



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

### STANDARD CONTRACT GMU-1827-23-27

This Contract entered on this 24<sup>th</sup> day of March 2023 (Effective Date) by KL Scott and Associates, LLC hereinafter called “Contractor” (located at 235 Peachtree St., NE, Ste 400, Atlanta, GA 30303) and George Mason University hereinafter called “Mason,” or “University”.

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide consulting services as set forth in the Contract documents. Note: This contract is not a guarantee of work.
- III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. For administrative ease of efficiency each renewal will start March 1 and run through the end of February of each contract year.
- IV. PRICE SCHEDULE:** The following are all hourly rates. Hourly rates 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. This price schedule represents the complete pricing agreement between the parties. No additional contractor charges, markups, reimbursements or fees of any type permitted.

Labor Category	Base Year Rate	OY1 Rate	OY2 Rate	OY3 Rate	OY4 Rate
Partner	\$243.75	\$249.84	\$256.09	\$262.49	\$269.05
Senior Principal Consultant	\$221.25	\$226.78	\$232.45	\$238.26	\$244.22
Principal Consultant	\$206.25	\$211.41	\$216.69	\$222.11	\$227.66
Senior Manager	\$183.75	\$188.34	\$193.05	\$197.88	\$202.83
Manager	\$153.75	\$157.59	\$161.53	\$165.57	\$169.71
Senior Consultant	\$116.25	\$119.16	\$122.14	\$125.19	\$128.32
Consultant	\$93.75	\$96.09	\$98.50	\$100.96	\$103.48
Associate Consultant	\$71.25	\$73.03	\$74.86	\$76.73	\$78.65

**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.

- IV. 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.

- V. **METHOD OF PAYMENT:** 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 20<sup>th</sup> day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor.

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

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Contractor's Best and Final Offer dated 2/5/23 (attached);
- D. RFP No. GMU-1827-23 (attached);
- E. Contractor's proposal dated 10/25/22 (attached).

- VII. **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>.

- VIII. **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.

IX. **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](mailto:export@gmu.edu)), and
    - b. receive written authorization for shipment from Mason’s Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.
  2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu) .
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent



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

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

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

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

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

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

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

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

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

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

**KL Scott and Associates, LLC**

DocuSigned by:

*Keith Scott*

Signature

AC71D2C09A834D4...

Name: Keith Scott

Title: Chief Executive Officer

Date: 3/22/2023

**George Mason University**

DocuSigned by:

*James Russell*

Signature

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Name: James Russell

Title: Purchasing Director

Date: 3/22/2023

## **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 KL Scott and Associates, LLC dated 3/24/23. 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](http://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.

**Contractor****George Mason University**

DocuSigned by:  
  
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Signature

Keith Scott

Name:

Title: Chief Executive Officer

Date: 3/22/2023

DocuSigned by:  
  
 2F61E006C77E4DC...

Signature

James Russell

Name:

Title: Purchasing Director

Date: 3/22/2023



# Academic and Business Consulting Services

**Presented to George Mason University**  
**Solicitation Number: GMU-1827-23**  
**K.L. Scott & Associates, LLC.**

CERTIFIED

**SWaM**

**Small,  
Women and  
Minority-Owned**

*Supplier Diversity Strengthens the Commonwealth*

**by the Virginia Department of Minority Business Enterprise**



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# 1 Executive Summary



K.L. Scott & Associates, LLC. (KLS&A) was founded in 2013 by Keith Scott, Chief Executive Officer. KLS&A is a certified Small, Women and Minority-Owned (SWaM) business by the Virginia Department of Small Business & Supplier Diversity. Mr. Scott's vision for KLS&A was to create a consulting firm that provided fact-based analysis services to non-profit, educational institutions, and government agencies in their mission to determine social determinants of inequity and identify correlations between policies and social outcomes for all people. Our services provide detailed analysis of organizational strategy, policies, information technology, and operations. Now on the brink of 10 years in business, KLS&A has well established itself as a leader in social equity, digital transformation, organizational strategy, and data & analytics.

Figure 1. KLS&A's Social Equity Services.



KLS&A has provided the services outlined in the SOW for educational institutions, non-profit organizations, and government agencies. KLS&A provides continuous value for our clients through a data-driven approach which enables us to remain unbiased and facts-focused. Our objective is to empower our clients with a deep level of understanding of their people, processes, technology, and data to make fact-based data-driven business decisions and/or corrective actions. We are a team of education administrators, researchers, practitioners, data scientists, and analysts that can deliver continuous value.

“For the last 5 years, K.L. Scott & Associates has assisted Alachua County, FL with performance measurement, performance reporting, performance alignment to our strategic guide, and strategic planning. The use of the AchieveIt Software solution through K.L. Scott & Associates has significantly increased our managerial reporting, dashboard usage, and performance monitoring. Alachua County has more than 160 operational measures and we are able to easily monitor progress and report by focus area, department, measure status, and a number of other factors. We now have 100% departmental usage of our performance reporting and strategic alignment system. Our partnership with K.L. Scott & Associates has been a tremendous success!”

– Donna Bradbrook, Strategic Performance Manager of Alachua County, Florida

We are strategic planners to help support our client’s mission critical priorities. KLS&A has extensive experience setting organizational vision and helping clients achieve that vision through a thoroughly structured and quantifiable plan. Our team assists clients in understanding their strategic goals and objectives, developing initiatives to achieve those goals, determining which goals provide the highest value of return, and streamlining those goals into an effective implementation roadmap.

We support our clients by administering strategy work sessions and focus groups to drive goal and objective identification. Through our effective management process, KLS&A helps clients develop, implement, and monitor successful strategy execution. Monitoring and continuous evaluation of strategic program execution is imperative to the success of the mission. KLS&A supports our clients program execution through a

continuous monitoring process that includes metric identification, data collection, stakeholder notification, and data visualization. Through our continuous monitoring process, we provide advisory support to drive execution to completion and/or course correction if environmental factors change.

## 2 General Firm Background and Information



K.L. Scott & Associates, LLC. (KLS&A) was founded in 2013 by Keith Scott, Chief Executive Officer. Mr. Scott's vision for KLS&A was to create a consulting firm that provided fact-based analysis services to non-profit, educational institutions, and government agencies in their mission to determine social

determinants of inequity and identify correlations between policies and social outcomes for all people. Our services provide detailed analysis of organizational strategy, policies, information technology, and operations. Now on the brink of 10 years in business, KLS&A has well established itself as a leader in social equity, digital transformation, organizational strategy, and data & analytics.

KLS&A provides independent analysis and advice for non-profit organizations, educational institutions, and government agencies. We are a certified small and disadvantaged business by the U.S. Small Business Administration. In addition, we are a certified Small Women and Minority-owned (SWaM) business by the Virginia Department of Minority Business Enterprise. Our office is headquartered in Atlanta, Georgia with a remote workforce residing in Alabama, Connecticut, Georgia, North Carolina, Virginia, and Maryland. Our objective is to empower our clients with a deep level of understanding of their **people, processes, technology, and data** to make fact-based data-driven business decisions and/or corrective actions. We are a team of education administrators, researchers, practitioners, data scientists, and analysts that can deliver continuous value.

Table 1. Relevant Consulting Experience Matrix (§ Section XLB Page 4)

#	Consulting Experience	Past Performance
1	Higher education benchmarking and data analysis	
2	Helping the large public and non-profit universities enter into public-private partnerships	
3	Financial analysis and budget planning	X
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	X
7	Higher education strategy and facilitation of new partnerships	X
8	Strategic communication and change management of new initiatives or joint ventures	X
9	Academic Leadership assessment and coaching	X
10	Business and financial modeling	
11	Market analysis / Market demand analysis	
12	Significant work with U.S. public and international universities including accreditation or research	X
13	Demonstrated unique and proprietary knowledge regarding private for-profit/non-for-profit companies	
14	Extensive capital markets experience in higher education including both equity and debt issuances	

#	Consulting Experience	Past Performance
15	Extensive transactional experience, including mergers and acquisitions, in higher education	
16	Extensive experience in developing and growing DEI initiatives in higher education	X
17	Agility and reachability to assemble a relevant team of education experts quickly; strong network	X
18	Business process mapping, automation and change management consulting	X

Figure 2. K.L. Scott & Associates Differentiators



Our education industry consulting team is led by Dr. Vicki Denmark. Dr. Denmark has extensive experience leading teams, facilitating professional learning experiences, and creating organizational improvement solutions and resources. For the past twelve years, she served as a global non-profit company's subject matter expert for products, content, and solutions. Vicki was responsible for identifying new opportunities that led to eventual innovative solutions for organizations. She has developed and delivered face-to-face and asynchronous professional learning courses and experiences on various topics, including strategic planning. Vicki has worked extensively with institutions around the globe to determine their level of quality practices and decision-making for their improvement and future success. She began her career in education as a classroom teacher and then became an executive leader in a large, urban school district. During her career, she served as a full-time university professor, teaching master's and doctoral level courses such as organizational theory, evaluation, and supervision to aspiring educational leaders. She holds a Ph.D. in Educational Policy Studies from Georgia State University. Vicki has co-authored a book

mentoring first-year teachers and several research-based journal articles and served on national and state-wide boards that focus on middle-level education.

KLS&A provides continuous value for our clients through a data-driven approach which enables us to remain unbiased and facts-focused. We have supported clients across the country through our four primary service offerings as outlined in the figure below.

**Figure 3. KLS&A Professional Service Offerings**





### 3 References and Engagements

<b>CLIENT</b>	<b>U.S. DEPARTMENT OF EDUCATION</b>
<b>Project Name</b>	Logistic and Administrative Support for Grant Competitions
<b>Point of Contact</b>	Nalini Lamba-Nieves U.S. Department of Education Nalini.Lamba-Nieves@ed.gov
<b>Contract Value (3 Contracts)</b>	\$859,000.00
<b>Period of Performance</b>	6/2022 – 3/2023
<b>Description:</b> The U.S. Department of Education (the Department), Office of Postsecondary Education (OPE), Higher Education Programs (HEP), Asian American Native American Pacific Islander-Serving Institutions (AANAPISI) Program, Native American-Serving Nontribal Institutions Program (NASNTI), Alaska Native and Native Hawaiian-Serving Institutions Program (ANNH), Developing Hispanic-Serving Institutions (DHSI) and FY 2022 Promoting Postbaccalaureate Opportunities for Hispanic Americans (PPOHA), has an ongoing requirement for logistical and administrative support for peer reviews. The purpose of this award is to provide logistical and administrative support for the Title III, Part A grant competition/peer review under Assistance Listing Numbers (ALN); Part A - 84.031N and 84.031W. The purpose of this peer review was to provide for a competitive and objective evaluation by well-qualified reviewers chosen for their experience and ability to assess the quality of a proposed project. These reviews are the foundation for higher-level funding decisions and help ensure that awards are made on a fair and impartial basis. KLS&A provided administrative and logistical support and reported results for (1) activities associated with the recruitment, training, evaluation, management, and payment of peer reviewers; (2) peer reviews conducted virtually; (3) improvements to the current peer review system; (4) the design, reproduction, and distribution of guidance documents; and (5) activities associated with the post-review support. The tasks performed by our team included project management and oversight, processing and pre-screening of grant applications, facilitation of panel discussions and peer reviewer support, management of the distribution of honorarium funds, and content and communication management.	

<b>CLIENT</b>	<b>APPRAISAL SUBCOMMITTEE</b>
<b>Project Name</b>	Organizational Assessment and Strategic Planning
<b>Point of Contact</b>	James R. Park Executive Director Appraisal Subcommittee 1325 G St. NW #500 Washington, DC 20005 O (202) 595-7575 M (571) 278-8883
<b>Contract Value</b>	\$250,000.00
<b>Period of Performance</b>	6/2022 – 6/2023
<b>Description:</b> The Appraisal Subcommittee (ASC) provides federal oversight of the State appraiser and appraisal management company (AMC) regulator programs and provides a monitoring framework for the Appraisal Foundation and the Federal Financial Regulatory Agencies in their roles to protect federal financial institutions and public policy interests in real estate appraisals. ASC has an operating budget of \$9.1M with a total of \$4.8M in potential grant awards to support its mission. Currently, ASC has 12 FTEs with the desire to expand to 15 FTEs. ASC will lose a key team member, Alice Ritter, and could potentially lose additional team members due to retirement. However, ASC does not have a high rate of turnover but does not currently have a succession plan in place to ensure continuity and knowledge/responsibility transfer in the future. Through the President's executive order, ASC may be given additional responsibility and authority to review and assess areas of discrimination in real estate appraisals and applicable policies. The field members are responsible for 11 of the five ASC jurisdictions across the country. Since 2018, ASC has had a fully remote staff.	

ASC tasked KLS&A to address, at a minimum, the following:

- How is the agency performing against best practices given the organization's size?
- What can the agency do to operate more efficiently?
- What would happen to the agency if given additional authority? Is the organization equipped to scale without introducing substantial risk?
- What should ASC look like in its future given the current climate of additional responsibility, aging workforce, competition for talent, and the changes in the economy?

KLS&A is conducting an independent organizational assessment and strategic plan that will address ASC's focus areas. In addition, KLS&A is providing:

- Gap and SWOT analysis of ASC's current state
- Identify ASC's target state mission, vision, and values
- Identify organizational key performance measures and S.M.A.R.T. goals and objectives
- Provide recommendations for future organizational transformation
- Develop a 5-year strategic roadmap to execute recommendations for ASC's future
- Document a 5-year organizational strategic plan

As a result of our organizational assessment, ASC expanded our support to provide the following additional services:

#### **Public Relations and Communication Support**

Because of the heightened awareness of inequity in the appraisal industry, more scrutiny has been placed on ASC. In addition, requests to grant enforcement capability have been discussed however, this will require congressional approval. Due to said scrutiny and the existing political climate, ASC must be responsive and control the accurate messaging and representation of the ASC. ASC tasked KLS&A to provide public relations support to

- Develop, coach, maintain, and monitor a communication strategy that is responsive to the given situation and long-term
- Manage and monitor social media mentions and events
- Develop press releases for print and electronic media
- Coach and support interviews with the press and various media outlets
- Manage and "own" the public image of ASC while countering any false, incomplete, and/or erroneous media and promoting ASC's mission and successful outcomes

As a result, KLS&A is providing public relations support in the following areas:

- Media Message Strategy and Development
- Social Media and Press Monitoring
- Press Release Development
- Communications Management and Outreach
  - Website content
  - Podcasts
  - Video content development
  - eNewsletters
  - Social media content

#### **Operational Planning**

ASC tasked KLS&A to support the

- Development of a framework to build an operational plan for the current and future fiscal years
- Development of an action plan that allows ASC as an organization to execute priority activities for the upcoming fiscal year
- Development of an action plan that clearly aligns time-based executable activities with resource needs

KLS&A developed an operational plan to support ASC through the following services:

- Align time-based activities for the upcoming fiscal year
- Assign resource needs and management of time-based activities
- Provide and associate financial needs to execute operational activities
- Identify and prioritize activities based on ASC's needs

- Integrate approved recommendations provided by the current state assessment from KLS&A into the operational plan

<b>CLIENT:</b>	<b>CENTERS FOR DISEASE CONTROL AND PREVENTION</b>
<b>Point of Contact</b>	Kevin T. Collins, PhD, MPA Centers for Disease Control Office of Smoking and Health <a href="mailto:ksc5@cdc.gov">ksc5@cdc.gov</a> 770/488-1218 office 404/259-1261 cell
<b>Current Projects</b>	<b>Strategic Planning, Management, and Capacity Building</b> Contract Number: 75D30121F11484 Firm Fixed Price: \$230,000.00 Period of Performance: 7/2021 – 6/2023 <b>Health Equity Diversity, Equity, Inclusion, and Access (DEIA) Training and Consulting</b> Contract Number: 75D30122P14067 Firm Fixed Price: \$245,000.00 Period of Performance: 7/6/2022 – 7/4/2024
<b>Period of Performance</b>	<b>Strategic Planning, Management, and Capacity Building</b> Period of Performance: 7/2021 – 6/2023 <b>Health Equity Diversity, Equity, Inclusion, and Access (DEIA) Training and Consulting</b> Period of Performance: 7/6/2022 – 7/4/2024

The Office on Smoking and Health (OSH) within the National Center for Chronic Disease Prevention and Health Promotion (NCCDPHP) has four major goals: prevent initiation of tobacco use among youth and young adults, promote quitting among adults and youth, eliminate exposure to secondhand smoke, and identify and eliminate tobacco-related disparities. KLS&A is supporting two programs for the CDC – Strategic Planning, Management, and Capacity Building and Health Equity DEIA Training and Consultation.

