



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

**STANDARD CONTRACT  
 GMU-1837-23-02**

This Contract entered on this 31 day of March 2023 (Effective Date) by United Training Commercial LLC, hereinafter called “Contractor” (located at 707 Landa Street, Suite 100 - New Braunfels, TX 78130) and George Mason University, hereinafter called “Mason,” “University”.

**I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

**II. SCOPE OF CONTRACT:** The Contractor shall provide Educational Support Services for Project Management Courses as set forth in the Contract documents. Note: George Mason University cannot guarantee a minimum amount of business under this Contract.

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

**IV. PRICE SCHEDULE:**

**Revenue Share % Split: United Training 70% / GMU 30%**

The split revenue rate for public enrollments and private events shall be the same.

Live In-Person Onsite or Virtual Certified Project Management Open Enrollment Class

Educational Support Services for Project Management Courses shall include:

- Certified United Training Instructor with in-depth subject matter expertise
- Professional Development Unit (PDU) Pre-approved courses
- Participant Courseware
- Tangible Marketing Support – promotional outreach activities to generate additional Students

**V. CONTRACT ADMINISTRATION:** Sarah Hott (shott@gmu.edu), Director of Operations, Continuing and Professional Education, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

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

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

- A. This signed form;
- B. Data Security Addendum (attached)
- C. Negotiation Response dated December 12, 2022 (attached);
- D. RFP No. GMU-1837-23, in its entirety (attached);
- E. Contractor’s proposal dated October 18, 2022 (attached).

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

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

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor 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.
  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. **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.
- M. **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.
- N. **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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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).
- U. **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.
  - V. **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.
  - W. **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.
  - X. **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 defective materials, goods, or equipment of any kind or nature furnished by the Contractor or any negligent acts or omissions of Contractor in the performance of 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.
  - Y. **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.
  - Z. **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



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- AA. **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.
- BB. **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.
- CC. **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).
- DD. **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.

- EE. 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.
- FF. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- GG. 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%.
- HH. 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/>."
- II. 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.
- JJ. 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.
- KK. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- LL. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.



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

approved and documented by Mason.

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

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.

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

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

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

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

**United Training Commercial LLC**

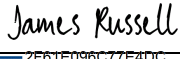
DocuSigned by:  
  
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Signature

Name: Gregory S. Pierce

Title: VP Legal & General Counsel

Date: 4/3/2023

**George Mason University**

DocuSigned by:  
  
2F61E096C77E4DC...  
Signature

Name: James Russell

Title: Purchasing Director

Date: 3/31/2023

**Data Security Addendum for inclusion in GMU-1837-23-02 with  
George Mason University (the "University")**

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

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

**1. Definitions**

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

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

**2. Data Security**

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

**3. Employee Background Checks and Qualifications**

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

**4. Insurance**

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

**5. Security Breach**

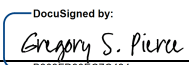
- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data, including but not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

**6. Audits**

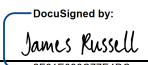
- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved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

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

**United Training Commercial LLC**

By:   
B303FD90EC7C434...  
 Name: Gregory S. Pierce  
 Title: VP Legal & General Counsel  
 Date: 4/3/2023

**George Mason University**

By:   
2F81E096C77E4DC...  
 Name: James Russell  
 Title: Purchasing Director  
 Date: 3/31/2023



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December 12, 2022

Sandra Magnani  
Senior Buyer | Purchasing  
George Mason University  
4400 University Drive  
Fairfax, VA 22030

Subject: RFP MASON-1837-23 Educational Support Services for Project Management Courses

Dear Ms. Magnani:

We understand that you are at the point in the evaluation process where you are ready to start negotiations and clarifications as provided in Section XIV B for the RFP. Thank you for your continued evaluation of United Training. Following find our responses to the specified questions.

- United Training is willing to pursue a revenue share of 70/30 and to incorporate this revised revenue model. We have added, later in this letter, our retail pricing model for public enrollment and private event training.
- If awarded the contract, United Training acknowledges, agrees, and understands that Mason cannot guarantee a minimum amount of business.
- United Training agrees to sign Mason's Standard Contract (Attachment B Sample Contract) when awarded the contract. We do not have any exceptions to the Standard Contract as written.
- Regarding our public offering via new corporate partnerships:
  - a. In the event Mason wants to utilize our public schedule we will collaborate to enroll the students into any published date found on our website. We would collect a minimal amount of information for enrollment, student name, email address and phone number. Once enrolled they would receive an enrollment confirmation email, from United Training or our Parent Company, Educate 360.
  - b. If you book a private event and you do not have enough students to meet minimum enrollment thresholds, we will work with you to identify the closest public enrollment date with availability and move the students.
  - c. The revenue split rate will be the same for public enrollments and private events.





- 
- d. United Training would like to collaborate on how we best ensure students feel part of Mason. We want to make certain that we fully understand your expectations and we clearly articulate our capabilities in this area to arrive at a satisfactory solution.
  - Rates for Custom Cohort-Based Courses, instead of open enrollment:
    - Later in this document we have provided our retail rates for public enrollment and stand-alone private events.
    - If you would like to for us to provide pricing for multiple private events taught consecutively in a cohort model, we'd like to collaborate with you to understand this better and provide the most accurate pricing.
  - United Training Support:
    - a. To Drive Enrollment (At Your Request)
      - i. Write a press release announcing our partnership.
      - ii. Provide artwork and text to support any efforts you may have on building marketing materials.
      - iii. Provide text and artwork to support content for your website and CPE Newsletters.
      - iv. Collaborate to host up to three webinars per year, on your behalf, to assist in driving enrollments.
    - b. To Support Your Customers
      - i. Assist in the facilitation of meetings you may have with prospective customers. Both to act as a subject matter expert, as well as provide logistics support.
      - ii. When applicable and where available, we can assist organizations, on your behalf with grant applications to fund training.
      - iii. In the event this would be of interest, we can bill your customers directly and then send to you Mason's Portion of the revenue split.
    - c. To Support Your Students
      - i. Our Customer Success Team will be available to assist with all questions related to enrollment.
      - ii. Upon enrollment all students will receive a confirmation email from United Training or our Parent Company Educate 360.
      - iii. Both a toll-free number and email address will be available for support, as well as a dedicated help desk for any technical challenges a student may have accessing classes or pre and post class resources.



