (KMS) to track and maintain open documents.			


7.3. Sample Project Resource Profiles (RFP XIII B4b)

Contract Role	Chief Executive Officer/President	
Name: Pierre Redmon		
Education and Qualifications:	BS – Accounting, Grambling State University, Grambling, Louisiana MBA – Golden Gate University	
<p>Verdis “Pierre” Redmon, as the CEO and President of PrimCorp, LLC, brings more than 35 years of comprehensive leadership experience and success in all aspects of program management, supply chain management, logistics, fuels management, environment compliance and quality assurance. As the Director of DHS Programs in B3 Solutions, Pierre built a responsive organization (from the ground up) that consistently delivered results by aligning the requisite strategic vision to achieve business goals, with a unique blend of executive acumen, team building, and solutions development credited with strong operational improvement resulting in a significant growth in B3 Solutions’ revenue of over \$5 million. Before joining B3 Solutions, Pierre was the Principal for the Logistics line of business in Acquisition Solutions from 2006-2008, and a Program Manager for multiple supply chain management programs within the Altarum Institute in 2005. Prior to entering private industry, Pierre spent 26 years in leadership service to the U.S. Air Force, retiring from military service as a Lieutenant Colonel in 2004. During his tenure, Pierre integrated numerous initiatives to improve all aspects of supply chain management, purchasing, maintenance and financial management for the Air Force in multiple leadership positions, including Program Manager/Executive Officer in the Pentagon, Commander of the Defense Energy Support Center in Alaska, Commander of the 27th Supply Squadron in Cannon AFB, NM, and Chief of the Air Forces RAF Depot Closure in Royal Air Force in the United Kingdom, among others. Throughout his service, Pierre was known for his self-starting abilities in always exceeding performance metrics, increasing productivity levels, reducing operating costs, formulating long-range policies, and ensuring full client satisfaction.</p>		
<p>Program & Project Management</p> <ul style="list-style-type: none">• Project manager and task leader on highly visible commercial and government projects, creating/managing project budgets, writing project proposals, staffing plans and reports, meeting with clients/partners, and their senior leadership, mentoring junior team members, traveling to perform work at client sites• Provided comprehensive program management for the Disaster Operations Mission Assignment Program.• Developed program management plans (including communications, risk management, quality assurance, issues management, and performance).• Assisted in establishing a long-term contract for the operational, intermediate, and depot level maintenance in support of the P-3 Program Office and the 16 P-3 aircraft, implementing and executing a plan of action that included conducting market research, facilitating the source selection process, and establishing a viable program management structure (with sustainable processes and plans) to effectively manage the contract. As a result, a 10-year contract was awarded on-time with a seamless transition by the incumbent contractor.• Performed related acquisition and program management support activities, on behalf of the P-3 Program, to include requirements development; business case analyses, team facilitation, acquisition planning, acquisition strategy development, acquisition planning, statements of work development, evaluation criteria development, source selection planning and other business support activities.		
<p>Process Improvement</p> <ul style="list-style-type: none">• Participated in the development of policies and procedures required for the improvement or modification of existing programs and the implementation of new programs• Oversaw the review and update of the DHS Directorate Program Management Plans on a periodic basis• Within FEMA Logistics, developed IGCE, Statements of Work, and Performance Work Statements; analyzed transportation logistics procedures, identified gaps, and recommended process improvements; implemented training; and tracked logistics requests for the movement of critical commodities.		