#### **Strategic Planning, Management, and Capacity Building**

OSH is developing a new Surgeon General Report on Smoking and Health Disparities and a strategic plan focused on commercial tobacco-related health disparities and achieving health equity. OSH will also be examining its overall strategic plan, which expires in 2022, to identify modifications needed to establish a plan for 2023-2027 and refine measurable outcomes for prioritized work focused on OSH's four major goal areas. KLS&A is providing support in the development and execution of strategic plans that require convening internal OSH stakeholders to articulate and recommend decisions about strategic priorities (including dissemination and promotion plans related to Surgeon General Reports); determine indicators and measurable outcomes related to priorities; guide and manage implementation, accounting for systems changes; and determine and implement solutions related to any barriers. Consistent with this need, KLS&A is supporting OSH in the convening of the following committees/workgroups:

- An OSH Health Equity Steering Committee (HESC) to accomplish the aforementioned actions focused on OSH's four goal areas.
- An OSH Strategic Planning Committee charged with synthesizing and proposing recommendations for partnerships and evidence-based strategies, indicators, and measurable outcomes leading to the development of OSH's 2023-2027 Strategic Plan: and
- A Surgeon General Report (SGR) Committee to develop strategic plans regarding partnership engagement and promotion efforts needed to maximize uptake and implementation of the SGR on Smoking and Health Disparities and other future SGR reports on other topics.

In addition, KLS&A is supporting OSH convene a "Connections Team (CT)," which is an internal group inclusive of staff members (primarily at the less than Team Leader level) to: facilitate cross-branch collaboration; recommend solutions for barriers related to work, process, and staff satisfaction; identify methods to enhance equitable practice and culture; and develop recommendations for leadership approval. KLS&A is supporting CT to explore how agency priorities and Chronic Disease Center demands, in addition to division issues, impact staff morale, employee satisfaction, and ultimately employee performance. Since the inception of the CT, OSH has seen an increase in the areas of employee satisfaction in the Employee Viewpoint Survey and the OSH Viewpoint Survey. KLS&A is providing strategic planning and facilitation services by providing organization development and design, application of systems changes, change management, and strategic planning principles. We are designing and leading the facilitation of workshops, providing consultation, and supporting strategic decisions.

CLIENT:	CENTERS FOR DISEASE CONTROL AND PREVENTION
<p><b>Health Equity Diversity, Equity, Inclusion, and Access (DEIA) Training and Consulting</b></p> <p>KLS&amp;A is supporting the CDC OSH with Health Equity DEIA Training and Consultation. OSH has embarked on an aggressive undertaking to ensure equity becomes an essential part of our lives. KLS&amp;A is supporting several initiatives through this contract which include providing training and consultation to create and implement a culture of equity, organizational design and development, change management, and developing and implementing training curriculums regarding the application of health equity and DEIA approaches to public health work. KLS&amp;A is developing a Health Equity Strategic Plan that will examine the organizational capacity as it relates to DEIA. Our efforts are addressing four questions –</p> <ol style="list-style-type: none"> <li>1) What does it mean to apply a health equity lens?</li> <li>2) How can OSH best implement approaches which advance health equity/DEIA in external facing work initiatives, efforts, and engagement?</li> <li>3) How can OSH create a DEIA culture?</li> <li>4) What does equity look like to each individual in our organization?</li> </ol> <p>In addition, KLS&amp;A is providing equity training courses to support the CDC – “Groundwater Analysis – Racial Equity Training”, “Identifying Approaches and Developing Strategies for Health Equity in Tobacco Control”, and “Statistical Methods to Advance Health Equity in Research and Surveillance (e.g., multi-level modeling and factor analysis),</p>	

CLIENT	LIBRARY OF CONGRESS
<b>Project Name</b>	Quality Assurance / Quality Control
<b>Point of Contact</b>	John Nave, Chief Office Systems Services (202)707-6538 <a href="mailto:jnave@loc.gov">jnave@loc.gov</a>
<b>Contract Value</b>	\$3.02M
<b>Period of Performance (Base + Option Years)</b>	08/2019 – 08/2024
PROGRAM DETAILS	CONTRACT DETAILS (MEETING/EXCEEDING SIZE/SCOPE/COMPLEXITY)
<p>The Library of Congress (LOC) Integrated Support Services (ISS) supports LOC facilities infrastructure. ISS Directorate includes – Customer Experience Division, Logistics Services, Asset Management and Protection, Warehousing and Transportation, Mailing and Shipping, Health Services, Food Services, Safety Management and Facilities Management. LOC desired to create a better user experience of their work order processing which included the Facility and Asset Management Experience (FAME) built upon the TRIRIGA application platform – Demand Work Order (DWO) system. LOC did not have an existing Quality Assurance / Quality Control (QAQC) program with documented standards for processes and procedures to manage their work order processing. The workflow did not have metrics to measure performance such as how long an order takes before resolution, customer notifications providing status of work orders, work order assignee (i.e., task owner), and analytic reports for decision support. As a result, the adoption of the DWO system suffered which caused many LOC staff members to manually execute work order processing. LOC engaged with KLS&amp;A to assess the current-state of the demand work order processing, establish a Quality Assurance and Quality control program containing a review of work activities, identify key performance indicators (KPIs) to be monitored through QA/QC standards, streamline business processes, establish early issue identification capabilities, manage contractor execution, and provide data-driven analysis with a focus on quality control and assurance.</p> <p><b><u>Quality Monitoring Materials and Scorecards:</u></b></p> <p>The success of implementing a new quality assurance and control program within LOC required leadership support and continued governance. KLS&amp;A leveraged our delivery model to assess the current state of all the divisions within LOC. We identified the key performance measures of each division, their existing data collection and reporting process, and their technology footprint. This process revealed gaps in data collection for KPMs (e.g., non-existent, inaccurate, inconsistent, and poor oversight). ISS lacked the ability to implement repeatable, automated, and measurable processes leading to the lack of improvement over time. The central technology was the DWO and KLS&amp;A provided recommendations for system enhancements to resolve the duration an order takes before resolution, customer notifications providing status of work orders, work order assignee (i.e., task owner), and analytic reports for decision support. These performance measures were reported on a real-time executive dashboard where LOC leadership can monitor workload levels, customer service performance, and identify patterns requiring additional support to fulfill customer demand. KLS&amp;A developed a ‘wireframe’ example of the dashboard layout</p>	

and the KPIs monitored in the dashboard. Our team recommended that the dashboard allows LOC executives to monitor:

- User Customer Satisfaction Score (CSAT)
- Service Level Agreement (SLA) – run chart of service performance
- Work Order Chart – stacked bar chart identifying work order types
- Work Order Status – doughnut chart outlining the progress of current work orders

To ensure continued governance, KLS&A assisted LOC in the creation of the Committee for Operational & Performance Excellence (COPE). COPE is cross-representative committee within LOC whose members include leaders from each division. COPE provides oversight into the DWO performance, provided advice on process improvement, monitor CSAT scores and customer feedback, and Service Level Agreements. COPE consists of a team lead, trainer, cross-section of users, and project manager. The committee meets quarterly to review metrics, discuss process improvements and action plans, and updates the FMEA to look at impact, budget and resources required to make quality and process improvements.

#### Project Management:

KLS&A is currently managing the project using best practices established by the PMI. The program manager, Keith Scott, is a certified Project Management Professional (PMP) and thought leader in organizational governance. Under his leadership, KLS&A has a six-person team of practitioners delivering ongoing value to LOC. Implementing change is difficult for any organization and this is not isolated to LOC. KLS&A is supporting the adoption of the QAQC program within the agency by developing and establishing change champions (i.e., advocates of the QAQC program and promoting the adoption of new initiatives and technology implementations to enhance quality within the agency. As our team integrates the Quality Assurance Quality Control program within LOC, KLS&A leverages best practices in organizational change management to deliver program adoption by

- Preparing for Change.
  - Defining the change needed and assessing LOC's readiness for change
  - Establishing a change strategy and approach
  - Preparing and measuring change outcomes
  - Managing the "change team" (e.g., COPE)
  - Developing change champions
- Managing the execution of change
  - Assessing change outcomes (e.g., CSAT, customer surveys, system adoption rates, customer feedback analysis, etc.)
  - Implement action plans based on change outcomes
- Reinforce Change
  - Collecting and analyzing change data
  - Assessing feedback from customers
  - Diagnose gaps and manage change resistance
  - Implement corrective actions

KLS&A deployed an OCM team of professionals that use the Prosci® 3-Phased OCM Methodology & ADKAR® model to track change progress for stakeholder groups. This approach emphasizes the five key areas: awareness, desire, knowledge, ability, and reinforcement.

#### Deliverables:

KLS&A provided an assessment of LOC's current state by identifying gaps in workflow processes both automated (i.e., system) and manual (i.e., non-system), creating an "AS-IS" business process map and developing a SWOT analysis with a focus on opportunities for improvement and managing existing risks. The current state assessment identified issues with personnel, system training, adoption, system shortcomings and opportunities leverage existing system features (such as workflow notifications) and inefficiency with the existing business processes. During the assessment of the Customer Experience for ISS, KLS&A identified gaps in the organization within the support of the DWO process. Our team uncovered many existing features that were not being utilized and identified four (4) major enhancements – 1) provide the ability to add users by roles; 2) enhance user interface by providing descriptive information during the online workflow; 3) provide self-service support and training tools; and 4) create an executive dashboard for performance monitoring. As a result, KLS&A provided a Findings and Recommendations Report that contained process improvement opportunities, a solution initiative, implementation roadmap, and investment summary to enhance QAQC to scale throughout the agency.

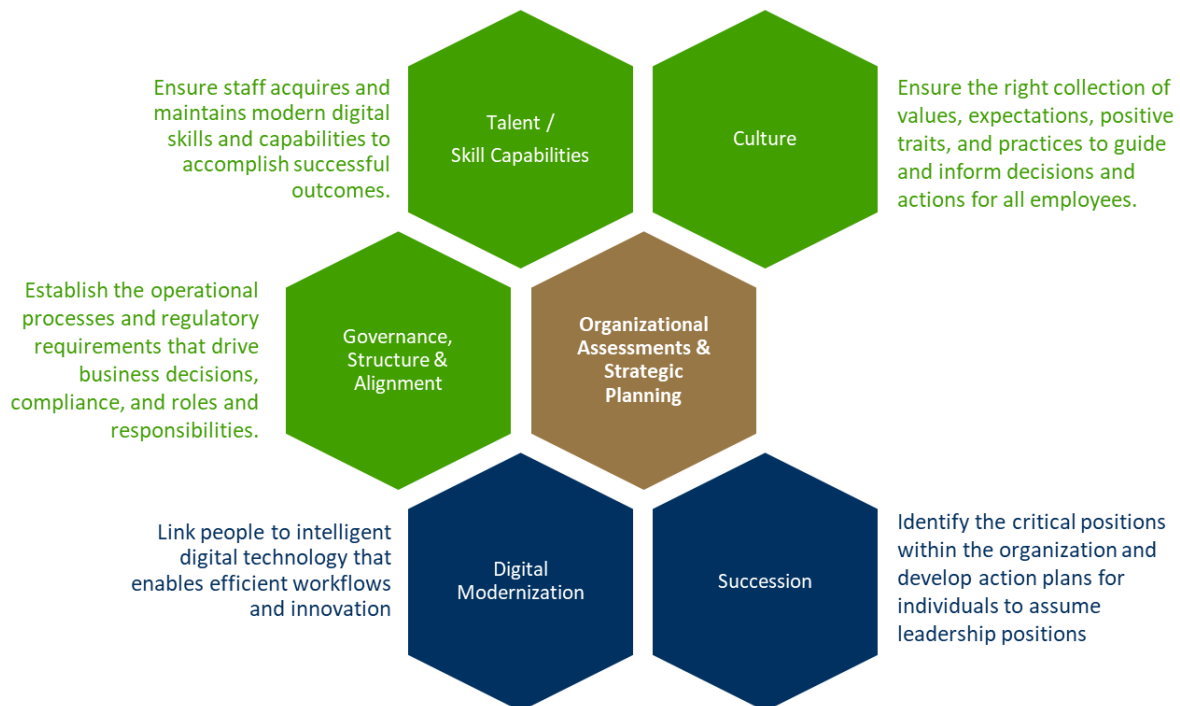


## 4 Approach

### 4.1 Organizational and operational assessments and improvements (§ Section XI.B Page 4 #6)

KLS&A provides organizational transformation services that drive operational excellence through the alignment of people, processes, and technology.

**Figure 4. KLS&A Services for Organizational Assessments & Strategic Planning**



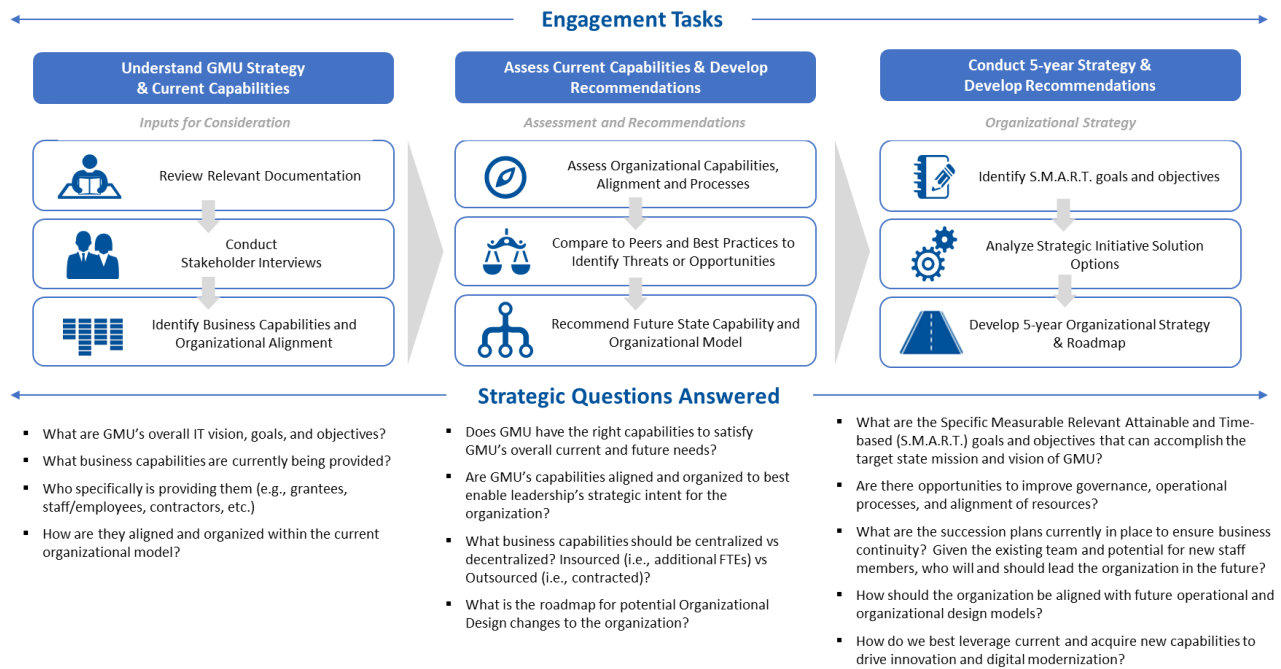
A modern “digital” workforce is putting pressure on traditional organizational models to be flatter and more agile. A modern digital organization structure is expected to drive mission, engagement, and innovation instead of being a cost center for the organization. The organization design must enable:

1. Outcomes focused on end-to-end responsibility and continuous improvement
2. Autonomy and dynamic reallocation of resources leading to faster and more flexible service delivery
3. Culture and mindset shift towards innovation and value delivery through multidisciplinary teams

Organizational leaders must plan for continual change in the structures of their organization that deliver business values.