- 
- iv. Upon class completion, certificates will be sent to all qualifying students with attendance reporting provided to Mason.
  - v. There are extensive pre and post class resources available for our PMP Offering.
- 
- United Training welcomes Mason adding other courses from the United Training Catalog. In the event there is interest we can provide you with a file of all our open enrollment classes, the dates, and the retail rates. Some of our partners publish this directly to their website.
    - Further, if interested, we can build a custom webpage for Mason that can be used to drive enrollments into our entire public schedule. There is a small fee to build this page of \$1,200.

We sincerely thank you for the opportunity to participate. We feel confident that the students and organizations you support, along with Mason, will benefit from offering Project Management and adjacent courses from the most well-known and best Project Management Training Organization globally.

Thank you,

A handwritten signature in black ink, appearing to read "LC", is positioned below the "Thank you," text.

Lindsey Celentino  
Major Account Manager



## Pricing:

### Public Enrollment

Course	# Days	Retail	GMU Split \$	UT Split \$	Max Students
<u>The Project Management Professional (PMP) Certification</u>	4	\$1,995	\$599	\$1,397	25
<u>Certified Associate in Project Management (CAPM) Certification</u>	3	\$1,595	\$479	\$1,117	25
<u>Certification of Competency in Business Analysis (IIBA-CCBA) Certification</u>	4	\$1,995	\$599	\$1,397	25
<u>Project Management Foundations - Workshop</u>	2	\$1,195	\$359	\$837	25
<u>Project Management Fundamentals</u>	1	\$795	\$239	\$557	25
<u>Strategic Risk Management</u>	1	\$795	\$239	\$557	25
<u>Project Scope and Schedule Management</u>	2	\$1,190	\$357	\$833	20
<u>Project Team Leadership</u>	2	\$1,190	\$357	\$833	20
<u>Agile Project Management Methodologies</u>	1	\$795	\$239	\$557	25
<u>PMI Agile Certified Practitioner</u>	2	\$1,195	\$359	\$837	25
<u>CompTIA Project +</u>	5	\$2,475	\$743	\$1,733	20
<u>Microsoft Project Part 1</u>	1	\$395	\$119	\$277	20
<u>Microsoft Project Part 2</u>	1	\$395	\$119	\$277	20

Note Course Titles Link to Outlines.



## Pricing Continued:

### Private Events

Course	# Days	Retail	GMU Split \$	UT Split \$	Max Students
<u>The Project Management Professional (PMP) Certification</u>	4	\$17,950	\$5,385	\$12,565	25
<u>Certified Associate in Project Management (CAPM) Certification</u>	3	\$13,950	\$4,185	\$9,765	25
<u>Certification of Competency in Business Analysis (IIBA-CCBA) Certification</u>	4	\$17,950	\$5,385	\$12,565	25
<u>Project Management Foundations - Workshop</u>	2	\$10,950	\$3,285	\$7,665	20
<u>Project Management Fundamentals</u>	1	\$8,450	\$2,535	\$5,915	20
<u>Strategic Risk Management</u>	1	\$7,450	\$2,235	\$5,215	25
<u>Project Scope and Schedule Management</u>	2	\$10,710	\$3,213	\$7,497	20
<u>Project Team Leadership</u>	2	\$10,710	\$3,213	\$7,497	20
<u>Agile Project Management Methodologies</u>	1	\$7,450	\$2,235	\$5,215	25
<u>PMI Agile Certified Practitioner</u>	2	\$10,950	\$3,285	\$7,665	25
<u>Implementing an Agile Project</u>	1	\$4,275	\$1,283	\$2,993	20
<u>Introduction to Agile and Scrum Methodologies</u>	2	\$22,275	\$6,683	\$15,593	20
<u>CompTIA Project +</u>	5	\$22,275	\$6,683	\$15,593	20
<u>Microsoft Project Part 1</u>	1	\$3,555	\$1,067	\$2,489	20
<u>Microsoft Project Part 2</u>	1	\$3,555	\$1,067	\$2,489	20

All private event pricing is for up to ten students. Price per student thereafter is retail divided by ten. Also, some in-person events may incur passthrough travel expenses.



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-1837-23

**ISSUE DATE:** September 16, 2022

**TITLE:** Educational Support Services for Project Management Courses

**PRIMARY PROCUREMENT OFFICER:** Sandra Magnani, Senior Buyer, [smagnani@gmu.edu](mailto:smagnani@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 Eastern Time (ET) on September 28, 2022. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on October 04, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** October 18, 2022 @ 2:00 PM ET. **SEE SECTION XIILA.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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

Name and Address of Firm:

Legal Name: \_\_\_\_\_

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/Offeree because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide Educational Support Services for Project Management Courses by developing and implementing a multi-platform of training development and delivery services designed to enhance the brand, image, enrollments, and revenues for Continuing and Professional Education (CPE) at 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(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

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

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](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 Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

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

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

- IX. PERIOD OF PERFORMANCE:** One (1) year from Effective Date of contract with four (4) successive one-year renewal options (or as negotiated).

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

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

A. The contractor shall provide proven curriculum and instructors for Project Management courses addressing the current version of the Project Management Institute (PMI) Body of Knowledge.

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

1. Supply proven curriculum in Project Management demonstrating a minimum of two years of experience delivering curriculum in higher education environments and five or more total years of experience developing and delivering project management curriculum.
2. Provide quality instructors with in-depth subject matter expertise across industries with current project management experience in addition to teaching content experience. Technical instructors must hold a Project Management Professional (PMP)® Certification.
3. Provide student experience within the course to support and encourage transfer and application of course content.
4. Provide tangible marketing support such as participating in local PMI chapter events and information sessions, and other promotional outreach activities to generate additional students.
5. Provide no fee substantive content for use in CPE newsletters/website and other uses to promote program.
6. Courses must be pre-approved for Professional Development Units (PDUs) or meet the requirements for same and any additional credential entities for project managers.
7. Understand and comply with all University, federal, state compliance, regulations and guidelines related to student recruitment, interactions, data or financial matters.