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Contract Role	Chief Operating Officer
Name: Michelle Federico	
Education and Qualifications:	BS – Business Administration, Strayer University MBA – Strayer University
<p>Michelle Federico, as the Chief Operating Officer of PrimCorp, LLC, brings more than 25 years of experience in acquisition and program management, including managing programs ranging in varying levels of complexity, performing business process re-engineering, data analysis, requirement(s) identification, program management, and implementation of processes and solutions that successfully impacted organizations. Her results-driven background includes performance based contracting and management, negotiations, program management, and development of creative solutions, as well as staff training, mentoring and deployment. Prior to entering private industry, Michelle spent 17 years in Government service as an acquisition subject matter expert. During this time, Michelle served on advisory panels speaking on the government solicitation process, negotiated, and secured difficult fuel deliveries, and spearheaded the development of new programs that transformed the fuel delivery process for extremely remote and logistically difficult destinations in Alaska. All efforts resulted in significant cost savings to the Government and gained efficiencies stemming from the realization of industry best practices.</p>	
<p>Program & Project Management</p> <ul style="list-style-type: none"> • Provides a full range of acquisition and program management support to the Program Management Office and the Contracting Office for the Comprehensive Tactical Infrastructure Maintenance and Repair (CTIMR) Program within the Customs and Border Protection (CBP). • Performs related acquisition and program management support activities, on behalf of each program, to include requirements development; business case analyses, team facilitation, acquisition planning, acquisition strategy development, acquisition planning, statements of work development, evaluation criteria development, and source selection planning and facilitation. 	
<p>Develop Benchmarks for Cost of Service</p> <ul style="list-style-type: none"> • Evaluated offers received against established evaluation criteria and prepared Price Negotiation Memorandums documenting the result of negotiations and the justification of both competitive and sole source awards. • Negotiated directly with foreign and domestic companies regarding prices, delivery issues, and quality of product delivered to ensure compliance with contract requirements. • Facilitated three technical and cost evaluation teams through the evaluation process while providing assistance and advice to the evaluators, documented the proceedings, and produced evaluation reports that led to contract award. • Leading the entire acquisition and source selection process, from the generation of the requirements and acquisition packages to the facilitation of the Technical and Cost Evaluation Teams, development of evaluation reports, source selection authority briefings and decision documents, as well as providing expert advice and assistance to the source selection decision-making authorities. 	
<p>Process Improvement</p> <ul style="list-style-type: none"> • Automated and streamlined DHS' manual acquisition workload process for their procurement organization by developing a Microsoft Access database that tracked the workload from the initial purchase request to contract award and administration 	

Contract Role	Assignment Partner/Senior Project Manager	
Name: Robert Towle		
Education and Qualifications:	BA – History, Southwestern University, Georgetown, Texas MBA – Finance and Information Technology, Auburn University	
<p>Robert has over 30 years of experience in finance, shared services, and technology implementations. He has managed multiple shared services transformation projects and has held multiple roles managing shared services operations in the U.S., U.K. and in multiple locations in India. Prior to his recent assignments, he was the Vice President of Finance for Pinkerton Consulting. Prior to Pinkerton, Robert was the Vice President of Global Operations Finance for Travelport Limited, with responsibilities that included the management of company’s Indian Shared Service Center, Global Corporate travel, and North American Payroll Operations.</p> <p>Core values include the enhancement of financial controls, process improvement and “mistake-proofing” operations through process design. He is well suited to developing transformation activities.</p> <ul style="list-style-type: none">• From 2013 to 2014 led a major transformation of finance operations at a global non-profit organization.• Led Engagements with the University of California, Iowa University System (University of Iowa, University of Northern Iowa, Iowa State University) and University of California – Davis.• Led multiple engagements with the American Red Cross, including support for their Training Services Division.• As Vice-President of Global Operations Finance at Travelport, responsible for developing service level agreements and KPIs for captive shared services centers in preparation for sale to third-party BPO organization. Developed external commercial relationships and partnerships.		
<p>Process Improvement</p> <ul style="list-style-type: none">• Lead for re-engineering financial processes at Pinkerton Consulting.• Led Six Sigma team focused on improving and standardizing shared services operations at Travelport.• Performed benchmarking, best practice review activities and gap analysis to supplement process design workshops to design future state end-to-end processes to support university functions		
<p>Information Technology</p> <ul style="list-style-type: none">• Extensive ERP implementation experience covering SAP and Oracle since 1998.• Extensive use of Hyperion Enterprise and HFM tools for consolidation and reporting.<ul style="list-style-type: none">• Managed U.S. rollout of SAP for HP & integration of acquisitions onto Oracle Financials platform.		
<p>Shared Services</p> <ul style="list-style-type: none">• Led detailed assessment of public sector Performance Measurement process including recommendations for areas of improvement and a stronger Client Interaction Framework.• Managed the changes in organization and personnel to achieve the restructuring, covering redeployment, relocation, retraining and/or redundancy. This included the direct communication of the change vision and impacts to both senior management and the operating staff of the companies concerned.		
<p>Develop Benchmarks for Cost of Service</p> <ul style="list-style-type: none">• Evaluated and recommended benchmark metrics for university clients• Responsible for benchmarking activities across finance, HR, IT, and procurement		
<p>Program & Project Management</p> <ul style="list-style-type: none">• Project manager for transition of core accounting functions for non-profit to a third-party business process outsourcer. Project delivered on time and on budget.• Project manager for detailed Performance Measurement review, analysis, and re-implementation.• Project Manager for projects at multiple universities.		