**Figure 5. KLS&A's Organizational Assessment & Strategic Planning Framework**



#### 4.1.1 Understand GMU's Strategy & Current Capabilities

As we gain insight into GMU's current state, the KLS&A team conducts qualitative and quantitation analysis. We consider this the "Discovery" phase. Our team conducts targeted stakeholder interviews (e.g., students, executive leadership, staff members, board members, etc.) to understand the existing challenges and constraints. Additional qualitative data collection through documentation reviews of existing materials such as organizational charts, policies, standard operating procedures, governance (e.g., committee charters) strategic plans, technology, etc. Our team also conducts quantitative research using survey analysis. We will customize our survey analysis based on GMU's needs.

#### 4.1.2 Assess Current Capabilities & Develop Recommendations

As we complete our data-gathering exercise through in the "Discover" phase, the KLS&A team will administer the following activities:

- Compare current organizational capabilities being provided against future state visions, goals, and objectives for any gaps (e.g., missing capabilities) and asses GMU's needs
- Conduct a SWOT analysis and identify strengths, weaknesses (gaps), opportunities for improvement, and threats (risks) in GMU capabilities that are currently being provided, identify who is accountable for them within GMU, how they are performing against plan and expectation, and how the organizational structure is performing against the organizational model
- Develop a recommended overall organizational business capability model based on our analysis of the current state, future state goals and objectives, and industry best practices

- Identify immediate strategies that can be implemented within 12 months based on findings and provide them in our analysis.
- Review results, findings, and recommended organizational models (e.g., structure, culture, roles and responsibilities, DEI, decision criteria, etc.) with executive leadership

We consider this phase the “current state assessment”.

### **4.1.3 Conduct 5-year Strategy & Develop Recommendations**

The results from our current state assessment will inform the development of the organizational strategy. Our team will conduct the following activities:

- Identify S.M.A.R.T goals and objectives identified in the current state assessment report
- Facilitate recommendation solution selection workshops and short-list the series of solution recommendations based on priorities
- Identify key performance measures based on the selected solutions
- Develop a time-based organizational transformation and strategy execution roadmap aligned to desired target state objectives and segment them by short-term (i.e., “quick wins”), mid-term (i.e., accomplished within 1 to 3 years), and long-term (i.e., more than 3 years) and align the initiatives to the future state vision and mission
- Present results, recommendations, and roadmap with executive leadership
- Identify or determine the next steps (if desired) in how KLS&A could assist further (e.g., Transformation oversight, organizational change management, training, coaching, etc.)
- Document a 5-year strategic plan that consolidates the agency mission, vision, and values; goals and objectives; strategic initiatives; and implementation roadmap.
- Review Organizational Strategic Plan with GMU leadership
- Revised strategic plan based on feedback
- Facilitate final organizational strategic plan session

## **4.2 Diversity, Equity, and Inclusion Services (§ Section XI.B Page 4 #16)**

An equity-focused organization recognizes the need to eliminate disparities in outcomes from underserved and underrepresented communities. Through an equity-focused lens, GMU will be able to eliminate the widening disparity between racial, ethnic, gender, sexual identity, religion, individuals with disabilities, etc. Furthermore, the equity review seeks accountability and correction to see when policies and practices appear to be beneficial to various segments and thus widening inequality. Our team will approach all diversity, equity, and inclusion (DEI) initiatives with the following objectives:

“The DEI survey that K.L. Scott & Associates initiates is one of the better data collection tools we’ve seen. It helps us with our strategic planning process by concentrating on the data that allows us to identify opportunities to increase employee engagement.”

– Michael Hughes, Chief Diversity Officer, Frederick County Maryland

- Assess policy purpose and inclusiveness: What does the policy aim to do? Does the policy indicate who is to benefit? Who is left out?
- Uncover policy assumptions: What are the taken-for-granted assumptions made within the policy? In what ways might the taken-for-granted assumptions impact equity?
- Make equity intentional rather than accidental
- Implement ethical measures and confidentiality of data collection measures
- Invite reflection on the ways that policies can advance equity.

**Figure 6. Assessment Planning EXecution (APEX™) Strategic Planning Development and Delivery Framework**



#### 4.2.1 Develop Data Collection Plan

Upon the issuance of a task order, our team will create a clearly defined Data Collection and Project Plan. Our team will customize our DEI strategic planning and implementation framework (also referred to as the APEX™ model) as shown in Figure 3. KLS&A will conduct a project kick-off meeting with the GMU project sponsor and stakeholders. The objective is to ensure mutual awareness of GMU's current state and identify key stakeholders to take part in the assessment. We will work closely with the project sponsor to set the foundation for a successful engagement that is delivered on time, within budget and meets stakeholder objectives. Our team will review and confirm the project scope and schedule with the project sponsor and deliver a detailed data collection and project plan. KLS&A will create a data collection plan that includes (but is not limited to) the following methods as outlined in the table below.

Method	Details	Opportunities
<b>Discourse Analysis</b>	Analyzing written and verbal text to identify relations between DEIA representation	Brings a wide range of material, such as policy documents, meeting minutes, media, briefings, processes and procedures, speeches and newspaper articles into consideration.

Method	Details	Opportunities
<b>Content Analysis</b>	Studying the content of written communication: ‘Who says what, to whom, why, to what extent and with what effect?’	Can see how topics are talked about, different opinions on a topic, how debates take place etc. and external communication content.
<b>Participatory Action Research (PAR)</b>	Seeks to understanding a particular issue/problem by changing it collaboratively and reflecting on that process of change.	Participatory methods can allow individuals conducting the audit to reflect upon their own beliefs and biases around DEIA.
<b>Interviews</b>	Conversations in which we attempt to elicit information and personal opinion from participants.	Understanding of individual experiences and gain insights into how policies affect peoples’ everyday workplace and feeling of belonging. This will help KLS&A highlight differences between the assumptions of stakeholders and lived realities of those affected.
<b>Participant Observation</b>	KLS&A will take on the role of an observer in a situation in which they are a participant, for example, in meetings or consultation processes.	KLS&A will identify how policy-making processes or enforcement takes place. Possible to witness dynamics and relationships between individuals, groups, organizations, and institutions.
<b>Quantitative Data analysis</b>	The analysis of numeric data. This could be official data such as government statistics and studies, strategic plans, IT systems, internal records, surveys, evaluations, etc.	KLS&A will use this approach to gain an understanding of how policymakers use statistics to form opinions.
<b>Facilitated Focus Group Discussions</b>	Qualitative group discussions that produce insights or data through a more natural conversation style rather than individual interviews.	KLS&A will receive a range of opinions and perspectives as well as an insight into how people interact with others.

KLS&A initiates a ‘Discovery and Current State’ assessment phase which includes performing a deep dive analysis into the GMU’s existing equity posture. Data collection, discovery, and situational awareness is our objective to review existing documentation, reports, communications materials and channels, policies and procedures, and analysis that are available to establish an understanding of the GMU’s current state. Our team will conduct a series of stakeholder interviews, workshops and/or focus groups to inform our equity review and analysis. The following criteria will be considered in terms of focus and priority of our review:

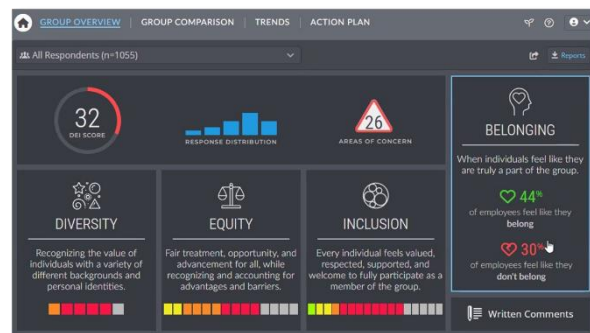
- Evidence of policy unintended consequence or disparate impact
- Stakeholder concerns about the impact of specific policies
- As change occurs, determine the underlying driver of the policy (e.g., system policy changes, civil rights changes, change in state or federal statute, etc.)

- Existing key performance indicators (KPIs) collection (i.e., metrics) and reporting systems to understand how the foundation currently monitors progress against targeted outcomes
- Current training and coaching initiatives
- Processes and procedures
- Information Technology and decision intelligence systems

In support of our interviews and facilitated discussions, the KLS&A team will prepare an agenda to support qualitative data collection:

- Before beginning the workshop discussion about the need to focus on equity, we will clearly define equity to clarify how it is different from equality and diversity and contextualize it within the organization's history and demographic trends.
- We will defuse potential concerns about the assessment by defining equity as distinct from policy and legal debates about diversity and affirmative action in government.
- We will identify precedents in existing policy for targeting groups based on unequal resources.
- We will moderate discussions regarding demographic groups and underrepresented or underserved communities by highlighting data to illustrate those disparities that exist but have different causes and different solutions.
- Our team will draw on our research resources to provide data on demographic inequality, gender inclusion, etc. to develop talking points that are supported by historical facts.

In concert with our interviews and facilitated discussions, KLS&A will administer an online survey for additional quantitative data collection. The DEI Maturity Assessment™ is a customized web-based survey addressing the critical areas of focus for the foundation (e.g., Decision-making, operations, processes and procedures, workforce collaboration, organizational culture, etc.). The DEI Maturity Assessment™ is composed of a question bank of over +500 data points that our practitioners have assembled over 30 years of organizational transformation experience. Each assessment is customized to meet the needs of our clients. The assessment is based on a 5-point Likert scale that determines how the foundation is performing against DEI best practices. Our team will leverage the results as input into the current state assessment. The DEI Maturity Assessment™ allows our analysts to compare the results of the survey against 1500 organizational data points and create a benchmark assessment report. The end result of the foundation's participation in the survey will be an aggregated DEI score and flagged areas of concern that we will work with you to address. The objective of this step is to produce a current state assessment that clearly identifies and communicates the foundation's existing performance against its desired target state goals and objectives and best practices. Our team will identify existing gaps and determine organizational strengths, weaknesses, opportunities, and threats. Based on our current state analysis, our team will develop a series of recommendations for the foundation to reinforce and/or course-correct existing activities that influence equity. In addition, we need to identify the foundation's readiness to change based on its target vision. Cultural change is often met with resistance. We must assess





what risk areas, potential adoption challenges, and change advocates that exist within the foundation while identifying and developing strategic recommendations.

#### **4.2.2 Develop DEIA Assessment Report and Recommendations**

The KLS&A team will develop and document a final DEI Assessment and Recommendations Report. The objective is to provide an independent and unbiased evaluation of the foundation and a supporting series of potential solution options based on the results of current state assessment findings. We will facilitate a review session with foundation leadership and stakeholders of the recommendations report and solicit feedback and confirm understanding of our analysis while aligning them to organizational priorities and program goals. The facilitated discussion activities will provide an overview of the report sections developed by KLS&A which include an Executive Summary, Summary of Business and Technical Drivers, Data Collection and Assessment Methodology, Gap Analysis of Current versus Target State, Strengths, Weaknesses, Opportunities, and Threats Analysis, Benchmark Comparative Analysis, Summary of Findings and Recommendations, 5-Year Implementation Roadmap to Execute Recommendations, Conclusion Summary, and Appendix (e.g., Acknowledgement of Contributions, References, and Detailed Analysis)

#### **4.2.3 Develop DEI Progress Evaluation Framework**

The KLS&A team will support the development of a DEI performance (i.e., progress) evaluation framework that incorporates all components of change – leadership alignment, stakeholder engagement, communication, change impact and readiness, training, and organizational design. We will capture the strategic initiatives in a digital platform that manages performance execution. This includes performance evaluation criteria (based on a 5-point Likert Scale), performance metrics, data collection (with stakeholder notification), data visualization, and reporting. Our team will support the evaluation of identified focus areas and maintain an executive dashboard that provides visualization of progress. We will provide technical assistance to ensure reporting and stakeholder communication has a regular cadence.



## 5 Additional Questions

In your proposal response please address the following:

**1. Are you and/or your subcontractor currently involved in litigation with any party?**

No. KLS&A is not currently nor in our past been involved in any litigation.

**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.**

KLS&A is not currently nor in our past been a party to any investigation or action from any state, local, federal, or other regulatory body.

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

KLS&A is not currently nor in our past been a party to any lawsuits.

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

K.L. Scott & Associates, LLC. was founded in 2013 as K.L. Scott & Associates, LLC. Our firm has maintained this name since its existence.

## 6 Pricing Terms (§ Section XII Page 5)

The following represents KLS&A's labor categories and fully burden rates for the 5-year period. We factored in additional cost to account for normal inflation escalation of 2.5% each option year.

Labor Category	Base Year Rate	OY1 Rate	OY2 Rate	OY3 Rate	OY4 Rate
Partner	\$243.75	\$249.84	\$256.09	\$262.49	\$269.05
Senior Principal Consultant	\$221.25	\$226.78	\$232.45	\$238.26	\$244.22
Principal Consultant	\$206.25	\$211.41	\$216.69	\$222.11	\$227.66
Senior Manager	\$183.75	\$188.34	\$193.05	\$197.88	\$202.83
Manager	\$153.75	\$157.59	\$161.53	\$165.57	\$169.71
Senior Consultant	\$116.25	\$119.16	\$122.14	\$125.19	\$128.32
Consultant	\$93.75	\$96.09	\$98.50	\$100.96	\$103.48
Associate Consultant	\$71.25	\$73.03	\$74.86	\$76.73	\$78.65

(§ Section XVI Page 8) KLS&A requests payment term – 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

## Appendix

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## 6.1 Key Personnel Resumes

### Vicki Denmark, PhD – Senior Program Manager

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Vicki Denmark is an independent consultant with 40 years as an educator with a myriad of extensive leadership, solution development, and program management experiences with K-12 and higher education institutions. She most recently served as the Chief Architect of the Learning Lab at Cognia™, and before her role at Cognia, she was a senior executive leader in a large, urban school district.