- XII. COST OF SERVICES:** Mason anticipates a revenue share model contract(s). The contractor will be paid based on a

percentage of revenue generated for each course. Provide your anticipated revenue share model.

### **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. The subject line of your email submission should read, "**RFP GMU-1657-20**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # \_ of \_ total".
  - c. 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.**
  - d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
  - e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
  - f. Each email may not be larger than 20MB.
  - g. All solicitation schedules are subject to change.
  - h. 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 XV)
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:
  - a. Provide references demonstrating significant work with US public and international universities.

- b. Provide references demonstrating high quality of training offerings.
  - c. Provide evidence of unique knowledge regarding the professional education market in the DMV (District, Maryland and Virginia).
  - d. Provide evidence of excellent student services beyond curricular experiences.
  - e. Describe previous or current partnerships with large public and non-profit universities, particularly in the areas of continuing education.
5. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
- a. Your approach to providing the services described herein.
  - b. What, when and how services will be performed.
6. Proposed Pricing: See XI. Cost of Services.
7. 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:

	<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
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 a small, minority or woman-owned business.	10
Total Points Available:		100

- B. AWARD: **Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

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

**XVI. PAYMENT TERMS / METHOD OF PAYMENT:**

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

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is [acctpay@gmu.edu](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 Virtual Payables 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 (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, no further negotiations shall 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/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

**XVIII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 9/16/22
- Vendors submit questions by: 9/28/22 by 4:00 PM ET
- Post Question Responses: 10/04/22 by 5:00 PM ET
- Proposals Due: 10/18/22 @ 2:00 PM ET
- Proposals to Committee: 10/19/22
- Review and Score Proposals: 10/19/22 – 11/01/22
- Scores to Purchasing: 11/01/22
- Oral presentations (if necessary): Will schedule if required
- Negotiations/BAFO: Start week of 11/14/22
- Award: TBD
- Contract Start Date: TBD

**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: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ SBSD 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-1837-23

**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. Negotiation Responses dated XXXXX (incorporated herein by reference);
  - C. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
  - D. 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:

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

<b>Contractor Name</b>	<b>George Mason University</b>
<hr/>	<hr/>
Signature	Signature
Name: <hr/>	Name: <hr/>
Title: <hr/>	Title: <hr/>
Date: <hr/>	Date: <hr/>





## Sandra Magnani

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**From:** Lindsey Celentino <Lindsey.Celentino@unitedtraining.com>  
**Sent:** Tuesday, October 18, 2022 11:04 AM  
**To:** James Russell; Sandra Magnani  
**Cc:** Carly Joier; David Visser  
**Subject:** RFP GMU-1837-23  
**Attachments:** United TR Proposal George Mason Leadsership RFP 2022-RFP-PROSV-0090.pdf

Good Morning, Sandra Magnani and James Russell,

Thank you very much for the opportunity to submit our United Training Proposal Response to George Mason University RFP GMU-1937-23. We look forward to your partnership consideration for this exciting Project Management Training Support Services Vendor Initiative.

Please let us know if you have any questions or need additional information.

### Lindsey Celentino

---

Major Account Manager

O 616-574-7512

[Lindsey.Celentino@unitedtraining.com](mailto:Lindsey.Celentino@unitedtraining.com)

[unitedtraining.com](http://unitedtraining.com)



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MODERN TRAINING SOLUTIONS BUILT FOR PROFESSIONALS



## Proposal

Prepared For:

**George Mason University**

**Educational Support Services for Project Management Courses**

**RFP #GMU-1837-23**

Submitted by:

**United Training Commercial, LLC**

Contact:

Lindsey Celentino  
Major Account Manager  
616-574-7512

[Lindsey.Celentino@UnitedTraining.com](mailto:Lindsey.Celentino@UnitedTraining.com)

Tax ID: 85-1290191  
Duns: 117557577  
Cage: 8MFH3  
TIPS Contract #210101  
GMU TIPS # 727717  
NAICS: 611420

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## 1) RFP Requirements

- A. Signed Cover Letter and Addendum 1 – Authorized**
- B. Attachment A – Small Business Subcontracting plan**
- C. United Training Payment Preference**

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



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-1837-23

**ISSUE DATE:** September 16, 2022

**TITLE:** Educational Support Services for Project Management Courses

**PRIMARY PROCUREMENT OFFICER:** Sandra Magnani, Senior Buyer, [smagnani@gmu.edu](mailto:smagnani@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 Eastern Time (ET) on September 28, 2022. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on October 04, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** October 18, 2022 @ 2:00 PM ET. **SEE SECTION XIILA.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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

Name and Address of Firm:

Legal Name: United Training Commercial LLC

Date: 10/17/22

DBA: United Training

Address: 707 Landa Street, Suite 100

By: David Visser  
Signature

New Braunfels, TX 78130

FEI/FIN No. 85-1290191

Name: David Visser

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

Title: Director of Sales

Email: david.visser@unitedtraining.com

Telephone No. 817 455 5742

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

SWaM Certification Number: \_\_\_\_\_

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



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

**RFP ADDENDUM NO. 1:**

Date: October 4, 2022  
Reference: RFP #GMU-1837-23  
Title: Educational Support Services Project Management Courses  
RFP Issued: September 16, 2022  
Proposal Due Date: October 18, 2022 @ 2:00 PM EST

The following changes are hereby incorporated into the aforementioned RFP:

1. Section XIII.A.1.b. **REPLACE** "RFP GMU-1657-20" in its entirety with "**RFP GMU-1837-23**". Letter b. under ELECTRONIC PROPOSAL SUBMISSION shall now read:

The subject line of your email submission should read, "**RFP GMU-1837-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # \_ of \_ total".

I hereby acknowledge receipt of RFP# GMU-1837-23, Educational Support Services Project Management Courses.