7.4. Supporting Details – Assembling and Retaining Project Teams of Education Experts (RFP XIII B4b)

Our team's passion lies in our most important asset – our staff – adhering to our core values of excellence, honesty, reliability, and professionalism. Our commitment to treating our team with the highest level of respect is ultimate. Each employee must go through an intense screening, onboarding, and training process before he or she will be permitted to work. In addition to providing industry-leading customer service, we utilize advanced technology to accomplish contracts, SOW requirements, provide personnel, and cost reports for customers. From timekeeping to invoicing and reporting, our Deltek CostPoint suite of technological tools and reporting mechanisms reinforces customer satisfaction and confidence. These attributes have been proven on a wide number of Federal Government contracts. Our staffing approach consists of identifying and retaining qualified candidates using a comprehensive staffing approach (*Exhibit 3*) to fill the labor categories that will be required to fulfill GMUs various SOWs.

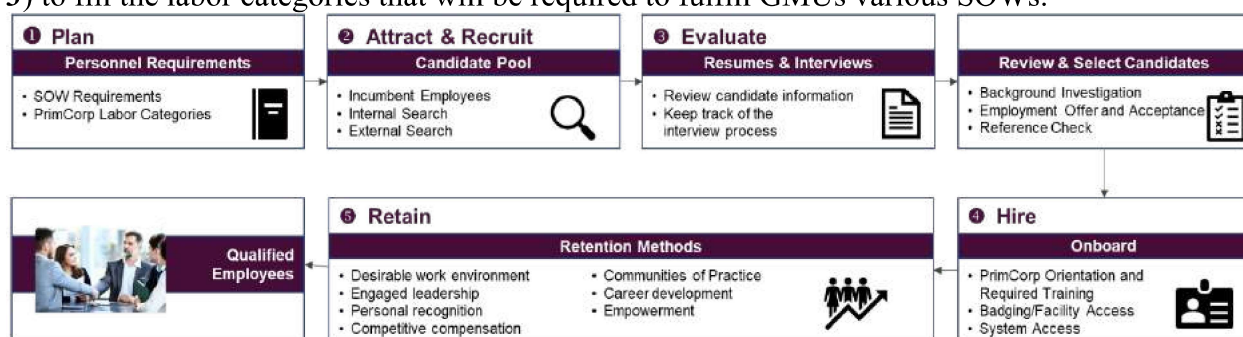


Exhibit 3. Staffing Approach – The Right Person the First Time

Attract, Recruit, Hire, and Retain Qualified Personnel. Critical to delivering SOWs for GMU is the ability of our team to proactively recruit, screen, hire, and manage resources. PrimCorp has a robust and well-established infrastructure necessary to attract, recruit, hire, and retain quality candidates to fulfill program resource requirements. Our ability as a small business to locate and secure the services of quality personnel is unparalleled. Through the implementation of performance standards and measurements coupled with above standard industry incentives and benefits, we can offer (and more importantly retain) the best personnel available. Our goal is to provide *the right person the first time*.

Recruitment and retention of qualified personnel is a top priority for us. When searching for team members, we utilize internal and external recruiting resources that align with our client's needs. We also tap into the professional networks of existing team members to identify new talent. This approach is instrumental to our success in finding candidates whose abilities, work ethic and professional skills are in alignment with our corporate values and with the contract's goals and objectives. We continuously refresh our pipeline of resumes by staying in frequent contact with qualified candidates to provide hiring managers quick access to pre-screened candidates. We take pride in our ability to staff professionals to meet all contract and SOW requirements in a timely manner using our proven and well-established recruitment tools to identify and secure talent with prior education expertise and project experience.