#### Education and Certifications

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- Ph.D. Educational Policy Studies, Georgia State University, Atlanta, Georgia
- Ed.S., Educational Leadership, Georgia Southern University, Statesboro, Georgia
- M. Ed., Elementary Education, Georgia Southern University, Statesboro, Georgia
- B.S., Elementary Education, Armstrong Atlantic University, Savannah, Georgia

#### Professional Experience

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##### **K.L. Scott & Associates, LLC. , Senior Principal Consultant** 2022 – present

- Leads the organization on education improvement services
- Creates solutions for education improvement
- Conducts third party diagnostic and evaluative reviews
- Manages projects for external entities
- Provides subject matter expertise in the development of intellectual property, delivery frameworks and methodologies
- Oversees client relationships, solution delivery and implementation
- Provides management consulting services for educational institutions, K-12, and higher education

##### **Cognia, Chief Architect** 2010 – 2022

- Led innovation development team
- Led the conceptualization, design, development, field testing, and implementation of all projects and solutions
- Provided content area and practitioner expertise across for the organization and network members
- Collaborated with state department executives to develop solutions and provide expertise
- Researched and developed surveys and diagnostic tools for evaluative purposes
- Developed and delivered asynchronous and in-person training sessions on a variety of topics
- Led third party evaluations for all education institution types, internationally and domestically

##### **Assistant Superintendent for Instructional Services, Fulton County Schools** 2008-2010

- Led 14 departments that represented 6,700 employees
- Managed \$74,000,000 budget, state, federal, and local funding sources
- Supervised 10 state and federal grant programs (e.g., Title 1, ESOL, Special Education)
- Led charter school program, application review and approval process, and provided oversight of charter schools
- Served on Superintendent's Cabinet, district, and community committees

##### **Assistant Superintendent for Middle School Curriculum, Fulton County Schools** 2007-2008

- Led curriculum initiatives and instructional program for 18 middle schools
- Provided curricular and instructional expertise and support for middle school principals
- Monitored and tracked student achievement for all content areas

### **Area Superintendent, Fulton County Schools**

2004-2007

- Supervised the leadership and management of 18 K-12 traditional and charter schools
- Served as the area's educational leader and system liaison for 25,000 students and families
- Facilitated development of each school's strategic plan and monitored its progress
- Recruited, hired, evaluated, and trained school leaders
- Led and facilitated community advisory groups
- Supervised building and opening of four new schools

### **Principalships (River Trail Middle and West Hall Middle School)**

2001-2004, 1995-1998

- Provided visionary leadership that focused on student achievement
- Recruited, hired, and evaluated all staff members
- Led curricular and instructional programs

### **Assistant Professor, Georgia State University**

1998-2001

- Served as Master's Program Coordinator, Educational Policy Studies
- Restructured and led leadership intern program
- Redesigned and instructed master's, specialists, and doctoral level courses
- Co-developed three study abroad programs for aspiring school leaders
- Served on university committees

### **Selected Additional Professional Experiences**

- Member, Council of Chief School Officers, School Improvement Committee
- Adjunct Professor, University of Georgia, Mercer University, North Georgia College and State University, and Brenau University
- Keynoter and featured professional workshop trainer, Venezuela, Mexico, Egypt, United Arab Emirates, and districts across the United States
- Executive Board Member, Association for Middle Level Education
- Advisory Board Member, Georgia State University, College of Education and Human Development
- Recipient of Excellence in Leadership Award, University Council on Educational Leadership
- Recipient of Lifetime Membership Award, Georgia Middle School Association

### **Selected Publications**

Andrews, P. G., Debray-Pelot, E., & Denmark, V. (2009). Middle grades education: Finding success in the middle. In E. A. Houck (Ed.), *Georgia education policy papers: A collection of policy papers for the 2009 legislative session* (pp. 24-37, 117-119). Athens, GA: Education Policy & Evaluation Center, University of Georgia.

Opfer, D. & Denmark, V. (2001). Sorting out a sense of place: School and school board relationships in the midst of school-based decision making. *Peabody Journal of Education*, 76 (3), 101-118.

Denmark, V. (2000). Mettle of a mentor. *Journal of Staff Development*, 18-22.

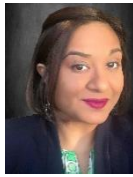
Podesn, I., & Denmark, V. (2006, 2<sup>nd</sup> edition). *Coaching and mentoring first year and student teachers*. Larchmont, NY: Eye on Education.

Denmark, V. (1995). *A program evaluation of the peer mediation programs in the junior high schools of a large urban school system*. Doctoral dissertation, Georgia State University, Atlanta, Georgia.



## Miranda Bissoo, Ed.D. - Manager

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Dr. Miranda Bissoo has a wide range of experiences and in-depth knowledge related to teaching and learning, education policy, strategic planning, research analytics, program evaluation, and product (solution) ideating and development processes. Dr. Bissoo has the grit, tenacity, and leadership style that will be an asset to your organization.

### Education

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#### **Master of Education in Instructional Leadership**

Alabama State University, Montgomery, AL.

#### **Educational Doctorate in Educational Leadership, Policy, and Law**

Alabama State University, Montgomery, AL.

#### **Master of Education in Elementary Education with a Concentration in Reading**

Auburn University at Montgomery, Montgomery, AL.

#### **Bachelor of Science in Elementary Education**

Faulkner University, Montgomery, AL.

#### **Relevant Coursework, Licenses, and Certifications:**

- Alabama Professional Teaching Certificate Class B (K-6)
- Alabama Instructional Leader Certificate Class A (K-12)

### Professional Experience

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#### **K.L. Scott & Associates, LLC.**

**Atlanta, GA**

*Manager, Organizational Strategy & Support*

*08/2022 - present*

- Providing logistic, administration and consulting support for U.S. Department of Education grant competition programs – Alaska Native and Native Hawaiian-Serving Institutions, Asian American Native American Pacific Islander-Serving Institutions, Native American-Serving Nontribal Institutions, Developing Hispanic-Serving Institutions, and Promoting Postbaccalaureate Opportunities for Hispanic Americans.

#### **Cognia**

**Atlanta, GA**

*Senior Director*

*04/2022 – 08/2022*

- Manage, implement, and lead the ideation and solution development processes using cross-functional collaborative teams. This role includes the identification of possible continuous improvement needs, environmental scanning, researching, conceptualizing, prototyping, and creating resources that support internal staff with the operationalizing the solution/product and external stakeholders with solution/product implementation.
- Led the development of the following solutions, including the resources needed for each solution to be operationalized and implemented:
  - Equity Review: A comprehensive solution designed to help institutions cultivate, build, and sustain equitable policies and practices.
  - Teacher Observation Tool: An observation tool designed to provide teachers with formative, actionable feedback about their classroom practices.
  - Professional Practice Diagnostic: A diagnostic tool designed to provide teachers with formative, actionable feedback about the practices outside the classroom.

- Accreditation Surveys: These are surveys used by institutions to gather information for continuous improvement from learners, families, educators, and leaders.

**Alabama State Department of Education**

*Education Specialist, Prevention and Support Services*

*Education Specialist, Research and Development*

**Montgomery, AL**

*11/2018-04/2020*

*12/2014 – 10/2018*

**Education Specialist, Educational Technology**

Alabama State Department of Education, Montgomery, AL 36130

**11/2012-11/2014**

**English as a Second Language Teacher (K-12 grade students)**

Montgomery Public School System, Montgomery, AL 36102

**08/2010-10/2012**

**Adjunct Teacher, Education Department**

Faulkner University, Montgomery, AL 36109

**08/2004-05/2009**

**Classroom Teacher (grades 5, 6, 1, and 4)**

Montgomery Public School System, Montgomery, AL 36102

**08/2000-06/2010**

## **Keith L. Scott, MBA, PMP – Program Executive**

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Keith Scott is the founder and Chief Executive Officer of K.L. Scott & Associates, LLC. He is an accomplished IT and management consulting services leader with over 29 years of consulting experience supporting local, state, and federal government agencies. He is a proven results-oriented leader and has an excellent track record of optimizing client performance through strategic organizational transformational services, operational process improvements, and information technology strategy.

- Mr. Scott has managed multimillion-dollar transformational projects for local, state, and federal government agencies. As a trusted advisor to government CxO and organizational leaders, Mr. Scott is often called upon when agencies are seeking to develop a business or strategic plan, modernize technology, enhance their employee or citizen experience, optimize business processes and improve inter- and intra- agency coordination, extend organizational capacity through skills development, and create strategic solutions for cost reduction and avoidance initiatives, and provide program support and oversight.
- Mr. Scott is a certified Project Management Professional (PMP) by the Project Management Institute. He has a Bachelor of Science in Computer Science from North Carolina A&T State University and a Master of Business Administration in Organizational Strategy from Mercer University. Mr. Scott is a certified Lean Six Sigma Greenbelt.
- Mr. Scott is a thought leader in public sector organizational transformation as he is the host of The Citizen Experience podcast where he interviews government leaders (County and City Managers, Commissioners, CIOs, Mayors, and other government officials) across the country to discuss strategies and best practices to improve government services and citizen engagement for their communities and constituents.

## **Education and Certifications**

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- B.S. – Computer Science, North Carolina A&T State University
- MBA – Organizational Strategy, Mercer University
- Certified Project Management Professional (PMP)
- Certified Lean Six Sigma Greenbelt
- Berkeley Business Analytics for Leaders, University of California, Berkeley, Haas School of Business

## **Professional Experience**

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### **K.L. Scott & Associates, LLC.**

**2013 – present**

#### ***Chief Executive Officer***

- Leads the organization on business development and market strategy while managing overall operations and resources for the company.
- Oversees client delivery and quality while managing client relationships
- Provides subject matter expertise in the development of proprietary assessment tools, delivery frameworks and methodologies
- Provides management consulting services for public sector executives and leadership in the areas of strategy development, organizational transformation, and information technology.

## **Recent Project Engagements:**

**Client: Centers for Disease Control** *Project: Strategic Planning and Facilitation of Health Equity Plan for Office of Smoking and Health*

- **Program Manager** of \$220k study to identify health disparities in the minority community. In addition, develop strategic initiatives to prevent initiation of tobacco use among youth and young adults, promote quitting among adults and youth, eliminate exposure to secondhand smoke, and identify and eliminate tobacco-related disparities.

**Client: County of Cumberland North Carolina** *Project: Diversity, Equity, and Inclusion Strategy*

- Developed a DE&I Strategic Plan to address government policies, workforce, communications, culture, and operations.

**Client: County of Frederick Maryland** *Project: Diversity, Equity, and Inclusion Strategy*

- Developed a DE&I Strategic Plan to address government policies, workforce, communications, culture, and operations.

**Client: Town of Matthews North Carolina** *Project: DE&I Strategic Planning*

- Program Executive providing oversight of the development of the DE&I Strategic Plan

**Client: City of Boise Idaho** *Project: DE&I Strategic Planning and Implementation Support*

- Program Executive providing oversight of the development of the DE&I Strategic Plan

**Client: Town of Milton Massachusetts** *Project: DE&I Assessment, Recommendations, and Implementation Support*

- Program Executive providing oversight of the development of the DE&I strategic recommendations and implementation support

**Client: Bureau of Alcohol Tobacco and Firearms** *Project: Strategic Plan Management Consulting*

- **Lead consultant** developing a 5-year strategic plan for the Bureau to execute its mission since the previous plan has expires in 2022. Understanding that the “world” has changed since the creation of the previous plan in 2016, worked with agency chiefs to adjust to new technologies, public communications, workforce development, and revise mission, vision, and values of ATF to address current and future challenges with law enforcement.

**Client: Alachua County, Florida** *Project: Strategic Planning Performance Management System*

- Assisted in the integration of data across over 40 County offices (e.g., Budget & Finance, HR, Parks & Rec., Procurement, Utilities, etc.) to establish a single repository of Strategic Plan Key Performance Measures. The selected performance management software allowed the County to reduce the number of performance measures based on relevance and alignment to County goals and vision, manage the County strategic plan at an enterprise level, enhance interdepartmental communication through real time performance analytics, enhance responsiveness to community needs through its call center, and improved the strategic performance management governance process.

**Client: U.S. Dept. of Energy - Mission Support Alliance** *Project: ERP System Modernization Strategy*

- Developed an ERP Modernization Strategy to improve and/or replace existing ERP systems for supply chain management, human capital management (payroll, talent management,

workforce management, time tracking, and compensation and benefits), financial management, project controls, and business intelligence systems.

**Client: State of South Carolina Department of Administration Project: *IT Strategic Planning***

- Developed 5-year IT Strategic Plan to support shared service adoption, data-driven decision making, citizen experience improvements, and cyber security.

**Client: City of Boise Idaho Project: *Diversity, Equity, and Inclusion Strategy***

- Developed a DE&I Strategic Plan to address government policies, workforce, communications, culture, and operations.

**Client: City of Chesapeake, Virginia Project: *Enterprise Application Modernization Strategy***

- Developed an application modernization strategy, implementation roadmap and investment estimate for the City's legacy tax systems.

**Client: State of North Carolina – Division of Motor Vehicles Project: *Application Alignment and Interoperability System Modernization Strategy and Vendor Sourcing and Selection Support***

- Develop an IT modernization strategy and implementation roadmap that outlined how the Division of Motor Vehicles could transition from their current state to a desired state that identifies a series of strategic initiatives that will modernize the technology ecosystem

**Client: State of Iowa - Department of Revenue Project: *Tax System Modernization Strategy and Business Case***

- Developed a business case for Tax System Modernization for the State CIO and Chief Economist which detailed a YOY investment plan and ROI analysis.

**Client: Virginia Housing Development Authority (VHDA) Project: *Organizational Assessment***

- Chief Operating Officer requested a rapid assessment of the IT department with a focus on organization, governance, work intake and execution.
- Administered a discovery process by evaluation existing documentation, interviewing the workforce (including leadership), and understanding current operations to identify what is and what is not working as it relates to organization (structure, roles, collaboration), governance (decision domains, authority, input and prioritization), ePMO (execution and oversight of key objectives)
- Provided a finding and recommendation report that outlined a series of course correction activities to improve organizational performance which included organizational re-alignment, re-structuring of the governance and communications model, streamlining decision-making, and investment in leadership training

**Novel Management Group, LLC.**

2008 – 2013

***Co-Founder and Managing Partner***

- Provided management consulting services for state, local and federal clients

**Deloitte Consulting**

2006-2008

***Manager***

- Provided management consulting services for state, local and federal clients

**AIG**

2003 – 2006



George Mason University  
Academic and Business Consulting Services  
Solicitation Number: GMU-1827-23

Appendix  
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***Solutions Architect (Contract Consultant)***

**AutoTrader**

2002-2003

***Sr. Project Manager (Contract Consultant)***

**Delta Airlines**

1998-2002

***Sr. Technical Lead (Contract Consultant)***

**Metavante Corporation**

1996-1998

***Sr. Application Developer***

**Data General**

***Software Engineer***

1994-1996



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](mailto:dreyno3@gmu.edu)

**SECONDARY PROCUREMENT OFFICER:** James F Russell, Director, [jrussell@gmu.edu](mailto: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](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet

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

**VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the 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 SBSB 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](mailto:acctpay@gmu.edu).

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

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

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

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

**Please state your payment preference in your proposal response.**

**XVII. SOLICITATION TERMS AND CONDITIONS:**

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

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Instructions**

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

**Section A**

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

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

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

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

**Subcontract #1**

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

pre-authorization.

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

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

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

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

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

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

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

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

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

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

- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
  2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
  3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
  4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
  5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
  6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
  7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.
- PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of

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

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

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

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

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

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



**Contractor Name**

Signature

Name:

Title:

Date:

**George Mason University**

Signature

Name:

Title:

Date:

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

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

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

**1. Definitions**

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

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

**2. Data Security**

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



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](mailto:dreyno3@gmu.edu)

**SECONDARY PROCUREMENT OFFICER:** James F Russell, Director, [jrussell@gmu.edu](mailto: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 XIIL.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:** K.L. Scott & Associates LLC

**DBA:** K.L. Scott & Associates LLC

**Address:** 235 Peachtree St NE, Suite 400, Atlanta, GA 30303

**Date:** 10/25/2022

**By:**   
Signature

**FEI/FIN No.** 46-3910345

**Name:** Keith Scott

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

**Title:** Chief Executive Officer

**Email:** [keith.scott@klscottassociates.com](mailto:keith.scott@klscottassociates.com)

**Telephone No.** 678-360-4354

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

**SWaM Certification Number:** 724309

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.