United Training Commercial LLC

Offeror/Firm

David Visser

Name (Print or typed)

David Visser

Signature

10/18/22

Date

**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:** United Training Commercial LLC

**Preparer Name:** Carly Joier **Date:** 10/17/22

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

**Instructions**

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

**Section A**

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

Certification Number: N/A Certification Date: \_\_\_\_\_

**Section B**

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

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

**Subcontract #1**

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

**Subcontract #2**

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

## 2) Executive Summary

### United Training Executive Summary

Thank you for the opportunity to submit our proposal to George Mason University to provide Educational Support Service for Project Management Courses by developing and implementing a multi-platform of training development and delivery services designed to enhance the brand, image, enrollment, and revenues for Continuing and Professional Education (COE). Our team of professional development facilitators offer you an adult learning method supported by products and services that assess, reinforce, support, and validate the transfer of knowledge and business skill sets to the workplace.

United Training specializes in developing high performance employees through innovative learning methods. We utilize state of the art technology platforms and modern delivery methods to ensure our customers' success. Our experts provide best of breed training and coaching as well as develop customized learning solutions aligned to your organizational needs. The content that we provide makes a difference immediately. Our learning theory is to fully engage the students through an environment which allows the participants to interact, gain knowledge, skill sets, and the strategy for workplace implementation and certification achievement.

Drawing from world-class learning and consulting experts who understand the uniqueness behind each organization's operating environment, United Training provides the knowledge and experience necessary to ignite and sustain performance in the areas of personnel performance so organizations can focus on their core missions. We offer an extensive selection of vendor-authorized training and certifications ensuring that our students have the highest quality training materials and train using the latest technologies available. United Training offers one of the largest Guaranteed-to-Run course schedules in North America. Please visit our website at [United Training](http://UnitedTraining.com).







## Custom Training

Our team of experts can create custom eLearning, instructor led courses, facilitation guides, custom courseware, mobile learning, gamification, quick references guides and more. These will all be specific to your organization. We can even help you amplify your team to tackle big projects.

- Instructional Designers
- LMS Experts
- Subject Matter Experts
- eLearning Developers
- Content Developers
- Training Project Managers
- Organizational Development Resources
- Change Management Consultants

## Benefits of Choosing United Training

- 1. Official Curriculum**  
Learn the skills you need using the Vendor suggested methods.
- 2. Certified Instructors with real World Experience**
- 3. One of the Largest Guaranteed-to-Run public class schedules in North America**
- 4. Post Classroom Reinforcement Tools**  
This includes Courseware, Virtual Labs, and Exam Prep Material.
- 5. Six-Month Re-Take Policy**  
Online, post classroom learning course re-takes are available to students at no additional cost on a seat available basis.
- 6. One Year Access to Recordings**  
Class recordings are available to the student for one year from completion of class.

United Training Project Support		
Contact	E-Mail	Phone
Major Account Manager	<a href="mailto:Lindsey.Celentino@unitedtraining.com">Lindsey.Celentino@unitedtraining.com</a>	616-574-7512
Sales Director	<a href="mailto:David.Visser@unitedtraining.com">David.Visser@unitedtraining.com</a>	469-312-2990
Instructors/Consultants	Multiple	Upon Request

### **Class/Delivery Support**

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**Lead Project Manager:** Our Major Account Manager for George Mason University, Lindsey Celentino, possesses over 12 years of experience in the Staff Professional Development Industry supporting regional and local government agencies as well as public school districts, universities, and enterprise clients.

**Phone:** 8 AM to 5 PM, Monday-Friday excluding major holidays and will provide response within one business day. Voicemail will be processed next business day.

**Email:** Email requests are responded to within 24 hours Monday - Friday and within 48 hours on weekends. All promised response times are for Acknowledgement, and initial recommendation. Actual resolution times may vary depending on the nature of the support request.

## 3) United Training Firm Background

United Training is an LLC founded and headquartered in New Braunfels, TX. In 2020, United Training purchased the training assets of over 30 training locations across the United States. We are an innovative and growing organization, founded on the principles of providing modern training solutions to meet the changing professional development needs of our clients. To achieve this goal, we offer a variety of delivery methods, a wealth of training courses, and the flexibility to customize training to meet the specific needs of our clients. Our well-established relationships with longstanding clients are based on our extensive knowledge, best-in-class consulting and instruction, and superior customer service. The staff of United Training has been working with private, government, and healthcare organizations for over 20 years. We have developed and delivered hundreds of learning/consulting solutions and introduced groundbreaking methodologies. Our ability to adapt to the changing marketplace, to be innovative, and to build lasting partnerships with our clients is the key to our success.

Our highly experienced facilitators have familiarity with the ways in which applications and business skills are employed and insight into how to help employees leverage their skills for greater productivity and effectiveness in the workplace. Our instructors and the content that we provide make a difference immediately. Our learning theory is to fully engage participants and provide an environment which allows them to interact, gain knowledge, skill sets, and the strategy for workplace implementation.

## Sample Facilitator Bios

### Mike Peasley - Technical

**CompTIA, ITIL Expert, PMI, LSS**

Mike is a Microsoft Certified Trainer and IT Professional with 23 years of training experience and specializations in project management, ITIL, and Lean Six Sigma.

As a technical trainer, Mike has delivered training in Project Management Professional, ITIL training as an ITIL Expert, Agile Project Management, and Lean Six Sigma training as a Lean Six Sigma Black Belt.

### Certifications & Expertise

#### Axelos (ITIL)

- ITIL Foundation v3 and v4
- ITIL Awareness (ITIL v4)
- ITIL Intermediate Capabilities and Lifecycle (ITIL v3)
  - (Capabilities) Operational Support and Analysis
  - (Capabilities) Release, Control, and Validation
  - (Capabilities) Service Offerings and Agreements
  - (Capabilities) Planning, Performance, and Optimization
  - (Lifecycle) Continual Service Improvement
  - (Lifecycle) Service Operations
  - (Lifecycle) Service Transition
  - (Lifecycle) Service Strategy
  - (Lifecycle) Service Design
- ITIL Practitioner (ITIL v3)
- ITIL Expert – Managing Across the Lifecycle (MALC) (ITIL v3)
- ITIL Expert – IT Service Management
- ITIL Specialist and Strategist (ITIL v4)
  - (Specialist) Create, Deliver, and Support
  - (Specialist) Managing Professional Transition
  - (Strategist) Direct, Plan, and Improve

#### Lean IT

#### Lean Six Sigma

- Green Belt
- Black Belt
- Experience using Minitab and SigmaXL

#### Project Management

- CompTIA Project+
- Project Management Professional (PMP)
- Integrated Learning Product Manager

#### Education

The University of Michigan, Bachelor of Arts

## **Sandy Stevenson Technical**

**ITIL, MCT, PMP**

Sandy is a Microsoft Certified Trainer and IT professional with specializations in Project Management, SQL Server, Oracle, Windows Desktops and Servers, PowerBI, and ITIL.