As part of our recruiting process, we seek recommendations and referrals from corporate reach back and our extensive veteran network, who understand the skills necessary for successful performance of the SOW tasks (networking). We review existing/internal personnel for possible transfers, post job announcements on our company and recruiting websites, and search for candidates on multiple recruiting platforms (i.e., Indeed, ZipRecruiter, LinkedIn). If prospective candidates meet the position requirements, we then assess intangibles that make the prospect a compelling candidate. Specifically, we look for traits that resonate with all highly effective personnel: (1) Are the candidates seasoned professionals or have the aptitude to rapidly enhance their expertise in their respective area (s)? (2) Are they enthusiastic about their subject matter since enthusiasm promotes learning and desire to improve performance? (3) Are they highly capable professionals who can successfully support their customers?

For all staffing requirements, we employ our proven 6-step Recruitment Process (**Exhibit 4**) to ensure resources are quickly identified and secured within 30 days of a SOW award and are ready to start on Day 1.

Exhibit 4. 6-Step Recruitment Process	
Phase	Steps
Step 1. Determine Requirements	Recruiter receives a Position Compliance Matrix (PCM) from the PM containing PWS labor category requirements. Using the PCM, the Recruiter starts the search for candidates.
Step 2. Candidate Search	Based upon the requirements from the PCM, the Recruiter sources resumes through multiple recruitment tools and employee referrals. The Search, Pre-Screen and Interview phases are a continual process until an approved candidate is hired and reports to the customer site.
Step 3. Candidate Pre-Screen	The PCM becomes the mechanism employed by the Recruiter to capture the candidates' qualifications and compare them against all the stated requirements. Deviations, if applicable, are recorded and analyzed to determine a candidate's overall fit and eligibility within the position. Once it is determined the candidate meets all the position requirements, a copy of the candidate's resume, proof of qualification documents and approved PCM is sent to the PM for review. The PM gives a go/no-go decision to the Recruiter. The "go" candidates are then scheduled by the Recruiter for an interview with the PM.
Step 4. Candidate Interview	During the interview phase, the PM uses the PCM to further validate the candidate's experience, skill set, education, and training, and assess the candidate's ability to integrate within the team. Upon completion of the interview, the PM then forwards a go/no-go decision to the Recruiter.
Step 5. Down Select Hire/No Hire	During the hire/no hire phase the Recruiter receives the go/no-go decision from the PM and proceeds accordingly. A hire decision includes the following onboarding process steps: clearance verification; background check; offer letter; new hire paperwork.
Step 6. Onboard Selection	To maximize Day 1 productivity, the PM coordinates and facilitates onboarding activities prior to the new hire's arrival. A New Hire Checklist is used to integrate the new hire into the team. The PM monitors onboarding activities to confirm training and orientation activities are completed.

Hiring Strategies and Incentives. Our selection and hiring process plays a big part in achieving high employee retention. PrimCorp's hiring process ensures each candidate fully understands the duties they perform and validates that those duties are in line with the candidate's interests, motivations, expectations, and career path. We verify employment information to ensure hiring is based on complete and accurate data. This process has been proven to positively impact employee turnover rates and retention, which results in higher quality hires.

We recognize the key to retaining employees is job satisfaction. When candidates join PrimCorp, they find it to be a rewarding work environment. Our ability to attract and retain quality employees is supported by our proven management style, which stresses open and ongoing communications. Specifically, we are committed to a culture that encourages managers to treat all employees as individuals and to provide them with the most positive work environment possible. We engage our employees and encourage them to suggest improvements to the working environment and quality of life for the team. **Exhibit 5** presents our tested and proven retention approach and incentives.

Exhibit 5. Retention Approach	
Component	Retention Approach
Professional Excellence	We identify and recruit individuals who are committed to advancing themselves and flourish in an environment that encourages and rewards professional excellence.
Proper Supervision and Management Support	Employee retention is highly influenced by the professionalism and the supervisory skills of the Project Leader. We coach, counsel, and mentor our Project Leaders, and other managers, to manage and empower their staff.
Professional Development	We establish a professional development plan within three months of an employee's start and evaluate and adjust it annually. We pay for all passed certification tests (e.g., PMP) and pay for professional membership fees and recertification tests.
Employee-Oriented Culture	We advance employee morale and open lines of communication through social gatherings, award celebrations that recognize deserving employees, spot awards for exemplary performance and annual bonuses.
Internal Promotions	We give first preference to our employees for promotion opportunities. This is extremely important in retaining personnel.
Competitive Compensation Package, Including Employee Benefits	We offer highly competitive salaries and benefits that exceed industry standards. Our benefits package includes contributions for health and dental insurance, automatic 3% contribution to 401(k) with immediate vesting, 2 weeks paid time off, and 11 paid holidays.