# Academic and Business Consulting Services

**Presented to George Mason University**  
**Solicitation Number: GMU-1827-23**  
**K.L. Scott & Associates, LLC.**

CERTIFIED

**SWaM**

Small,  
Women and  
Minority-Owned

*Supplier Diversity Strengthens the Commonwealth*

**by the Virginia Department of Minority Business Enterprise**

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# 1 Executive Summary



K.L. Scott & Associates, LLC. (KLS&A) was founded in 2013 by Keith Scott, Chief Executive Officer. KLS&A is a certified Small, Women and Minority-Owned (SWaM) business by the Virginia Department of Small Business & Supplier Diversity. Mr. Scott's vision for KLS&A was to create a consulting firm that provided fact-based analysis services to non-profit, educational institutions, and government agencies in their mission to determine social determinants of inequity and identify correlations between policies and social outcomes for all people. Our services provide detailed analysis of organizational strategy, policies, information technology, and operations. Now on the brink of 10 years in business, KLS&A has well established itself as a leader in social equity, digital transformation, organizational strategy, and data & analytics.

Figure 1. KLS&A's Social Equity Services.



KLS&A has provided the services outlined in the SOW for educational institutions, non-profit organizations, and government agencies. KLS&A provides continuous value for our clients through a data-driven approach which enables us to remain unbiased and facts-focused. Our objective is to empower our clients with a deep level of understanding of their people, processes, technology, and data to make fact-based data-driven business decisions and/or corrective actions. We are a team of education administrators, researchers, practitioners, data scientists, and analysts that can deliver continuous value.

“For the last 5 years, K.L. Scott & Associates has assisted Alachua County, FL with performance measurement, performance reporting, performance alignment to our strategic guide, and strategic planning. The use of the AchieveIt Software solution through K.L. Scott & Associates has significantly increased our managerial reporting, dashboard usage, and performance monitoring. Alachua County has more than 160 operational measures and we are able to easily monitor progress and report by focus area, department, measure status, and a number of other factors. We now have 100% departmental usage of our performance reporting and strategic alignment system. Our partnership with K.L. Scott & Associates has been a tremendous success!”

– Donna Bradbrook, Strategic Performance Manager of Alachua County, Florida

We are strategic planners to help support our client’s mission critical priorities. KLS&A has extensive experience setting organizational vision and helping clients achieve that vision through a thoroughly structured and quantifiable plan. Our team assists clients in understanding their strategic goals and objectives, developing initiatives to achieve those goals, determining which goals provide the highest value of return, and streamlining those goals into an effective implementation roadmap.

We support our clients by administering strategy work sessions and focus groups to drive goal and objective identification. Through our effective management process, KLS&A helps clients develop, implement, and monitor successful strategy execution. Monitoring and continuous evaluation of strategic program execution is imperative to the success of the mission. KLS&A supports our clients program execution through a

continuous monitoring process that includes metric identification, data collection, stakeholder notification, and data visualization. Through our continuous monitoring process, we provide advisory support to drive execution to completion and/or course correction if environmental factors change.

## 2 General Firm Background and Information



K.L. Scott & Associates, LLC. (KLS&A) was founded in 2013 by Keith Scott, Chief Executive Officer. Mr. Scott's vision for KLS&A was to create a consulting firm that provided fact-based analysis services to non-profit, educational institutions, and government agencies in their mission to determine social

determinants of inequity and identify correlations between policies and social outcomes for all people. Our services provide detailed analysis of organizational strategy, policies, information technology, and operations. Now on the brink of 10 years in business, KLS&A has well established itself as a leader in social equity, digital transformation, organizational strategy, and data & analytics.

KLS&A provides independent analysis and advice for non-profit organizations, educational institutions, and government agencies. We are a certified small and disadvantaged business by the U.S. Small Business Administration. In addition, we are a certified Small Women and Minority-owned (SWaM) business by the Virginia Department of Minority Business Enterprise. Our office is headquartered in Atlanta, Georgia with a remote workforce residing in Alabama, Connecticut, Georgia, North Carolina, Virginia, and Maryland. Our objective is to empower our clients with a deep level of understanding of their **people, processes, technology, and data** to make fact-based data-driven business decisions and/or corrective actions. We are a team of education administrators, researchers, practitioners, data scientists, and analysts that can deliver continuous value.

**Table 1. Relevant Consulting Experience Matrix (§ Section XLB Page 4)**

#	Consulting Experience	Past Performance
1	Higher education benchmarking and data analysis	
2	Helping the large public and non-profit universities enter into public-private partnerships	
3	Financial analysis and budget planning	X
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	X
7	Higher education strategy and facilitation of new partnerships	X
8	Strategic communication and change management of new initiatives or joint ventures	X
9	Academic Leadership assessment and coaching	X
10	Business and financial modeling	
11	Market analysis / Market demand analysis	
12	Significant work with U.S. public and international universities including accreditation or research	X
13	Demonstrated unique and proprietary knowledge regarding private for-profit/non-for-profit companies	
14	Extensive capital markets experience in higher education including both equity and debt issuances	

#	Consulting Experience	Past Performance
15	Extensive transactional experience, including mergers and acquisitions, in higher education	
16	Extensive experience in developing and growing DEI initiatives in higher education	X
17	Agility and reachability to assemble a relevant team of education experts quickly; strong network	X
18	Business process mapping, automation and change management consulting	X

Figure 2. K.L. Scott & Associates Differentiators

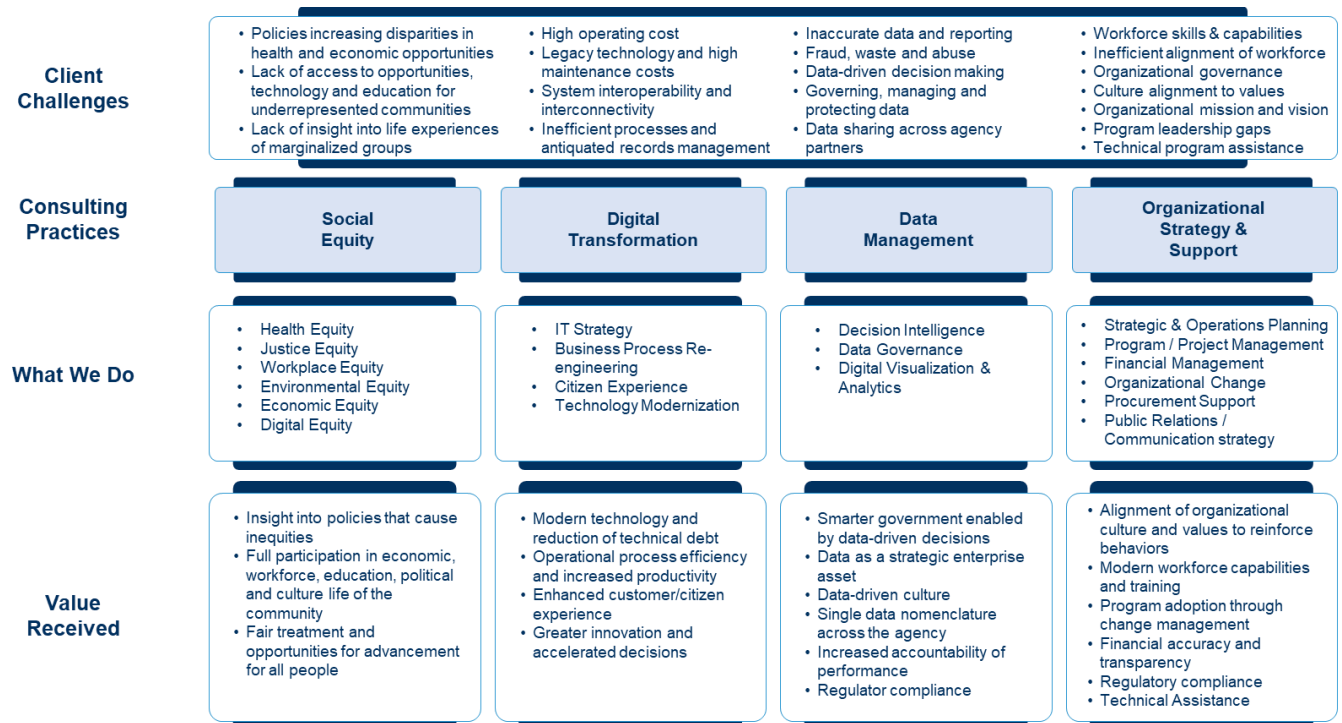


Our education industry consulting team is led by Dr. Vicki Denmark. Dr. Denmark has extensive experience leading teams, facilitating professional learning experiences, and creating organizational improvement solutions and resources. For the past twelve years, she served as a global non-profit company's subject matter expert for products, content, and solutions. Vicki was responsible for identifying new opportunities that led to eventual innovative solutions for organizations. She has developed and delivered face-to-face and asynchronous professional learning courses and experiences on various topics, including strategic planning. Vicki has worked extensively with institutions around the globe to determine their level of quality practices and decision-making for their improvement and future success. She began her career in education as a classroom teacher and then became an executive leader in a large, urban school district. During her career, she served as a full-time university professor, teaching master's and doctoral level courses such as organizational theory, evaluation, and supervision to aspiring educational leaders. She holds a Ph.D. in Educational Policy Studies from Georgia State University. Vicki has co-authored a book

mentoring first-year teachers and several research-based journal articles and served on national and state-wide boards that focus on middle-level education.

KLS&A provides continuous value for our clients through a data-driven approach which enables us to remain unbiased and facts-focused. We have supported clients across the country through our four primary service offerings as outlined in the figure below.

**Figure 3. KLS&A Professional Service Offerings**





### 3 References and Engagements

CLIENT	U.S. DEPARTMENT OF EDUCATION
<b>Project Name</b>	Logistic and Administrative Support for Grant Competitions
<b>Point of Contact</b>	Nalini Lamba-Nieves U.S. Department of Education Nalini.Lamba-Nieves@ed.gov
<b>Contract Value (3 Contracts)</b>	\$859,000.00
<b>Period of Performance</b>	6/2022 – 3/2023
<b>Description:</b> <p>The U.S. Department of Education (the Department), Office of Postsecondary Education (OPE), Higher Education Programs (HEP), Asian American Native American Pacific Islander-Serving Institutions (AANAPISI) Program, Native American-Serving Nontribal Institutions Program (NASNTI), Alaska Native and Native Hawaiian-Serving Institutions Program (ANNH), Developing Hispanic-Serving Institutions (DHSI) and FY 2022 Promoting Postbaccalaureate Opportunities for Hispanic Americans (PPOHA), has an ongoing requirement for logistical and administrative support for peer reviews. The purpose of this award is to provide logistical and administrative support for the Title III, Part A grant competition/peer review under Assistance Listing Numbers (ALN); Part A - 84.031N and 84.031W. The purpose of this peer review was to provide for a competitive and objective evaluation by well-qualified reviewers chosen for their experience and ability to assess the quality of a proposed project. These reviews are the foundation for higher-level funding decisions and help ensure that awards are made on a fair and impartial basis. KLS&amp;A provided administrative and logistical support and reported results for (1) activities associated with the recruitment, training, evaluation, management, and payment of peer reviewers; (2) peer reviews conducted virtually; (3) improvements to the current peer review system; (4) the design, reproduction, and distribution of guidance documents; and (5) activities associated with the post-review support. The tasks performed by our team included project management and oversight, processing and pre-screening of grant applications, facilitation of panel discussions and peer reviewer support, management of the distribution of honorarium funds, and content and communication management.</p>	

CLIENT	APPRAISAL SUBCOMMITTEE
<b>Project Name</b>	Organizational Assessment and Strategic Planning
<b>Point of Contact</b>	James R. Park Executive Director Appraisal Subcommittee 1325 G St. NW #500 Washington, DC 20005 O (202) 595-7575 M (571) 278-8883
<b>Contract Value</b>	\$250,000.00
<b>Period of Performance</b>	6/2022 – 6/2023
<b>Description:</b> <p>The Appraisal Subcommittee (ASC) provides federal oversight of the State appraiser and appraisal management company (AMC) regulator programs and provides a monitoring framework for the Appraisal Foundation and the Federal Financial Regulatory Agencies in their roles to protect federal financial institutions and public policy interests in real estate appraisals. ASC has an operating budget of \$9.1M with a total of \$4.8M in potential grant awards to support its mission. Currently, ASC has 12 FTEs with the desire to expand to 15 FTEs. ASC will lose a key team member, Alice Ritter, and could potentially lose additional team members due to retirement. However, ASC does not have a high rate of turnover but does not currently have a succession plan in place to ensure continuity and knowledge/responsibility transfer in the future. Through the President's executive order, ASC may be given additional responsibility and authority to review and assess areas of discrimination in real estate appraisals and applicable policies. The field members are responsible for 11 of the five ASC jurisdictions across the country. Since 2018, ASC has had a fully remote staff.</p>	



ASC tasked KLS&A to address, at a minimum, the following:

- How is the agency performing against best practices given the organization's size?
- What can the agency do to operate more efficiently?
- What would happen to the agency if given additional authority? Is the organization equipped to scale without introducing substantial risk?
- What should ASC look like in its future given the current climate of additional responsibility, aging workforce, competition for talent, and the changes in the economy?

KLS&A is conducting an independent organizational assessment and strategic plan that will address ASC's focus areas. In addition, KLS&A is providing:

- Gap and SWOT analysis of ASC's current state
- Identify ASC's target state mission, vision, and values
- Identify organizational key performance measures and S.M.A.R.T. goals and objectives
- Provide recommendations for future organizational transformation
- Develop a 5-year strategic roadmap to execute recommendations for ASC's future
- Document a 5-year organizational strategic plan

As a result of our organizational assessment, ASC expanded our support to provide the following additional services:

#### **Public Relations and Communication Support**

Because of the heightened awareness of inequity in the appraisal industry, more scrutiny has been placed on ASC. In addition, requests to grant enforcement capability have been discussed however, this will require congressional approval. Due to said scrutiny and the existing political climate, ASC must be responsive and control the accurate messaging and representation of the ASC. ASC tasked KLS&A to provide public relations support to

- Develop, coach, maintain, and monitor a communication strategy that is responsive to the given situation and long-term
- Manage and monitor social media mentions and events
- Develop press releases for print and electronic media
- Coach and support interviews with the press and various media outlets
- Manage and "own" the public image of ASC while countering any false, incomplete, and/or erroneous media and promoting ASC's mission and successful outcomes

As a result, KLS&A is providing public relations support in the following areas:

- Media Message Strategy and Development
- Social Media and Press Monitoring
- Press Release Development
- Communications Management and Outreach
  - Website content
  - Podcasts
  - Video content development
  - eNewsletters
  - Social media content

#### **Operational Planning**

ASC tasked KLS&A to support the

- Development of a framework to build an operational plan for the current and future fiscal years
- Development of an action plan that allows ASC as an organization to execute priority activities for the upcoming fiscal year
- Development of an action plan that clearly aligns time-based executable activities with resource needs

KLS&A developed an operational plan to support ASC through the following services:

- Align time-based activities for the upcoming fiscal year
- Assign resource needs and management of time-based activities
- Provide and associate financial needs to execute operational activities
- Identify and prioritize activities based on ASC's needs

- Integrate approved recommendations provided by the current state assessment from KLS&A into the operational plan

<b>CLIENT:</b>	<b>CENTERS FOR DISEASE CONTROL AND PREVENTION</b>
<b>Point of Contact</b>	Kevin T. Collins, PhD, MPA Centers for Disease Control Office of Smoking and Health <a href="mailto:ksc5@cdc.gov">ksc5@cdc.gov</a> 770/488-1218 office 404/259-1261 cell
<b>Current Projects</b>	<b>Strategic Planning, Management, and Capacity Building</b> Contract Number: 75D30121F11484 Firm Fixed Price: \$230,000.00 Period of Performance: 7/2021 – 6/2023 <b>Health Equity Diversity, Equity, Inclusion, and Access (DEIA) Training and Consulting</b> Contract Number: 75D30122P14067 Firm Fixed Price: \$245,000.00 Period of Performance: 7/6/2022 – 7/4/2024
<b>Period of Performance</b>	<b>Strategic Planning, Management, and Capacity Building</b> Period of Performance: 7/2021 – 6/2023 <b>Health Equity Diversity, Equity, Inclusion, and Access (DEIA) Training and Consulting</b> Period of Performance: 7/6/2022 – 7/4/2024

The Office on Smoking and Health (OSH) within the National Center for Chronic Disease Prevention and Health Promotion (NCCDPHP) has four major goals: prevent initiation of tobacco use among youth and young adults, promote quitting among adults and youth, eliminate exposure to secondhand smoke, and identify and eliminate tobacco-related disparities. KLS&A is supporting two programs for the CDC – Strategic Planning, Management, and Capacity Building and Health Equity DEIA Training and Consultation.