As a technical trainer, Sandy has delivered training in Project Management, Microsoft SQL Server, Oracle, and Microsoft Power BI. Additionally, Sandy has delivered training in Querying, Developing, and Administering a Microsoft SQL Server, Writing Reports with Report Builder, Querying Fundamentals, PL/SQL, and Administering an Oracle Database, Project Management Institute's Project Management Professional (PMP), Analyzing and Visualizing Data using Power BI and Excel.

## **Certifications & Expertise**

### **Microsoft**

- Microsoft Certified Trainer
- Microsoft Certified Professional: Power BI
- Data visualization using Power BI and/or Excel
- Microsoft Certified Solutions Associate: Windows 10
- Microsoft Certified Solutions Associate: SQL Server
- Microsoft Certified Solutions Associate: Windows Server 2012R2

### **Project Management Institute**

- PMP

### **Axelos**

- ITIL Fundamentals

### **Education**

Computer Learning Center, Systems Administration Certificate Program  
Computer Learning Centers, Inc., Computer Operator RPG II Programmer,  
COBOL Programmer

## 4) References and Engagements

### a) United Training References

- Reference One –
  - University of Houston
  - John Lane – IT Director
  - 1 Main Street, Houston, TX 77002
  - 713-221-8292
  - lanej@uhd.edu
  
- Reference Two –
  - San Jacinto College
  - Jerelyn Glenn – IT Director
  - 4624 Fairmount Pkwy, Pasadena, TX, 77504
  - 281-542-2066
  - Jerelyn.glenn@sjcd.edu
  
- Reference Three –
  - University of Texas at Arlington
  - Nikki Knight, Assistant Director of Client Exp & IT Services
  - nknight@uta.edu
  - 817-272-1369

### b) Examples of Delivery in Public Sector

1. State of Texas – we provided \$3M dollars in training to all State of Texas employees. Training consisted of virtual, onsite, and self-paced training. Our full catalog of classes is available for purchase.
2. State of Maine – we provided \$1M in training to State employees. Training consisted of virtual, onsite, and self-paced training. Our full catalog of classes is available.
3. State of Michigan – we provided \$2M in training to State employees. Training consisted of virtual, onsite, and self-paced training. Our full catalog of classes is available for
4. State of Massachusetts – we provided \$1M in training to State employees. Training consisted of virtual, onsite, and self-paced training. Our full catalog of classes is available.
5. State of Pennsylvania – we provided \$600K in training to State employees. Training consisted of virtual, onsite, and self-paced training. Our full catalog of classes is available.



6. State of New Mexico – we provided \$300K in training to State employees. Training consisted of virtual, onsite, and self-paced training. Our full catalog of classes is available.
7. Delaware Nation Industries (Army Contract) – we provided \$1M dollars in training. Training consisted of virtual and onsite delivery of multiple Information Technology courses (CompTIA, Microsoft, Cisco, VMware, etc.)
8. **More examples** can be provided upon request.

### c) Industry Knowledge/Expertise

Rapidly changing technologies and workplace environments require an agile and dedicated professional development partner. As a well-established learning integrator, United Training specializes in the logistical coordination of large-scale implementations for government, enterprise, and higher education clients. United Training Solutions help large organizations to:

- Enhance performance by increasing productivity and effectiveness of individuals and aligning them with their business objectives.
- Provide a measurable return on investment for their training dollars by creating the business justification for budgeting training expenditures.
- Assess personnel competencies against job requirements, identify gaps, and create development plans to ensure increased effectiveness and growth.

### d) Student Services

The student experience is our top priority and is the key to our participants continued success after program completion. We measure students' satisfaction, instructors' performance, and level of student services provided at the conclusion of every class offered. United Training takes great pride our instructors score an average rating of 4.87 on a 5-point scale, highlighting the students' valued experience. Our instructors are top 10 rated with Microsoft, CompTIA, Cisco, and EC- Council.

In addition to our teaching staff, United Training's expert customer support team stretches across all departments with over 20 years' experience in large organizations' training initiatives and deployments. Our team has the knowledge, capabilities, resources, and personnel to fulfill this project's goals.

### e) United Training Higher Education Institutions Partial Client List

- Boston University
- Bowling Green State University
- Harvard University
- Louisiana State University
- Michigan State University
- New Mexico State University
- Oakland University
- San Jacinto College
- Texas A&M University
- Tulane University
- University of Arkansas
- University of Connecticut
- University of Dallas
- University of Houston
- University of Massachusetts
- University of Michigan
- University of North Carolina
- University of Pennsylvania
- More upon Request

## 5) Approach and Methodology

This response provides our proposed resources to provide George Mason University with a Project Management Courses Support Services Vendor to include development and implementation of a multi-platform of development and training services in a variety of formats to enhance the brand, image, enrollment, and revenues for the Continuing and Professional Education (CPD) Program at Mason. We look forward to providing best in class professional development instruction via modalities including virtual live training sessions, onsite in-person sessions, or blended formats. Our goal is to provide a learning environment and content to meet the needs of every student.

United Training is an expert in the creation and delivery of Business Skills Curriculum with SMEs and facilitators that have an average of 20 years of experience in the business. We will work collaboratively with your team to identify specific content to be covered as well as all aspects of delivery, resulting in engaging and effective training sessions. Your Account Manager, Lindsey Celentino will coordinate all details regarding each class project to include but not limited to recruitment coordination, ongoing collaborative sessions with George Mason University, delivery of sessions, and tracking of training activities and logistics. Collaboration will address specific content, course materials, and instruction dates with the approval of the George Mason



University Manager. We will evaluate and provide tracking of the effectiveness of deployment to ensure that the goals of each session are met.