Also, as part of our incentive program and linked to employee satisfaction is our competitive compensation plan. PrimCorp strives for the best possible compensation packages to recruit and retain personnel, while still meeting the State and Local Government's goal to attain the lowest executable price. Compensation includes pay and benefits including paid time off, holidays, health, and dental insurance, 401(k) plan with automatic 3% contribution (whether the employee contributes or not), annual performance bonuses, holiday bonuses, and on the spot bonuses for customer recognition, all of which also increase employee retention. Our compensation plan and positive work environment enable PrimCorp to recruit and retain qualified personnel throughout our contract efforts. Our current employee retention rate is 93-95% that, according to the SHRM's Human Capital Benchmarking database, is 38% higher than comparative companies in our industry.

We have successfully demonstrated timely personnel replacement for vacancies that occur on existing contracts from our pool of screened and qualified candidates. Our pool consists of qualified personnel, who we screen and identify as part of our normal recruiting processes and are available within 30 days or less. Accordingly, we do not anticipate retention issues that will cause personnel gaps.

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Incentive/Recognition Program. PrimCorp endeavors to motivate our employees by utilizing robust employee recognition and compensation practices. These practices include multiple unique benefits and communication elements intended to emphasize PrimCorp's sincere appreciation for our staff. **Exhibit 6** provides an overview of our benefits and practices.

Exhibit 6. PrimCorp's Benefits, Communications and Recognition Practices		
Leave Benefits	Insurance Benefits	Employee Welfare Benefits
<ul style="list-style-type: none"> • Paid Time Off • Paid Holidays (11 Federal) • Paid Jury Duty Leave • Paid Bereavement Leave • Paid Military Leave 	<ul style="list-style-type: none"> • Health, Dental, and Vision • 401(K) Retirement Plan • Life Insurance / Accidental Death and Dismemberment • Short and Long-Term Disability 	<ul style="list-style-type: none"> • Educational Assistance • Travel Assistance • Employee Referral Reward
Communication and Recognition Practices		
<ul style="list-style-type: none"> • Certification Training • Annual Performance Bonuses 	<ul style="list-style-type: none"> • On-the-Spot Recognitions • Longevity Awards • Spot Cash Awards 	<ul style="list-style-type: none"> • Employee Assistance Program • Communities of Practice/Intranet Portal • Open Door Communication

Our approach includes constant communication (newsletters and intranet portal), a rewards program for excellent work, milestone employment anniversary bonuses, on the spot bonuses for exceptional effort beyond expectations, and an incentive program for supporting incentive-based contracts. This program helps us maintain our high retention rate, so our customers receive the best solutions from a stable and dedicated staff.

7.5.1. Program Management Cost, Schedule, and Quality

The strong program management provided by PrimCorp will allow the administration of all SOWs issued under the contract so that the cost, schedule, and quality requirements of each order are tracked, communicated to GMU, and attained in the following ways.

Exhibit 9. Program Management Cost, Schedule & Quality		
Program Management	Accomplishments	Proofs
Costs	Proper management of delegated acquisitions in a cost-effective manner, utilizing the resources engaged without the utilization of overtime or additional expenditures	As an HHS Acquisitions contractor, Team PrimCorp has 11 years of acquisition management services experience, ensuring contracts, grants, cooperative agreements, and IAAs were awarded with integrity. PrimCorp completed 312 awards for HHS Program Support Center (PSC) in 2021, involving management, business, and administrative services.
Schedule	Clearly identified pre-requisites, owners and requirements that are updated on an ongoing basis will allow the delegated acquisitions to be made as required on a timely basis. Oversight provided by Team PrimCorp will ensure deadlines are met.	Developed a multi-faceted program plan for 11 Strategic Initiatives at the FAA that was successfully utilized to stay on schedule, including milestones, deliverables, and due dates. The plan would “flag” process owners of risks to the project deliverables.
Quality	QC approach consistent with PMI (Project Management Institute) Project Management Body of Knowledge (PMBok); Inspection process utilized to ensure quality	ISO 9001 Certification key aspect of program management; Plan-Do-Check-Act continuous improvement cycle is a foundational aspect of Team PrimCorp’s Quality Management Program

7.5.2. Project Control

Project Control includes project governance (including key roles), key milestone and deliverable management (including weekly status reports), and risk identification and mitigation.