#### **Strategic Planning, Management, and Capacity Building**

OSH is developing a new Surgeon General Report on Smoking and Health Disparities and a strategic plan focused on commercial tobacco-related health disparities and achieving health equity. OSH will also be examining its overall strategic plan, which expires in 2022, to identify modifications needed to establish a plan for 2023-2027 and refine measurable outcomes for prioritized work focused on OSH's four major goal areas. KLS&A is providing support in the development and execution of strategic plans that require convening internal OSH stakeholders to articulate and recommend decisions about strategic priorities (including dissemination and promotion plans related to Surgeon General Reports); determine indicators and measurable outcomes related to priorities; guide and manage implementation, accounting for systems changes; and determine and implement solutions related to any barriers. Consistent with this need, KLS&A is supporting OSH in the convening of the following committees/workgroups:

- An OSH Health Equity Steering Committee (HESC) to accomplish the aforementioned actions focused on OSH's four goal areas.
- An OSH Strategic Planning Committee charged with synthesizing and proposing recommendations for partnerships and evidence-based strategies, indicators, and measurable outcomes leading to the development of OSH's 2023-2027 Strategic Plan: and
- A Surgeon General Report (SGR) Committee to develop strategic plans regarding partnership engagement and promotion efforts needed to maximize uptake and implementation of the SGR on Smoking and Health Disparities and other future SGR reports on other topics.

In addition, KLS&A is supporting OSH convene a "Connections Team (CT)," which is an internal group inclusive of staff members (primarily at the less than Team Leader level) to: facilitate cross-branch collaboration; recommend solutions for barriers related to work, process, and staff satisfaction; identify methods to enhance equitable practice and culture; and develop recommendations for leadership approval. KLS&A is supporting CT to explore how agency priorities and Chronic Disease Center demands, in addition to division issues, impact staff morale, employee satisfaction, and ultimately employee performance. Since the inception of the CT, OSH has seen an increase in the areas of employee satisfaction in the Employee Viewpoint Survey and the OSH Viewpoint Survey. KLS&A is providing strategic planning and facilitation services by providing organization development and design, application of systems changes, change management, and strategic planning principles. We are designing and leading the facilitation of workshops, providing consultation, and supporting strategic decisions.

CLIENT:	CENTERS FOR DISEASE CONTROL AND PREVENTION
<p><b>Health Equity Diversity, Equity, Inclusion, and Access (DEIA) Training and Consulting</b></p> <p>KLS&amp;A is supporting the CDC OSH with Health Equity DEIA Training and Consultation. OSH has embarked on an aggressive undertaking to ensure equity becomes an essential part of our lives. KLS&amp;A is supporting several initiatives through this contract which include providing training and consultation to create and implement a culture of equity, organizational design and development, change management, and developing and implementing training curriculums regarding the application of health equity and DEIA approaches to public health work. KLS&amp;A is developing a Health Equity Strategic Plan that will examine the organizational capacity as it relates to DEIA. Our efforts are addressing four questions –</p> <ol style="list-style-type: none"> <li>1) What does it mean to apply a health equity lens?</li> <li>2) How can OSH best implement approaches which advance health equity/DEIA in external facing work initiatives, efforts, and engagement?</li> <li>3) How can OSH create a DEIA culture?</li> <li>4) What does equity look like to each individual in our organization?</li> </ol> <p>In addition, KLS&amp;A is providing equity training courses to support the CDC – “Groundwater Analysis – Racial Equity Training”, “Identifying Approaches and Developing Strategies for Health Equity in Tobacco Control”, and “Statistical Methods to Advance Health Equity in Research and Surveillance (e.g., multi-level modeling and factor analysis),</p>	

CLIENT	LIBRARY OF CONGRESS
<b>Project Name</b>	Quality Assurance / Quality Control
<b>Point of Contact</b>	John Nave, Chief Office Systems Services (202)707-6538 <a href="mailto:jnave@loc.gov">jnave@loc.gov</a>
<b>Contract Value</b>	\$3.02M
<b>Period of Performance (Base + Option Years)</b>	08/2019 – 08/2024
PROGRAM DETAILS	CONTRACT DETAILS (MEETING/EXCEEDING SIZE/SCOPE/COMPLEXITY)
<p>The Library of Congress (LOC) Integrated Support Services (ISS) supports LOC facilities infrastructure. ISS Directorate includes – Customer Experience Division, Logistics Services, Asset Management and Protection, Warehousing and Transportation, Mailing and Shipping, Health Services, Food Services, Safety Management and Facilities Management. LOC desired to create a better user experience of their work order processing which included the Facility and Asset Management Experience (FAME) built upon the TRIRIGA application platform – Demand Work Order (DWO) system. LOC did not have an existing Quality Assurance / Quality Control (QAQC) program with documented standards for processes and procedures to manage their work order processing. The workflow did not have metrics to measure performance such as how long an order takes before resolution, customer notifications providing status of work orders, work order assignee (i.e., task owner), and analytic reports for decision support. As a result, the adoption of the DWO system suffered which caused many LOC staff members to manually execute work order processing. LOC engaged with KLS&amp;A to assess the current-state of the demand work order processing, establish a Quality Assurance and Quality control program containing a review of work activities, identify key performance indicators (KPIs) to be monitored through QA/QC standards, streamline business processes, establish early issue identification capabilities, manage contractor execution, and provide data-driven analysis with a focus on quality control and assurance.</p> <p><b><u>Quality Monitoring Materials and Scorecards:</u></b></p> <p>The success of implementing a new quality assurance and control program within LOC required leadership support and continued governance. KLS&amp;A leveraged our delivery model to assess the current state of all the divisions within LOC. We identified the key performance measures of each division, their existing data collection and reporting process, and their technology footprint. This process revealed gaps in data collection for KPMs (e.g., non-existent, inaccurate, inconsistent, and poor oversight). ISS lacked the ability to implement repeatable, automated, and measurable processes leading to the lack of improvement over time. The central technology was the DWO and KLS&amp;A provided recommendations for system enhancements to resolve the duration an order takes before resolution, customer notifications providing status of work orders, work order assignee (i.e., task owner), and analytic reports for decision support. These performance measures were reported on a real-time executive dashboard where LOC leadership can monitor workload levels, customer service performance, and identify patterns requiring additional support to fulfill customer demand. KLS&amp;A developed a ‘wireframe’ example of the dashboard layout</p>	

and the KPIs monitored in the dashboard. Our team recommended that the dashboard allows LOC executives to monitor:

- User Customer Satisfaction Score (CSAT)
- Service Level Agreement (SLA) – run chart of service performance
- Work Order Chart – stacked bar chart identifying work order types
- Work Order Status – doughnut chart outlining the progress of current work orders

To ensure continued governance, KLS&A assisted LOC in the creation of the Committee for Operational & Performance Excellence (COPE). COPE is cross-representative committee within LOC whose members include leaders from each division. COPE provides oversight into the DWO performance, provided advice on process improvement, monitor CSAT scores and customer feedback, and Service Level Agreements. COPE consists of a team lead, trainer, cross-section of users, and project manager. The committee meets quarterly to review metrics, discuss process improvements and action plans, and updates the FMEA to look at impact, budget and resources required to make quality and process improvements.

#### Project Management:

KLS&A is currently managing the project using best practices established by the PMI. The program manager, Keith Scott, is a certified Project Management Professional (PMP) and thought leader in organizational governance. Under his leadership, KLS&A has a six-person team of practitioners delivering ongoing value to LOC. Implementing change is difficult for any organization and this is not isolated to LOC. KLS&A is supporting the adoption of the QAQC program within the agency by developing and establishing change champions (i.e., advocates of the QAQC program and promoting the adoption of new initiatives and technology implementations to enhance quality within the agency. As our team integrates the Quality Assurance Quality Control program within LOC, KLS&A leverages best practices in organizational change management to deliver program adoption by

- Preparing for Change.
  - Defining the change needed and assessing LOC's readiness for change
  - Establishing a change strategy and approach
  - Preparing and measuring change outcomes
  - Managing the "change team" (e.g., COPE)
  - Developing change champions
- Managing the execution of change
  - Assessing change outcomes (e.g., CSAT, customer surveys, system adoption rates, customer feedback analysis, etc.)
  - Implement action plans based on change outcomes
- Reinforce Change
  - Collecting and analyzing change data
  - Assessing feedback from customers
  - Diagnose gaps and manage change resistance
  - Implement corrective actions

KLS&A deployed an OCM team of professionals that use the Prosci® 3-Phased OCM Methodology & ADKAR® model to track change progress for stakeholder groups. This approach emphasizes the five key areas: awareness, desire, knowledge, ability, and reinforcement.

#### Deliverables:

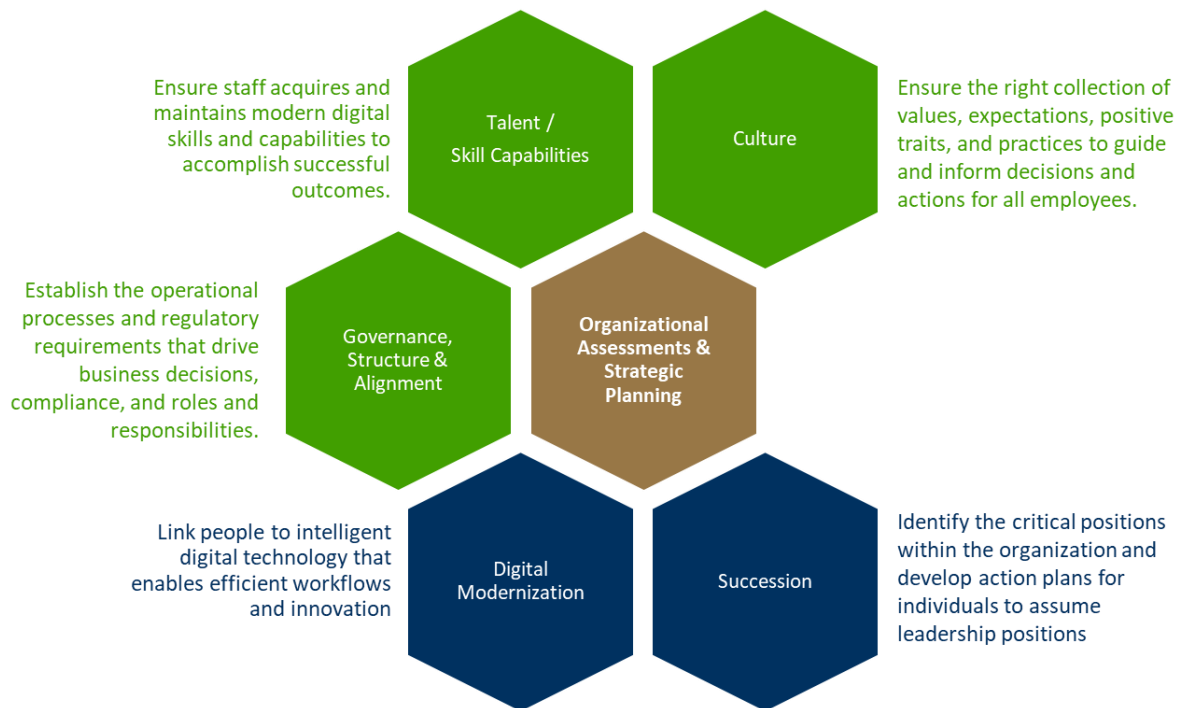
KLS&A provided an assessment of LOC's current state by identifying gaps in workflow processes both automated (i.e., system) and manual (i.e., non-system), creating an "AS-IS" business process map and developing a SWOT analysis with a focus on opportunities for improvement and managing existing risks. The current state assessment identified issues with personnel, system training, adoption, system shortcomings and opportunities leverage existing system features (such as workflow notifications) and inefficiency with the existing business processes. During the assessment of the Customer Experience for ISS, KLS&A identified gaps in the organization within the support of the DWO process. Our team uncovered many existing features that were not being utilized and identified four (4) major enhancements – 1) provide the ability to add users by roles; 2) enhance user interface by providing descriptive information during the online workflow; 3) provide self-service support and training tools; and 4) create an executive dashboard for performance monitoring. As a result, KLS&A provided a Findings and Recommendations Report that contained process improvement opportunities, a solution initiative, implementation roadmap, and investment summary to enhance QAQC to scale throughout the agency.

## 4 Approach

### 4.1 Organizational and operational assessments and improvements (§ Section XI.B Page 4 #6)

KLS&A provides organizational transformation services that drive operational excellence through the alignment of people, processes, and technology.

**Figure 4. KLS&A Services for Organizational Assessments & Strategic Planning**



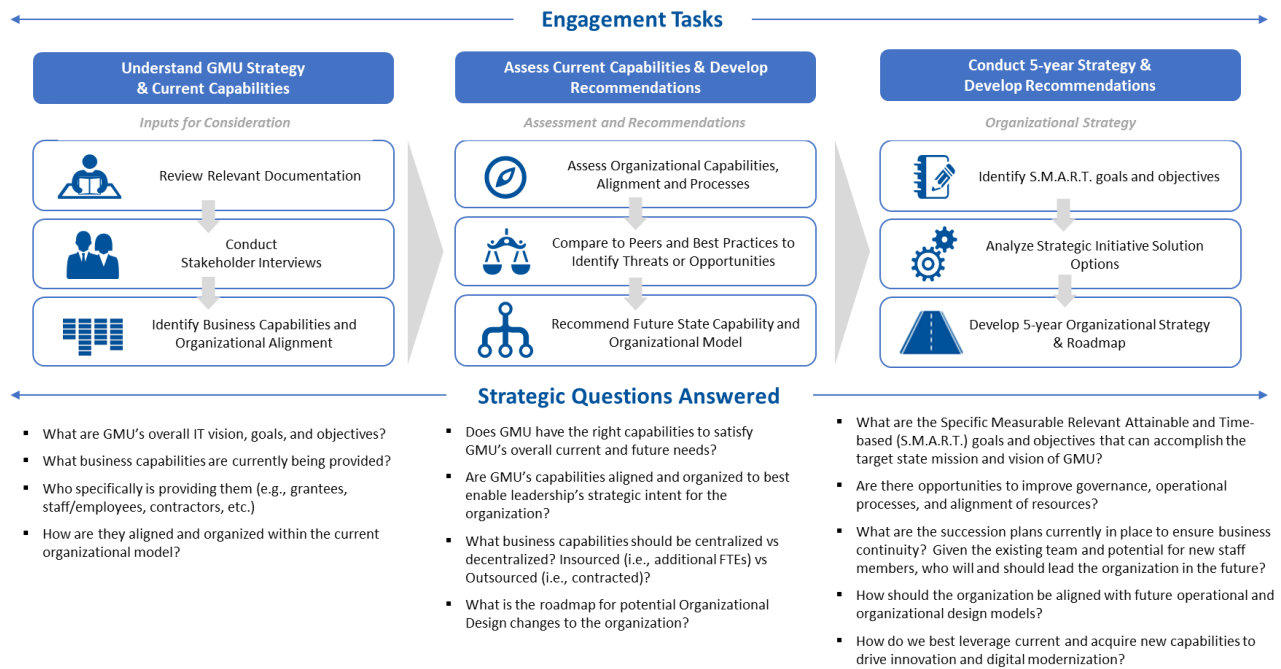
A modern “digital” workforce is putting pressure on traditional organizational models to be flatter and more agile. A modern digital organization structure is expected to drive mission, engagement, and innovation instead of being a cost center for the organization. The organization design must enable:

1. Outcomes focused on end-to-end responsibility and continuous improvement
2. Autonomy and dynamic reallocation of resources leading to faster and more flexible service delivery
3. Culture and mindset shift towards innovation and value delivery through multidisciplinary teams

Organizational leaders must plan for continual change in the structures of their organization that deliver business values.



