



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

**STANDARD CONTRACT
GMU-1837-23 -01**

This Contract entered on this 24th day of April, 2023 (Effective Date) by Business Performance Group, Inc., hereinafter called "Contractor" or "BPG" (located at 1612 Brookland Pkwy, Richmond, VA 23227) 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:** Two years from the Effective Date with three (3) successive one-year renewal options.
- IV. **PRICE SCHEDULE:**
 - For Mason-identified clients, Mason shall receive 60% of the gross revenue, and BPG shall receive 40% of the gross revenue.
 - For BPG-identified clients, BPG shall receive 60% of the gross revenue, and Mason shall receive 40% of the gross revenue.
 - It is assumed that any third-party material or license fees that can be passed through to the client shall be passed through and are not subject to revenue share. Examples include long-distance travel, direct course material, or licensing fees.
 - Other services, such as consulting or coaching, shall follow a similar revenue-sharing model.
 - Since all work is anticipated to be done on a fixed-price basis, BPG proposes that BPG's payment for CTP projects, whose period-of-performance is greater than one-month, be based on mutually agreed milestones that are aligned with projected incurred costs, billed monthly, payment terms NET 30. For projects whose performance period is less than or equal to one month, BPG shall invoice Mason upon work acceptance by the client, payment terms NET 30.
- 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, 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. Negotiation Responses dated February 25, 2023 (attached);
 - C. RFP No. GMU-1837-23, in its entirety (attached);
 - D. Contractor's proposal dated October 17, 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 direct and indirect costs incurred and savings realized. A markup for overhead and profit may be allowed. 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, except a material breach of the Contract by Mason, 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 Parties agree that sensitive or personally identifiable information shall not be exchanged under the current agreement. In the event the parties desire to exchange such information in the future, a mutually agreeable DSA must be entered into before any exchange.

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), 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.
- U. **FORCE MAJEURE:** Mason and the Contractor 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 or the Contractor, 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. Pricing for newly introduced additional goods/services may be negotiated at the time of occurrence.
- 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 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.
- 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 Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

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.

- 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;
- Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
- 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
- An umbrella/excess policy in an amount not less than one million dollars (\$1,000,000) 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. Specifically excepted from the foregoing are all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature (including software or computer images), or other disclosed intellectual property that: (a) are currently owned by Contractor or (2) are created during this agreement as mutually agreed by the Parties at no cost to Mason, hereafter referred to as Excepted Content. Mason represents, warrants, agrees that Contractor will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from its creation and development of Excepted Content 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. Mason agrees to assign and hereby assigns all rights, title, and interest in any and all Excepted Content intellectual property created in the performance or otherwise arising from the Contract and will execute in a timely manner any future assignments or other documents needed for BPG to document, register, or otherwise perfect such rights. Contractor shall bear all filing and legal costs to perfect Contractor's ownership interests.
2. Work Made for Hire. Contractor represents, warrants, agrees that all work performed under this Contract, except Excepted Content identified in subparagraph CC.1, above, is a work for hire and 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 in a timely manner any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Mason shall bear all filing and legal costs to perfect Mason's ownership interests. 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.
3. License. For Excepted Content intellectual property described in paragraph CC.1 and owned by Contractor, the Contractor hereby grants to Mason a non-exclusive, geographically unrestricted,

irrevocable, perpetual license, with payment terms as mutually agreed between the Parties, to use and modify Contractor's Intellectual Property produced by Contractor in its educational course offerings. Licensed material shall be appropriately marked.

- 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 materially 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 three (3) 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 5 % whichever is less.
 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 5%, whichever is less.
- 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.

Business Performance Group, Inc

DocuSigned by:

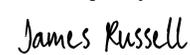
90233F0F3343438...
Signature

Name: Kristin L Allen

Title: President

Date: 4/24/2023

George Mason University

DocuSigned by:

2F61E096C77E4DC...
Signature

Name: James Russell

Title: Purchasing Director

Date: 4/24/2023

Sandra Magnani

From: Kris Allen <kallen@bp-group.net>
Sent: Saturday, February 25, 2023 9:46 AM
To: Sandra Magnani
Cc: James Russell
Subject: FW: Negotiations: RFP GMU-1837-23 – Educational Support Services for Project Management Courses
Attachments: NegotiationLetter_BPG_01.23.23_BPG_CommitteeResponse.docx
Follow Up Flag: Follow up
Due By: Tuesday, February 28, 2023 9:45 AM
Flag Status: Flagged

Dear Ms. Magnani –

BPG agrees with Mason’s response to BPG’s most recent Negotiation letter comments, attached. BPG has no further comments.