## United Training Deliverables

Our team of Project Management are committed to providing the following identified deliverable needs of George Mason University that include but are not limited to the following:

- ❖ Provide proven curriculum and instructors for Project Management courses addressing the current version of the Project Management Institute (PMI) Body of Knowledge.
- ❖ High Quality Instructors with in-depth subject matter expertise across industries
- ❖ Instructors hold Project Management Professional (PMP) Certification.
- ❖ Provide student experience within the course to support and encourage transfer and application of course content
- ❖ Provide tangible marketing support such as participating in local PMI Chapter events and information sessions, and other promotional/marketing outreach activities to generate additional students.
- ❖ Provide no-fee substantive content for use in CPE newsletters and website as well as other uses to promote the program
- ❖ Courses pre-approved for Professional Development Units (PDUs) or meet the requirements of same and any additional credential entities for project managers.
- ❖ Understand and comply with all University, federal, state compliance, regulations, and guidelines related to student recruitment, interactions, data or financial matters.
- ❖ Proposed Revenue Share Model Contract

George Mason University will designate a staff member to liaise with Lindsey to assist in the coordination of activities and related projects and provide any needed approvals. For each of the class deployments, United Training agrees to provide the requested facilitator, participant roster, participant materials, certificates of completion, as well as a Course Survey for participants to rate various aspects of the session that give you immediate feedback on value.

## Training Delivery Formats

### Onsite and Offsite Training – Live In-Person Instructor Led

United Training is prepared to deliver training at your location for in-person training. A traditional classroom setting allows certified instructors to set the stage for success by using engaging demonstrations and a hands-on approach, which allows students to learn while doing. We realize that in-person training has challenges during the pandemic. Our instructors will abide by regulations in place to keep everyone safe. United Training guidelines for in person training classes available upon request.

### Virtual Live Instructor Led Training (vILT)





The vILT training courses and workshops offer the same high quality and interactive instructor-led sessions as a classroom setting. In this live virtual format, students enjoy the freedom to attend class from anywhere with any device. Utilizing the communication and collaboration platform, Zoom or WebEx, vILT provides a rich, engaging, live classroom environment that allows you to easily interact with instructors and fellow students. The vILT learning platform is also easy to operate because it has few technical requirements. Key benefits:

- Students are engaged by participating with virtual hands-on labs.
- During a vILT session, students benefit from peer-to-peer interaction and one-on-one time with the industry's best online instructors.
- Instructors share course materials, including documents and presentations.
- Post class recordings allow students to re-take their class or review portions up to a year post class.
- The online option eliminates travel expenses, in addition to reducing employee time away from work.

### **Private Group Training - As Unique as Each Organization**

Private training allows organizations to train an entire team with one unified learning experience, ensuring that everyone obtains the same knowledge and skills.

United Training Private Classes Benefits:

- Customized solutions to fit your training objectives
- Flexible scheduling to maintain productivity
- Unified learning experience for all employees
- Real-world skills to ensure your project's success
- Reduced training costs

**Courseware** is accessed with a student login at the beginning of a course in digital format assigned to each user. We use industry standard courseware required by partner vendors, such as Microsoft Official Curriculum (MOC). Other inclusions are labs or exercise files, and when applicable, any custom supplemental digital handouts from the instructor. Students have access to the exercise files and labs for most courses for one full year. This is true for both in-person training and virtual ILT training.

**Course Evaluations** – Course Surveys will be executed by all students at the conclusion of their training session. Participants can rate various aspects of the course as well as add comments. We consolidate, analyze, review results with your organization, providing immediate feedback and useful data for future training endeavors.

Training Sessions
<b>Project Management Course</b> <ul style="list-style-type: none"> <li>• Live Instructor-led Open Enrollment Training Class</li> <li>• Live Virtual or IN-Person Delivery</li> <li>• Certified PMP Facilitator with extensive expertise</li> <li>• Class Length: Varies</li> <li>• Class Times: Varies</li> <li>• Up to 20 Participants per Session</li> <li>• Pre-Approved Professional Development Units (PDUs)</li> <li>• Virtual Instruction via Zoom Platform or Onsite In-Person</li> <li>• Participant Courseware: Course workbooks and supplemental handouts</li> <li>• Certificates of Completion</li> <li>• Course Evaluation Survey</li> </ul>
<b>Customized Course Syllabus may be created in collaboration with George Mason University Team</b>
<b>Course Surveys at end of each session executed, consolidated, and reviewed for immediate feedback and useful data for future endeavors</b>
<b>Project Management and logistics coordination services for each delivered session all collaboration meetings included</b>
<b>Marketing Support for each class through promotional outreach activities to generate additional students</b>

## Project Management Course Overviews

Our standard Project Management Course Outlines will be the foundation of curriculum for classes delivered under this initiative. United Training offers a robust variety of Project Management Course Titles including crossover titles to include Scrum, Agile, and Business Intelligence.

### United Training Course Content for Targeted Areas

Please visit and review [United Training Project Management Course Offerings](#) to view Class Outlines with Course Objective, Audience, and Agenda.