**Figure 5. KLS&A's Organizational Assessment & Strategic Planning Framework**



#### 4.1.1 Understand GMU's Strategy & Current Capabilities

As we gain insight into GMU's current state, the KLS&A team conducts qualitative and quantitation analysis. We consider this the "Discovery" phase. Our team conducts targeted stakeholder interviews (e.g., students, executive leadership, staff members, board members, etc.) to understand the existing challenges and constraints. Additional qualitative data collection through documentation reviews of existing materials such as organizational charts, policies, standard operating procedures, governance (e.g., committee charters) strategic plans, technology, etc. Our team also conducts quantitative research using survey analysis. We will customize our survey analysis based on GMU's needs.

#### 4.1.2 Assess Current Capabilities & Develop Recommendations

As we complete our data-gathering exercise through in the "Discover" phase, the KLS&A team will administer the following activities:

- Compare current organizational capabilities being provided against future state visions, goals, and objectives for any gaps (e.g., missing capabilities) and asses GMU's needs
- Conduct a SWOT analysis and identify strengths, weaknesses (gaps), opportunities for improvement, and threats (risks) in GMU capabilities that are currently being provided, identify who is accountable for them within GMU, how they are performing against plan and expectation, and how the organizational structure is performing against the organizational model
- Develop a recommended overall organizational business capability model based on our analysis of the current state, future state goals and objectives, and industry best practices



- Identify immediate strategies that can be implemented within 12 months based on findings and provide them in our analysis.
- Review results, findings, and recommended organizational models (e.g., structure, culture, roles and responsibilities, DEI, decision criteria, etc.) with executive leadership

We consider this phase the “current state assessment”.

### **4.1.3 Conduct 5-year Strategy & Develop Recommendations**

The results from our current state assessment will inform the development of the organizational strategy. Our team will conduct the following activities:

- Identify S.M.A.R.T goals and objectives identified in the current state assessment report
- Facilitate recommendation solution selection workshops and short-list the series of solution recommendations based on priorities
- Identify key performance measures based on the selected solutions
- Develop a time-based organizational transformation and strategy execution roadmap aligned to desired target state objectives and segment them by short-term (i.e., “quick wins”), mid-term (i.e., accomplished within 1 to 3 years), and long-term (i.e., more than 3 years) and align the initiatives to the future state vision and mission
- Present results, recommendations, and roadmap with executive leadership
- Identify or determine the next steps (if desired) in how KLS&A could assist further (e.g., Transformation oversight, organizational change management, training, coaching, etc.)
- Document a 5-year strategic plan that consolidates the agency mission, vision, and values; goals and objectives; strategic initiatives; and implementation roadmap.
- Review Organizational Strategic Plan with GMU leadership
- Revised strategic plan based on feedback
- Facilitate final organizational strategic plan session

## **4.2 Diversity, Equity, and Inclusion Services (§ Section XI.B Page 4 #16)**

An equity-focused organization recognizes the need to eliminate disparities in outcomes from underserved and underrepresented communities. Through an equity-focused lens, GMU will be able to eliminate the widening disparity between racial, ethnic, gender, sexual identity, religion, individuals with disabilities, etc. Furthermore, the equity review seeks accountability and correction to see when policies and practices appear to be beneficial to various segments and thus widening inequality. Our team will approach all diversity, equity, and inclusion (DEI) initiatives with the following objectives:

“The DEI survey that K.L. Scott & Associates initiates is one of the better data collection tools we’ve seen. It helps us with our strategic planning process by concentrating on the data that allows us to identify opportunities to increase employee engagement.”

– Michael Hughes, Chief Diversity Officer, Frederick County Maryland

- Assess policy purpose and inclusiveness: What does the policy aim to do? Does the policy indicate who is to benefit? Who is left out?
- Uncover policy assumptions: What are the taken-for-granted assumptions made within the policy? In what ways might the taken-for-granted assumptions impact equity?
- Make equity intentional rather than accidental
- Implement ethical measures and confidentiality of data collection measures
- Invite reflection on the ways that policies can advance equity.

Figure 6. Assessment Planning EXecution (APEX™) Strategic Planning Development and Delivery Framework



4.2.1 Develop Data Collection Plan

Upon the issuance of a task order, our team will create a clearly defined Data Collection and Project Plan. Our team will customize our DEI strategic planning and implementation framework (also referred to as the APEX™ model) as shown in Figure 3. KLS&A will conduct a project kick-off meeting with the GMU project sponsor and stakeholders. The objective is to ensure mutual awareness of GMU’s current state and identify key stakeholders to take part in the assessment. We will work closely with the project sponsor to set the foundation for a successful engagement that is delivered on time, within budget and meets stakeholder objectives. Our team will review and confirm the project scope and schedule with the project sponsor and deliver a detailed data collection and project plan. KLS&A will create a data collection plan that includes (but is not limited to) the following methods as outlined in the table below.

Method	Details	Opportunities
Discourse Analysis	Analyzing written and verbal text to identify relations between DEIA representation	Brings a wide range of material, such as policy documents, meeting minutes, media, briefings, processes and procedures, speeches and newspaper articles into consideration.

Method	Details	Opportunities
<b>Content Analysis</b>	Studying the content of written communication: ‘Who says what, to whom, why, to what extent and with what effect?’	Can see how topics are talked about, different opinions on a topic, how debates take place etc. and external communication content.
<b>Participatory Action Research (PAR)</b>	Seeks to understanding a particular issue/problem by changing it collaboratively and reflecting on that process of change.	Participatory methods can allow individuals conducting the audit to reflect upon their own beliefs and biases around DEIA.
<b>Interviews</b>	Conversations in which we attempt to elicit information and personal opinion from participants.	Understanding of individual experiences and gain insights into how policies affect peoples’ everyday workplace and feeling of belonging. This will help KLS&A highlight differences between the assumptions of stakeholders and lived realities of those affected.
<b>Participant Observation</b>	KLS&A will take on the role of an observer in a situation in which they are a participant, for example, in meetings or consultation processes.	KLS&A will identify how policy-making processes or enforcement takes place. Possible to witness dynamics and relationships between individuals, groups, organizations, and institutions.
<b>Quantitative Data analysis</b>	The analysis of numeric data. This could be official data such as government statistics and studies, strategic plans, IT systems, internal records, surveys, evaluations, etc.	KLS&A will use this approach to gain an understanding of how policymakers use statistics to form opinions.
<b>Facilitated Focus Group Discussions</b>	Qualitative group discussions that produce insights or data through a more natural conversation style rather than individual interviews.	KLS&A will receive a range of opinions and perspectives as well as an insight into how people interact with others.

KLS&A initiates a ‘Discovery and Current State’ assessment phase which includes performing a deep dive analysis into the GMU’s existing equity posture. Data collection, discovery, and situational awareness is our objective to review existing documentation, reports, communications materials and channels, policies and procedures, and analysis that are available to establish an understanding of the GMU’s current state. Our team will conduct a series of stakeholder interviews, workshops and/or focus groups to inform our equity review and analysis. The following criteria will be considered in terms of focus and priority of our review:

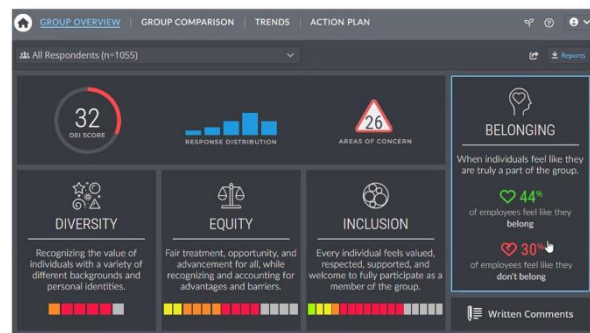
- Evidence of policy unintended consequence or disparate impact
- Stakeholder concerns about the impact of specific policies
- As change occurs, determine the underlying driver of the policy (e.g., system policy changes, civil rights changes, change in state or federal statute, etc.)

- Existing key performance indicators (KPIs) collection (i.e., metrics) and reporting systems to understand how the foundation currently monitors progress against targeted outcomes
- Current training and coaching initiatives
- Processes and procedures
- Information Technology and decision intelligence systems

In support of our interviews and facilitated discussions, the KLS&A team will prepare an agenda to support qualitative data collection:

- Before beginning the workshop discussion about the need to focus on equity, we will clearly define equity to clarify how it is different from equality and diversity and contextualize it within the organization's history and demographic trends.
- We will defuse potential concerns about the assessment by defining equity as distinct from policy and legal debates about diversity and affirmative action in government.
- We will identify precedents in existing policy for targeting groups based on unequal resources.
- We will moderate discussions regarding demographic groups and underrepresented or underserved communities by highlighting data to illustrate those disparities that exist but have different causes and different solutions.
- Our team will draw on our research resources to provide data on demographic inequality, gender inclusion, etc. to develop talking points that are supported by historical facts.

In concert with our interviews and facilitated discussions, KLS&A will administer an online survey for additional quantitative data collection. The DEI Maturity Assessment™ is a customized web-based survey addressing the critical areas of focus for the foundation (e.g., Decision-making, operations, processes and procedures, workforce collaboration, organizational culture, etc.). The DEI Maturity Assessment™ is composed of a question bank of over +500 data points that our practitioners have assembled over 30 years of organizational transformation experience. Each assessment is customized to meet the needs of our clients. The assessment is based on a 5-point Likert scale that determines how the foundation is performing against DEI best practices. Our team will leverage the results as input into the current state assessment. The DEI Maturity Assessment™ allows our analysts to compare the results of the survey against 1500 organizational data points and create a benchmark assessment report. The end result of the foundation's participation in the survey will be an aggregated DEI score and flagged areas of concern that we will work with you to address. The objective of this step is to produce a current state assessment that clearly identifies and communicates the foundation's existing performance against its desired target state goals and objectives and best practices. Our team will identify existing gaps and determine organizational strengths, weaknesses, opportunities, and threats. Based on our current state analysis, our team will develop a series of recommendations for the foundation to reinforce and/or course-correct existing activities that influence equity. In addition, we need to identify the foundation's readiness to change based on its target vision. Cultural change is often met with resistance. We must assess



what risk areas, potential adoption challenges, and change advocates that exist within the foundation while identifying and developing strategic recommendations.

#### **4.2.2 Develop DEIA Assessment Report and Recommendations**

The KLS&A team will develop and document a final DEI Assessment and Recommendations Report. The objective is to provide an independent and unbiased evaluation of the foundation and a supporting series of potential solution options based on the results of current state assessment findings. We will facilitate a review session with foundation leadership and stakeholders of the recommendations report and solicit feedback and confirm understanding of our analysis while aligning them to organizational priorities and program goals. The facilitated discussion activities will provide an overview of the report sections developed by KLS&A which include an Executive Summary, Summary of Business and Technical Drivers, Data Collection and Assessment Methodology, Gap Analysis of Current versus Target State, Strengths, Weaknesses, Opportunities, and Threats Analysis, Benchmark Comparative Analysis, Summary of Findings and Recommendations, 5-Year Implementation Roadmap to Execute Recommendations, Conclusion Summary, and Appendix (e.g., Acknowledgement of Contributions, References, and Detailed Analysis)

#### **4.2.3 Develop DEI Progress Evaluation Framework**

The KLS&A team will support the development of a DEI performance (i.e., progress) evaluation framework that incorporates all components of change – leadership alignment, stakeholder engagement, communication, change impact and readiness, training, and organizational design. We will capture the strategic initiatives in a digital platform that manages performance execution. This includes performance evaluation criteria (based on a 5-point Likert Scale), performance metrics, data collection (with stakeholder notification), data visualization, and reporting. Our team will support the evaluation of identified focus areas and maintain an executive dashboard that provides visualization of progress. We will provide technical assistance to ensure reporting and stakeholder communication has a regular cadence.

## 5 Additional Questions

In your proposal response please address the following:

**1. Are you and/or your subcontractor currently involved in litigation with any party?**

No. KLS&A is not currently nor in our past been involved in any litigation.

**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.**

KLS&A is not currently nor in our past been a party to any investigation or action from any state, local, federal, or other regulatory body.

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

KLS&A is not currently nor in our past been a party to any lawsuits.

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

K.L. Scott & Associates, LLC. was founded in 2013 as K.L. Scott & Associates, LLC. Our firm has maintained this name since its existence.



## 6 Pricing Terms (§ Section XII Page 5)

The following represents KLS&A's labor categories and fully burden rates for the 5-year period. We factored in additional cost to account for normal inflation escalation of 2.5% each option year.

Labor Category	Base Year Rate	OY1 Rate	OY2 Rate	OY3 Rate	OY4 Rate
Partner	\$325.00	\$333.13	\$341.45	\$349.99	\$358.74
Senior Principal Consultant	\$295.00	\$302.38	\$309.93	\$317.68	\$325.62
Principal Consultant	\$275.00	\$281.88	\$288.92	\$296.14	\$303.55
Senior Manager	\$245.00	\$251.13	\$257.40	\$263.84	\$270.43
Manager	\$205.00	\$210.13	\$215.38	\$220.76	\$226.28
Senior Consultant	\$155.00	\$158.88	\$162.85	\$166.92	\$171.09
Consultant	\$125.00	\$128.13	\$131.33	\$134.61	\$137.98
Associate Consultant	\$95.00	\$97.38	\$99.81	\$102.30	\$104.86

(§ Section XVI Page 8) KLS&A requests payment term – 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

## Appendix

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## 6.1 Key Personnel Resumes

### Vicki Denmark, PhD – Senior Program Manager

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Vicki Denmark is an independent consultant with 40 years as an educator with a myriad of extensive leadership, solution development, and program management experiences with K-12 and higher education institutions. She most recently served as the Chief Architect of the Learning Lab at Cognia™, and before her role at Cognia, she was a senior executive leader in a large, urban school district.