Project Governance

Successful client engagement is necessary to ensure project control. Developing project governance structure is key to this, such as the following example.

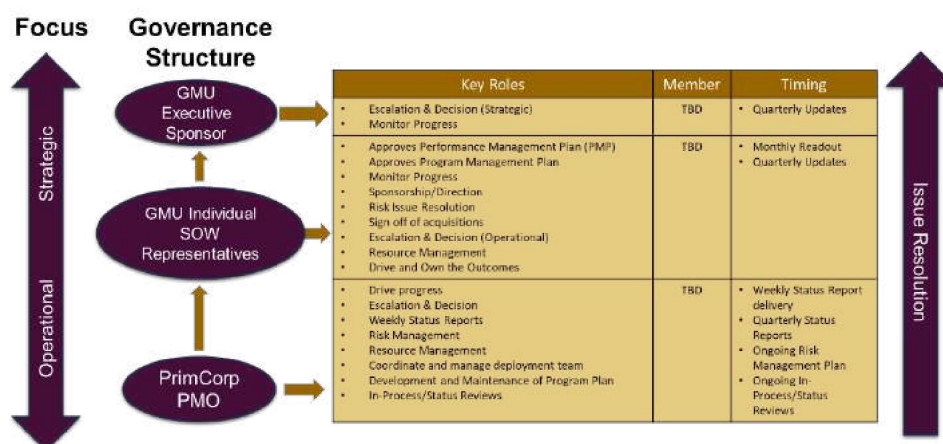


Exhibit 10. Sample Project Governance Structure

A key component will also be to clearly outline the roles and responsibilities (in addition to the diagram above) of the key stakeholders at GMU. A sample is shown in the following exhibit.

Exhibit 11. Sample Project Role Definitions	
Role & Name	Responsibilities
GMU Executive Sponsor	<ul style="list-style-type: none"> Formulates the goal of the program in alignment with the strategy. Ensures alignment and management support at GMU Responsible for the delivery of the value from the Program. Appoints individual representatives for individual SOWs Participates in Quarterly Review Meetings
GMU Individual SOW Representative(s)	<ul style="list-style-type: none"> Translates the strategic imperatives into specific initiatives and objectives. Organizes all university stakeholders to ensure the realization of the SOW. Owns the program documents. Ensures alignment of objectives with program objectives. Provides guidance to project by participation in Project Steering Committees. Ensures information on non-related projects is provided to the PMO Program manager to facilitate complete program reporting.
PrimCorp Program Manager (<ul style="list-style-type: none"> Ensures the progress of the Program by employing structured management practices. Presents program status on monthly review meetings. Applies a 'best practice' process and methodology for Program Management. Drives the successful acquisitions and activities of staff. Ensures timely and consistent reporting for program status reviews and tollgates; facilitates meetings/conference calls related to the program. Provides complete information on program status and decisions to individual SOW representative(s)

Management of Milestones & Deliverables

Key milestones and deliverables will be managed using a variety of tools for project control, including Weekly Status Reports, as shown by examples below. The first page provides a quick overview by the Individual SOW Representative(s) of the status weekly.