Project Management Class Descriptions
<p><b>Project Management Professional (PMP)® Certification Preparation Course – 7<sup>th</sup> Edition (5-Days)</b> This course prepares participants for the concepts found on the PMP® certification exam, effective January 2, 2021. As a Premier-Level Authorized Training Partner (ATP 3446) with the Project Management Institute (PMI®), Pinnacle Professional Development, LLC provides students with course materials specifically written by the PMI®, including a student manual with 300+ pages, a 200 question cloned PMP® exam, and over 500 additional practice questions using our proprietary online exam simulator. Only Premier-Level ATPs can provide participants with these exclusive, PMI®-authored materials. Participants also receive additional, valuable exam prep resources written by Pinnacle Professional Development, LLC experts. Participants will earn 35 contact hours/<b>35 PDUs</b> This fully satisfies the PMI training requirements to sit for the PMP® exam.</p>
<p><b>Certified Associate in Project Management (CAPM) Course (4-Days)</b> In this course, students will learn about and prepare for the Certified Associate in Project Management (CAPM) certification exam from the Project Management Institute, Inc. (PMI)®. Upon successful completion of this course, students will be able participants will be able to identify project management terms, concepts, and common practices as expressed by the Project Management Body of Knowledge (PMBOK)® Guide Sixth Edition, will be able to answer practice test questions, correctly providing an average, aggregate score of at least 70%, and will demonstrate learning through group exercises, discussions, and case studies NOTE: This course will earn you <b>28 PDUs</b>.</p>
<p><b>Certified Business Analysis Professional (CBAP and Competency in Business Analysis (CCBA) Exam Preparation) Course (4-Days)</b> This is an intermediate/advanced course designed to provide participants with a clear understanding of the concepts covered within the CBAP® and CCBA® exams. The course provides valuable tips and techniques to help students prepare, study, and assess their personal readiness. Participants will work through instructor led discussions on each of the six Knowledge Areas covered by A Guide to the Business Analysis Body of Knowledge™ (BABOK® Guide) version 3 and will be provided opportunities to answer simulated questions to gain skill and familiarity with applying personal knowledge to answer sample questions. Participants will review a number of business analysis techniques and personal skill competencies to understand how best to prepare for questions covering such topics. Each of the five business analysis Perspectives presented in the BABOK® Guide will be reviewed to support students in answering exam questions in these areas. After completing this course, participants will be better prepared to develop their study plan and will have identified knowledge gaps so study efforts can be directed toward their most critical areas. Students will also gain a solid understanding of key business analysis vocabulary to support this work. NOTE: This course will earn you <b>28 PDUs</b>.</p>
<p><b>Project Management - A Guide to the Project Management Body of Knowledge (PMBOK Guide) Foundations (1-Day)</b> - This course introduces participants to the best practices of project management, as found in the Guide to the Project Management Body of Knowledge (PMBOK®) Sixth Edition. The PMBOK® Guide is authored and maintained by the Project Management Institute, a non-profit organization that collects and disseminates project management principles and practices found to improve the performance of projects and the organizations that run them. Participants will apply all course principles to a case study taken directly from their work environment. NOTE: This course will earn you <b>7 PDUs</b>.</p>

**Project Management Fundamentals (1-Day)** - Successfully managing a project requires effective planning and adherence to the industry's best practices in every step of the process. By understanding the fundamentals of project management, you will be better prepared to initiate a project in your organization and position it for success. In this course, you will identify effective project management practices and their related processes. NOTE: This course will earn you **7 PDUs**

**Project Management Essentials (3-Days)** - In this course, students will identify and apply generally recognized practices in project management. NOTE: This course will earn you **21 PDUs**.

**Project Risk Management (2-Days)** - Studies suggest that 90% of project problems can be foreseen through the application of project risk management techniques. Proactively identifying and controlling risk greatly increases the accuracy of the project's scope, schedule, and budget, as well as reduces the amount of time the team spends putting out fires. This course focuses on improving the project manager's risk management expertise, from initial planning through project closure. Participants will apply all course principles to a work-related case study taken directly from their work environment. At course completion, students will be able to identify, analyze, respond to, and control project risks. NOTE: This course will earn you **14 PDUs**.

**Project Scope and Schedule Management (2-Days)** - This course provides participants with tools and techniques to help them determine and deliver products, services, and results that meet requirements, expectations, and deadlines. NOTE: This course will earn you **14 PDUs**.

**Project Team Leadership (2-Days)** - Project success depends on choosing, motivating, and leading the project team. This course focuses on improving the project manager's human resource expertise, from initial planning through project closure. Participants will apply all course principles to a work-related case study taken directly from their work environment. At course completion, students will be able to develop a human resource plan, acquire optimal team members, develop and motivate team members, and manage team members to accomplish project goals. NOTE: This course will earn you **14 PDUs**.

**Agile Project Management Methodologies (2-Days)** - Agile project management has become an increasingly powerful and popular manner to develop new or improved products, services, or results in a variety of fields such as software development, engineering, product development, pharmaceuticals, and process improvement. In environments with moderate uncertainty (for example, changing customer needs or unknown root cause), agile project management has been found to product higher customer satisfaction in less time compared to more traditional, plan-driven project management methodologies. This two-day course provides both the practice and the theory of planning and managing agile projects using methodologies such as scrum, XP (eXtreme Programming), and lean project management methodologies. It provides both the agile knowledge and skills necessary for scrum masters (coaches), product owners (customers), and team members to succeed. NOTE: This course will earn you **14 PDUs**.

**PMI Agile Certified Professional (PMI-ACP)® Exam Preparation (3-Days)** - This three-day course provides participants with a solid foundation of the PMI-ACP® exam. Participants earning this certification demonstrate their knowledge of and commitment to this rapidly growing approach to project management. Organizations employing PMI-ACP® certified individuals are more likely to roll out projects that provide customer value in less time and with far less wasted money and effort. Note: participants must have 2,000 hours of general project experience and 1500 hours of agile project experience prior to taking the exam. Participants apply directly with PMI prior to scheduling their exam. For the most up-to-date information, visit [www.pmi.org](http://www.pmi.org). Note: You will earn **21 PDUs**.

**BA07 - Implementing an Agile Project (2-Days)** - Many of today's Project Management and Business Analyst Professionals are finding themselves leading, managing and analyzing on Agile development teams - only to find that many of the tools and techniques applied when using a traditional project management approach no longer work as effectively or at all. In order to do more than survive in this iterative development environment, today's Project Manager and Business Analyst must employ additional project management and business analysis tools and techniques to effectively lead their teams and deliver their projects. The course will explore how your projects can easily and successfully make the transition to an effective Agile environment. Agile Scrum is an incremental, iterative framework for project management and software development - where requirements and solutions evolve through collaboration between self-organizing cross-functional teams. NOTE: This course will earn you **14 PDUs**.

**Introduction to Agile and Scrum Methodologies (1-Day)** - Agile project management is growing in popularity as a method for delivering value quickly. This course presents the tenets of Agile methodologies using the Scrum framework as a primary example to demonstrate the Agile approaches, their benefits, and challenges. NOTE: This course will earn you **7 PDUs**.