#### Education and Certifications

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- Ph.D. Educational Policy Studies, Georgia State University, Atlanta, Georgia
- Ed.S., Educational Leadership, Georgia Southern University, Statesboro, Georgia
- M. Ed., Elementary Education, Georgia Southern University, Statesboro, Georgia
- B.S., Elementary Education, Armstrong Atlantic University, Savannah, Georgia

#### Professional Experience

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##### **K.L. Scott & Associates, LLC. , Senior Principal Consultant** 2022 – present

- Leads the organization on education improvement services
- Creates solutions for education improvement
- Conducts third party diagnostic and evaluative reviews
- Manages projects for external entities
- Provides subject matter expertise in the development of intellectual property, delivery frameworks and methodologies
- Oversees client relationships, solution delivery and implementation
- Provides management consulting services for educational institutions, K-12, and higher education

##### **Cognia, Chief Architect** 2010 – 2022

- Led innovation development team
- Led the conceptualization, design, development, field testing, and implementation of all projects and solutions
- Provided content area and practitioner expertise across for the organization and network members
- Collaborated with state department executives to develop solutions and provide expertise
- Researched and developed surveys and diagnostic tools for evaluative purposes
- Developed and delivered asynchronous and in-person training sessions on a variety of topics
- Led third party evaluations for all education institution types, internationally and domestically

##### **Assistant Superintendent for Instructional Services, Fulton County Schools** 2008-2010

- Led 14 departments that represented 6,700 employees
- Managed \$74,000,000 budget, state, federal, and local funding sources
- Supervised 10 state and federal grant programs (e.g., Title 1, ESOL, Special Education)
- Led charter school program, application review and approval process, and provided oversight of charter schools
- Served on Superintendent's Cabinet, district, and community committees

##### **Assistant Superintendent for Middle School Curriculum, Fulton County Schools** 2007-2008

- Led curriculum initiatives and instructional program for 18 middle schools
- Provided curricular and instructional expertise and support for middle school principals
- Monitored and tracked student achievement for all content areas

### **Area Superintendent, Fulton County Schools**

2004-2007

- Supervised the leadership and management of 18 K-12 traditional and charter schools
- Served as the area's educational leader and system liaison for 25,000 students and families
- Facilitated development of each school's strategic plan and monitored its progress
- Recruited, hired, evaluated, and trained school leaders
- Led and facilitated community advisory groups
- Supervised building and opening of four new schools

### **Principalships (River Trail Middle and West Hall Middle School)**

2001-2004, 1995-1998

- Provided visionary leadership that focused on student achievement
- Recruited, hired, and evaluated all staff members
- Led curricular and instructional programs

### **Assistant Professor, Georgia State University**

1998-2001

- Served as Master's Program Coordinator, Educational Policy Studies
- Restructured and led leadership intern program
- Redesigned and instructed master's, specialists, and doctoral level courses
- Co-developed three study abroad programs for aspiring school leaders
- Served on university committees

### **Selected Additional Professional Experiences**

- Member, Council of Chief School Officers, School Improvement Committee
- Adjunct Professor, University of Georgia, Mercer University, North Georgia College and State University, and Brenau University
- Keynoter and featured professional workshop trainer, Venezuela, Mexico, Egypt, United Arab Emirates, and districts across the United States
- Executive Board Member, Association for Middle Level Education
- Advisory Board Member, Georgia State University, College of Education and Human Development
- Recipient of Excellence in Leadership Award, University Council on Educational Leadership
- Recipient of Lifetime Membership Award, Georgia Middle School Association

### **Selected Publications**

Andrews, P. G., Debray-Pelot, E., & Denmark, V. (2009). Middle grades education: Finding success in the middle. In E. A. Houck (Ed.), *Georgia education policy papers: A collection of policy papers for the 2009 legislative session* (pp. 24-37, 117-119). Athens, GA: Education Policy & Evaluation Center, University of Georgia.

Opfer, D. & Denmark, V. (2001). Sorting out a sense of place: School and school board relationships in the midst of school-based decision making. *Peabody Journal of Education*, 76 (3), 101-118.

Denmark, V. (2000). Mettle of a mentor. *Journal of Staff Development*, 18-22.

Podesn, I., & Denmark, V. (2006, 2<sup>nd</sup> edition). *Coaching and mentoring first year and student teachers*. Larchmont, NY: Eye on Education.

Denmark, V. (1995). *A program evaluation of the peer mediation programs in the junior high schools of a large urban school system*. Doctoral dissertation, Georgia State University, Atlanta, Georgia.

## Miranda Bissoo, Ed.D. - Manager

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Dr. Miranda Bissoo has a wide range of experiences and in-depth knowledge related to teaching and learning, education policy, strategic planning, research analytics, program evaluation, and product (solution) ideating and development processes. Dr. Bissoo has the grit, tenacity, and leadership style that will be an asset to your organization.

### Education

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#### **Master of Education in Instructional Leadership**

Alabama State University, Montgomery, AL.

#### **Educational Doctorate in Educational Leadership, Policy, and Law**

Alabama State University, Montgomery, AL.

#### **Master of Education in Elementary Education with a Concentration in Reading**

Auburn University at Montgomery, Montgomery, AL.

#### **Bachelor of Science in Elementary Education**

Faulkner University, Montgomery, AL.

#### **Relevant Coursework, Licenses, and Certifications:**

- Alabama Professional Teaching Certificate Class B (K-6)
- Alabama Instructional Leader Certificate Class A (K-12)

### Professional Experience

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#### **K.L. Scott & Associates, LLC.**

**Atlanta, GA**

*Manager, Organizational Strategy & Support*

*08/2022 - present*

- Providing logistic, administration and consulting support for U.S. Department of Education grant competition programs – Alaska Native and Native Hawaiian-Serving Institutions, Asian American Native American Pacific Islander-Serving Institutions, Native American-Serving Nontribal Institutions, Developing Hispanic-Serving Institutions, and Promoting Postbaccalaureate Opportunities for Hispanic Americans.

#### **Cognia**

**Atlanta, GA**

*Senior Director*

*04/2022 – 08/2022*

- Manage, implement, and lead the ideation and solution development processes using cross-functional collaborative teams. This role includes the identification of possible continuous improvement needs, environmental scanning, researching, conceptualizing, prototyping, and creating resources that support internal staff with the operationalizing the solution/product and external stakeholders with solution/product implementation.
- Led the development of the following solutions, including the resources needed for each solution to be operationalized and implemented:
  - Equity Review: A comprehensive solution designed to help institutions cultivate, build, and sustain equitable policies and practices.
  - Teacher Observation Tool: An observation tool designed to provide teachers with formative, actionable feedback about their classroom practices.
  - Professional Practice Diagnostic: A diagnostic tool designed to provide teachers with formative, actionable feedback about the practices outside the classroom.

- Accreditation Surveys: These are surveys used by institutions to gather information for continuous improvement from learners, families, educators, and leaders.

**Alabama State Department of Education**

*Education Specialist, Prevention and Support Services*

*Education Specialist, Research and Development*

**Montgomery, AL**

*11/2018-04/2020*

*12/2014 – 10/2018*

**Education Specialist, Educational Technology**

Alabama State Department of Education, Montgomery, AL 36130

**11/2012-11/2014**

**English as a Second Language Teacher (K-12 grade students)**

Montgomery Public School System, Montgomery, AL 36102

**08/2010-10/2012**

**Adjunct Teacher, Education Department**

Faulkner University, Montgomery, AL 36109

**08/2004-05/2009**

**Classroom Teacher (grades 5, 6, 1, and 4)**

Montgomery Public School System, Montgomery, AL 36102

**08/2000-06/2010**



## **Keith L. Scott, MBA, PMP – Program Executive**

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Keith Scott is the founder and Chief Executive Officer of K.L. Scott & Associates, LLC. He is an accomplished IT and management consulting services leader with over 29 years of consulting experience supporting local, state, and federal government agencies. He is a proven results-oriented leader and has an excellent track record of optimizing client performance through strategic organizational transformational services, operational process improvements, and information technology strategy.

- Mr. Scott has managed multimillion-dollar transformational projects for local, state, and federal government agencies. As a trusted advisor to government CxO and organizational leaders, Mr. Scott is often called upon when agencies are seeking to develop a business or strategic plan, modernize technology, enhance their employee or citizen experience, optimize business processes and improve inter- and intra- agency coordination, extend organizational capacity through skills development, and create strategic solutions for cost reduction and avoidance initiatives, and provide program support and oversight.
- Mr. Scott is a certified Project Management Professional (PMP) by the Project Management Institute. He has a Bachelor of Science in Computer Science from North Carolina A&T State University and a Master of Business Administration in Organizational Strategy from Mercer University. Mr. Scott is a certified Lean Six Sigma Greenbelt.
- Mr. Scott is a thought leader in public sector organizational transformation as he is the host of The Citizen Experience podcast where he interviews government leaders (County and City Managers, Commissioners, CIOs, Mayors, and other government officials) across the country to discuss strategies and best practices to improve government services and citizen engagement for their communities and constituents.

## **Education and Certifications**

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- B.S. – Computer Science, North Carolina A&T State University
- MBA – Organizational Strategy, Mercer University
- Certified Project Management Professional (PMP)
- Certified Lean Six Sigma Greenbelt
- Berkeley Business Analytics for Leaders, University of California, Berkeley, Haas School of Business

## **Professional Experience**

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### **K.L. Scott & Associates, LLC.**

**2013 – present**

#### ***Chief Executive Officer***

- Leads the organization on business development and market strategy while managing overall operations and resources for the company.
- Oversees client delivery and quality while managing client relationships
- Provides subject matter expertise in the development of proprietary assessment tools, delivery frameworks and methodologies
- Provides management consulting services for public sector executives and leadership in the areas of strategy development, organizational transformation, and information technology.

## **Recent Project Engagements:**

**Client: Centers for Disease Control** *Project: Strategic Planning and Facilitation of Health Equity Plan for Office of Smoking and Health*

- **Program Manager** of \$220k study to identify health disparities in the minority community. In addition, develop strategic initiatives to prevent initiation of tobacco use among youth and young adults, promote quitting among adults and youth, eliminate exposure to secondhand smoke, and identify and eliminate tobacco-related disparities.

**Client: County of Cumberland North Carolina** *Project: Diversity, Equity, and Inclusion Strategy*

- Developed a DE&I Strategic Plan to address government policies, workforce, communications, culture, and operations.

**Client: County of Frederick Maryland** *Project: Diversity, Equity, and Inclusion Strategy*

- Developed a DE&I Strategic Plan to address government policies, workforce, communications, culture, and operations.

**Client: Town of Matthews North Carolina** *Project: DE&I Strategic Planning*

- Program Executive providing oversight of the development of the DE&I Strategic Plan

**Client: City of Boise Idaho** *Project: DE&I Strategic Planning and Implementation Support*

- Program Executive providing oversight of the development of the DE&I Strategic Plan

**Client: Town of Milton Massachusetts** *Project: DE&I Assessment, Recommendations, and Implementation Support*

- Program Executive providing oversight of the development of the DE&I strategic recommendations and implementation support

**Client: Bureau of Alcohol Tobacco and Firearms** *Project: Strategic Plan Management Consulting*

- **Lead consultant** developing a 5-year strategic plan for the Bureau to execute its mission since the previous plan has expires in 2022. Understanding that the “world” has changed since the creation of the previous plan in 2016, worked with agency chiefs to adjust to new technologies, public communications, workforce development, and revise mission, vision, and values of ATF to address current and future challenges with law enforcement.

**Client: Alachua County, Florida** *Project: Strategic Planning Performance Management System*

- Assisted in the integration of data across over 40 County offices (e.g., Budget & Finance, HR, Parks & Rec., Procurement, Utilities, etc.) to establish a single repository of Strategic Plan Key Performance Measures. The selected performance management software allowed the County to reduce the number of performance measures based on relevance and alignment to County goals and vision, manage the County strategic plan at an enterprise level, enhance interdepartmental communication through real time performance analytics, enhance responsiveness to community needs through its call center, and improved the strategic performance management governance process.

**Client: U.S. Dept. of Energy - Mission Support Alliance** *Project: ERP System Modernization Strategy*

- Developed an ERP Modernization Strategy to improve and/or replace existing ERP systems for supply chain management, human capital management (payroll, talent management,

workforce management, time tracking, and compensation and benefits), financial management, project controls, and business intelligence systems.

**Client: State of South Carolina Department of Administration Project: *IT Strategic Planning***

- Developed 5-year IT Strategic Plan to support shared service adoption, data-driven decision making, citizen experience improvements, and cyber security.

**Client: City of Boise Idaho Project: *Diversity, Equity, and Inclusion Strategy***

- Developed a DE&I Strategic Plan to address government policies, workforce, communications, culture, and operations.

**Client: City of Chesapeake, Virginia Project: *Enterprise Application Modernization Strategy***

- Developed an application modernization strategy, implementation roadmap and investment estimate for the City's legacy tax systems.

**Client: State of North Carolina – Division of Motor Vehicles Project: *Application Alignment and Interoperability System Modernization Strategy and Vendor Sourcing and Selection Support***

- Develop an IT modernization strategy and implementation roadmap that outlined how the Division of Motor Vehicles could transition from their current state to a desired state that identifies a series of strategic initiatives that will modernize the technology ecosystem

**Client: State of Iowa - Department of Revenue Project: *Tax System Modernization Strategy and Business Case***

- Developed a business case for Tax System Modernization for the State CIO and Chief Economist which detailed a YOY investment plan and ROI analysis.

**Client: Virginia Housing Development Authority (VHDA) Project: *Organizational Assessment***

- Chief Operating Officer requested a rapid assessment of the IT department with a focus on organization, governance, work intake and execution.
- Administered a discovery process by evaluation existing documentation, interviewing the workforce (including leadership), and understanding current operations to identify what is and what is not working as it relates to organization (structure, roles, collaboration), governance (decision domains, authority, input and prioritization), ePMO (execution and oversight of key objectives)
- Provided a finding and recommendation report that outlined a series of course correction activities to improve organizational performance which included organizational re-alignment, re-structuring of the governance and communications model, streamlining decision-making, and investment in leadership training

**Novel Management Group, LLC.**

2008 – 2013

***Co-Founder and Managing Partner***

- Provided management consulting services for state, local and federal clients

**Deloitte Consulting**

2006-2008

***Manager***

- Provided management consulting services for state, local and federal clients

**AIG**

2003 – 2006

George Mason University  
Academic and Business Consulting Services  
Solicitation Number: GMU-1827-23

Appendix  
Page 28

***Solutions Architect (Contract Consultant)***

**AutoTrader**

2002-2003

***Sr. Project Manager (Contract Consultant)***

**Delta Airlines**

1998-2002

***Sr. Technical Lead (Contract Consultant)***

**Metavante Corporation**

1996-1998

***Sr. Application Developer***

**Data General**

***Software Engineer***

1994-1996



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**ATTACHMENT A**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

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

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

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** K.L. Scott & Associates LLC

**Preparer Name:** Keith Scott

**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: 724309 Certification Date: 03-25-2020

**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: \_\_\_\_\_





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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.

K.L. Scott & Associates LLC

NAME OF FIRM

Keith Scott

NAME (Print or typed)

A handwritten signature in black ink, appearing to read 'Keith L. Scott', written over a horizontal line.

SIGNATURE

10/25/2022

DATE



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Fairfax, Va. 22030  
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**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.

K.L. Scott & Associates LLC

NAME OF FIRM

Keith Scott

NAME (Print or typed)

A handwritten signature in black ink, appearing to read 'Keith Scott', written over a horizontal line.

SIGNATURE

10/25/2022

DATE



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**RFP ADDENDUM NO. 2:**

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

The following changes are hereby incorporated into the aforementioned RFP:

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

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

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

K.L. Scott & Associates LLC

NAME OF FIRM

Keith Scott

NAME (Print or typed)

A handwritten signature in black ink, appearing to read "Keith Scott".

SIGNATURE

10/25/2022

DATE



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**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.

**K.L. Scott & Associates LLC**

NAME OF FIRM

**Keith Scott**

NAME (Print or typed)

A handwritten signature in black ink, appearing to read 'Keith Scott', written over a horizontal line.

SIGNATURE

**10/25/2022**

DATE