Weeks ended Sep. 10, 2021	Enterprise Services/System Oversight Office Program Project Manager:			Overall Status	
Key Achievements – Past Week (and Prior)			Project Deliverables	Owner	Date
<ul style="list-style-type: none">Weekly discussion on project status notes			Discovery Conversations/Resource Planning	Name	Dec-Feb
			Program Plan	Name	7/21
			Facilitated Sessions – Leadership/Stakeholders	Name	9/9/21
			Working Groups – 4 (and supplemental sessions)	Name	11/17/21
			Assessment Phase/Roadmap	Name	12/20/21
			Design Phase	Name	2/24/22
			Build Phase	Name	4/29/22
			Deploy Phase – completion of 3 waves	Name	12/1/22
			Stabilize Phase – completion of 3 waves	Name	4/14/23
			Change Management/Communications	Name	4/14/23
			Program Management	Name	4/14/23
			Planned Activities – Week of Sep. 13		Owner
<ul style="list-style-type: none">Working Group Design Draft completion with additional examples and planning for detailed sessionsReview and refine Communications StrategyCompletion of DRAFT Risks, Impacts and Mitigation Strategies	Name	9/17			
	Name	9/17			
	Name	9/17			
Risks, Issues, Decisions, Dependencies			Budget		
Mobilization of the Project Team (internal/external), including approval and communication to officially commence work on next steps in the project			Time		On Time
					At Risk
					Late
Internal Knowledge Management Appointment					Completed Late
Clarity on ongoing leadership of new organization			Expenses		Completed On Time
					Just started

Exhibit 12: Sample Weekly Status Report – Page 1

Page two of the Weekly Status report provides an Executive Summary of work performed and deliverables – as well as color-coded symbols to demonstrate the trending over time (such as “Improving,” “Stable” or “Worsening”

**Status Report (Week ending January 22, 2021)
Deliverables**

Executive Summary	
Deliverables: Charter Development of Governing Board	↑
Change & Communications: Key Messages developed	→
Project Planning: Redeveloped to incorporate Discovery process and iterative as-is/to-be processes (high level)	→

Deliverables	Overall	ES	SOO
	↑	↑	↑
	↑	↑	↑
	↑	↑	↑
	✓	✓	✓
	✓	✓	✓

Legend:

- ✓ Deliverable complete
- Ahead/on-track
- Warnings
- Significant Issues
- ↑ Improving
- Stable
- ↓ Worsening

Exhibit 13: Sample Deliverables Update – Weekly Status Report

Page three of the Weekly Status Reports provides more detail on key achievements for the prior week and next steps for the week ahead. Additionally, more detail is provided on both Risks and Issues with corresponding actions taken (for issues) and mitigation (for risks). This information is derived from the ongoing maintenance of a Risk Identification template for the engagement.

Achievements/Next Steps/Issues & Risks/Actions & Mitigation
(Week Ending January 22, 2021)

Last Week	Week Ahead
Issues & Risks	Actions & Mitigation

Exhibit 14: Sample Achievements/Next Steps/Issues & Risks/Actions & Mitigations

Risk Identification and Mitigation Templates

This sample template is prepared at the beginning of the engagement to brainstorm the potential risks to the engagement by the Program Manager and other team members.

Ref #	Risk
R-1	Stakeholder resistance to the Enterprise Effectiveness program based on their interpretation that a decision has been made without the agreed upon Case for Change process for AVS
R-2	Lack of formal, written agreement of program plan could lead to program delays
R-3	Overall Program Governance ill-defined; i.e., lack of agreement and alignment of function of the (formerly named) OneAVS governing board could delay approvals and inputs; lack of clarity on approvals vs. inputs
R-4	Turnover in AVS Dash-1 Leadership reduces continuity of messaging and priorities
R-5	Lack of incorporation of Enterprise Effectiveness Program into the existing Strategic Initiatives, Enterprise business plans and S/O goals. Lack of utilization of information gathered by Strategic Initiatives.
R-6	Misinterpretation of "As-Is" Working Group selections as "pre-determination" of rollout priorities, rather than as information-gathering sessions to determine transformation priorities
R-7	Lack of transparency and visibility to the ongoing communications about this program;
R-8	Apparent reliance of proxy (or proxies) at the AVSMT to communicate priorities of this program.

Exhibit 15. Sample Listing of Potential Risks

Once the list is complete, the PM confers with the team to determine two things – (1) How likely are the risks to occur and (2) the impact of these risks if they occur. The risks are then plotted according to the evaluation of impact and likelihood to the engagement.