**CompTIA Project+ Certification (5-Days)** - In this course, students will apply recognized practices of project management and understand a project's life cycle and roles and skills necessary to effectively initiate, plan, execute, monitor and control, and close a project.

**Project - Part 1 (1-Day)** - This course will familiarize you with the basic features and functions of Microsoft Project so that you can use it effectively and efficiently in a real-world environment. You will develop the critical knowledge and skills you need to create a project plan with Project during the planning phase. In other words, if your supervisor assigns you to lead a project, this course will enable you to draft a project plan and share it with your supervisor (and others) for review and approval.

**Project - Part 2 (1-Day)** - This course empowers you with the advanced knowledge and skills you need to update a project plan in Project during the execution, monitoring, and controlling phases of a project. In other words, once your project plan is approved by the project sponsor, this course will enable you to manage the project so that it is completed on time, within budget, and according to scope.

## Sample Class Outline

### Project Management Professional (PMP) Certification Preparation Course – 7<sup>th</sup> Edition

Course Length: 5 Days

This course prepares participants for the concepts found on the PMP® certification exam, effective January 2, 2021. As a Premier-Level Authorized Training Partner (ATP 3446) with the Project Management Institute (PMI®), Pinnacle Professional Development, LLC provides students with course materials specifically written by the PMI®, including a student manual with 300+ pages, a 200-question cloned PMP® exam, and over 500 additional practice questions using our proprietary online exam simulator. Only Premier-Level ATPs can provide participants

with these exclusive, PMI®-authored materials. Participants also receive additional, valuable exam prep resources written by Pinnacle Professional Development, LLC experts. The PMP® exam is generally viewed as notoriously difficult. Maximize your chances of passing on the first attempt by trusting Pinnacle Professional Development, LLC. Over the past 20 years, we've helped thousands of candidates earn their PMP® certification. Participants will earn 35 contact hours/35 PDUs This fully satisfies the PMI training requirements to sit for the PMP® exam.

## Course Agenda

### 1 - Creating a High-Performance Team

- Build a Team
- Define Team Ground Rules
- Negotiate Project Agreements
- Empower Team Members and Stakeholders
- Train Team Members and Stakeholders
- Engage and Support Virtual Teams
- Build Shared Understanding about a Project
- Practice Questions

### 2 - Starting the Project

- Determine Appropriate Project Methodology/Methods and Practices
- Plan and Manage Scope
- Plan and Manage Budget and Resources
- Plan and Manage Schedule
- Plan and Manage Quality of Products and Deliverables
- Integrate Project Planning Activities
- Plan and Manage Procurement
- Establish Project Governance Structure
- Plan and Manage Project/Phase Closure
- Practice Questions

### 3 - Doing the Work

- Access and Manage Risks
- Execute Project to Deliver Business Value
- Manage Communications
- Engage Stakeholders
- Create Project Artifacts
- Manage Project Changes
- Manage Project Issues
- Ensure Knowledge Transfer for Project Continuity
- Practice Questions

### 4 - Keeping the Team on Track

- Lead a Team
- Support Team Performance
- Address and Remove Impediments, Obstacles, and Blockers
- Manage Conflict
- Collaborate with Stakeholders
- Mentor Relevant Stakeholders
- Apply Emotional Intelligence to Promote Team Performance

- Practice Questions

#### 5 - Keeping the Business in Mind

- Manage Compliance Requirements
- Evaluate and Deliver Project Benefits and Value
- Evaluate and Address Internal and External Business Environment Changes
- Support Organizational Change
- Employ Continuous Process Improvement
- Practice Questions

## 6) United Training Proposed Cost of Services

Classifications	Proposed Revenue Share % United Training/GMU Split
<ul style="list-style-type: none"> <li>• <b>Live Virtual Certified Project Management Open Enrollment Class</b></li> <li>• Certified United Training Instructor with in-depth subject matter expertise</li> <li>• PDU Pre-approved courses</li> <li>• Participant Courseware</li> <li>• Tangible Marketing Support – promotional outreach activities to generate additional Students</li> <li>• <b>George Mason University generated Student Enrollments</b></li> </ul>	<p><b>70%/30%</b></p>
<ul style="list-style-type: none"> <li>• <b>Live Virtual Certified Project Management Open Enrollment Class</b></li> <li>• Certified United Training Instructor with in-depth subject matter expertise</li> <li>• PDU Pre-approved courses</li> <li>• Participant Courseware</li> <li>• Tangible Marketing Support – promotional outreach activities to generate additional Students</li> <li>• <b>United Training generated Student Enrollments</b></li> </ul>	<p><b>80%/20%</b></p>
<ul style="list-style-type: none"> <li>• <b>Live In-Person Onsite Certified Project Management Open Enrollment Class</b></li> <li>• Certified United Training Instructor with in-depth subject matter expertise</li> <li>• PDU Pre-approved courses</li> <li>• Participant Courseware</li> <li>• Tangible Marketing Support – promotional outreach activities to generate additional Students</li> <li>• <b>George Mason University generated Student Enrollments</b></li> </ul>	<p><b>80%/20%</b></p>
<ul style="list-style-type: none"> <li>• <b>Live In-Person Onsite Certified Project Management Open Enrollment Class</b></li> <li>• Certified United Training Instructor with in-depth subject matter expertise</li> <li>• PDU Pre-approved courses</li> <li>• Participant Courseware</li> <li>• Tangible Marketing Support – promotional outreach activities to generate additional Students</li> <li>• <b>United Training generated Student Enrollments</b></li> </ul>	<p><b>90%/10%</b></p>





## 7) Answers to Attributes

- A. Are you and/or your subcontractor currently involved in litigation with any party? **No**
- B. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years. **None**
- C. Please list all lawsuits that involved your firm or any subcontractor in the last three years. **None**
- D. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change. **N/A**

## Conclusion

Thank you for the opportunity to submit our proposal to provide Educational Support Services for Project Management Courses by developing and implementing a multi-platform of development and training services. If you have questions, please call me at 830-433-7983 or e-mail at [Lindsey.Celentino@unitedtraining.com](mailto:Lindsey.Celentino@unitedtraining.com).

*Lindsey Celentino*

**Lindsey Celentino**

Major Account Manager