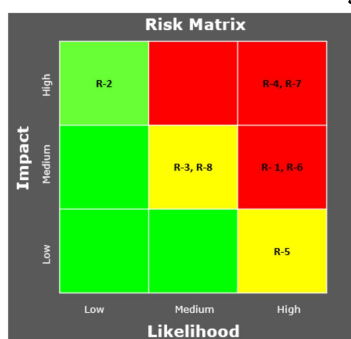


Exhibit 16: Risk Matrix – Plotted by Potential Impact and Likelihood

When the risks, potential impacts and likelihood have been plotted, it is necessary to take the risks identified and further detail the following:

1. What is the potential impact of the risk?
2. What is the priority that you have assigned (i.e., what is the most important to address first?)
3. What is your proposed mitigation?

<i>Exhibit 17: Sample Potential Impacts of Risks & Priorities</i>	
Potential Impact	Priority
Lack of S/O ownership and accountability for driving results; last-minute delays to project.	3
Longer timeline and costs to the program; delays in transformation results and improvement.	8
Delays and resistance at critical phases of the project.	6
Resistance from S/O leadership not effectively resolved given the turnover in leadership could lead to delays	2
Resource confusion on work priorities resulting in “de-prioritization” of Enterprise Effectiveness work; potential double work on elements of the project.	5
Inability to assess the entire portfolio of work for potential transformation work and prioritization. Additionally, delays in project and additional consumption of resources to mitigate.	4
Confusion on roles/responsibilities of program team members.	1
Dilution of messaging on need for the transformation; mixed or inconsistent messaging; “telephone” communications issues.	7

<i>Exhibit 18. Proposed Mitigation of Risks</i>
Brief leaders individually and in a group; follow agreed upon case for change process.
Formal sign-off on the baseline program plan; weekly reporting on status of task and risks.
Formal governance process-sign off at all levels incorporated into the program plan.
Ensure agreement from Interim Dash-1 and leadership that this is an operations priority to address concerns and improve efficiencies in the organization.
Integrate into the Strategic Initiative updates and weekly synchronization across teams for prioritization.

By documenting these risks in a rational way, you have taken the first steps of acknowledging the risks to your operation, understanding their potential impact, and finding a way to mitigate them proactively.

The Risk Matrix is updated on an ongoing, weekly basis and allows for enhanced project control by (1) proactively identifying mitigation plans if risks occur and (2) allowing for new risks to be added, as necessary, to maintain project control.

Project Controls Cost, Schedule, and Quality

The project control provided by PrimCorp will allow the management of SOWs so that the cost, schedule, and quality requirements of each SOW are tracked, communicated to the government, and attained in the following ways.

<i>Exhibit 19. Project Control Cost, Schedule, and Quality Achievements</i>		
Project Control	Accomplishments	Proofs
Costs	Maintaining transparency and tracking of risks and issues and escalating will allow costs to be	Weekly project status reports utilized at the HHS PSC allowed clear visibility to the status of time spent and expenses incurred to date and a

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Exhibit 19. Project Control Cost, Schedule, and Quality Achievements		
Project Control	Accomplishments	Proofs
	managed appropriately. Proactive management of risks and mitigation plans will ensure the costs are contained for the client.	rating of “Red,” “Yellow,” “Green” to ensure awareness of any cost issues and the ability to adjust to ensure cost control.
Schedule	Visibility of project status allows project to stay on schedule despite the occurrence of risks and issues	Active participation in scheduled meetings and weekly reporting of whether deliverables were on track, behind or at risk allowed the project to stay on track at the HHS PSC AMS. Reporting on a weekly, monthly, and quarterly basis ensured awareness of the deliverable status to all stakeholders. The outcome was demonstrated by our team’s support provided to PSC AMS over the last 3 years, which resulted in increased contract obligations and awards delivered through superior customer support and professional team members
Quality	Weekly Status report tracking and warnings of areas that are at risk of being delivered late or of any risks being encountered in the project allows for additional focus to resolve any quality issues	Proactively developing a risk mitigation plan allowed for rapid reaction when issues, such as COVID-19, emerged. This allowed the quality of deliverables to be maintained. “Thanks to all of you for your professionalism and hard work in FY20. I am extremely happy to be associated with the AMS Family. You successfully closed out FY20 while dealing with COVID-19 and many other challenging issues. That is a testament to your commitment and dedication to duty. Let us continue to work as a team as we enter FY21. I salute all of you!” <i>James E. Simpson, Deputy Assistant Secretary for Acquisitions, Office of the Assistant Secretary of Administration, Department of Health, and Human Services</i>