Please advise BPG on the next steps that need to be taken to conclude our negotiation and to formalize a Contract.

Please note that I will be traveling Monday through Wednesday of next week and will be checking emails only periodically. If you need to reach me, please call or text at (757) 651-9570.

Best regards,

Kris

Kristin L. Allen, PE, PMP

President
Business Performance Group, Inc.
1612 Brookland Parkway
Richmond, VA 23227

(757) 463-7937 (O)
(757) 651-9570 (C)
(703) 546-4983 (F)
kallen@bp-group.net



www.bp-group.net

Project Management Professional (PMP)[®] is a registered mark of the Project Management Institute, Inc.

This transmission is legally privileged, containing confidential information, intended only for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, this is notice that it is prohibited to use, share, copy, or reproduce this information, in any format, whatsoever, without the written prior permission of the author. If you received this in error, please contact Kris Allen, delete the material from any computer and destroy any printed copies. Thank You.

Business Performance Group, Inc.

Ms. Sandra Magnani (smagnani@gmu.edu)
Senior Buyer, Purchasing
George Mason University
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030

cc: Mr. James Russell, Director (jrussell@gmu.edu)

SUBJECT: Negotiations: RFP GMU-1837-23 – Educational Support Services for Project Management Courses; response to GMU email request from S. Magnani, dated December 12, 2022, 3:42 PM

Dear Ms. Magnani:

In accordance with Section XIV.B of the subject Request for Proposal (RFP), the following is BPG's response to the supplemental information request. Each Mason question is repeated and followed by BPG's response.

- 1) Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. With that in mind, can you reduce course pricing in the revenue-shared model or revenue percentage?**

BPG Response:

BPG is willing to negotiate pricing and revenue share model changes. The current model has served Mason and BPG well in the past, and BPG is open to discussing adjustments to the instructor's daily rate and the Parties' revenue share percentages. Discussions between the Parties must recognize that course pricing is set by Mason and includes both Mason's direct and indirect costs and BPG's instructional costs. For our collaborative partnership to be successful, the total course cost must be competitive in the marketplace and maximize revenue.

BPG's prospective agreement to pricing structure adjustments will trade off the following inter-related factors:

- **Keeping delivery value high, cost low, and providing instructors with reasonable schedule certainty at competitive market rates.** BPG's business model is structured to provide highly differentiated value at low cost. BPG's streamlined overhead model minimizes administrative costs and maximizes the investment in instructors and course material that directly improve the student learning experience. BPG recruits highly qualified, experienced instructors and compensates them fairly. It retains these instructors offering teaching engagement through a prestigious institution (Mason) and more reliable, longer-term engagement schedules than other contract training venues.

Delivering Business Results...SM

Business Performance Group, Inc.

The instructors are our competitive advantage, and their impact on the students is frequently mentioned in the course evaluations. Maintaining consistency and instructor commitment is critical to the program's success. Schedule uncertainty will lead to instructor turnover and increased costs for hiring and training new instructors. More certainty will have the opposite effect: brand loyalty will be built, repeat business will increase, and costs will go down.

- **Mason's commitment to investment in marketing and selling the program is the primary driver of financial success.** Mason's responsibility for marketing and selling the program is critical to generating revenue and ensuring the program's success. As described in Question 5, BPG is willing to increase its marketing and sales support. In return, we request greater transparency in Mason's investment in Project Management marketing and sales initiatives and their effectiveness. BPG proposes that this be achieved through (1) a regular comparison of Mason's investment and sales success in Project Management with other Mason programs and (2) the development of leading and lagging marketing and sales funnel metrics that project reliable enrollment estimates, which will reduce the number of canceled classes and allow BPG to manage instructor scheduling expectations.
 - Committee's response: In terms of marketing and sales support, CPE is open to further dialogue and collaboration with BPG on ways to grow our custom portfolio and improving our sales outcomes but will not share specific information regarding other Mason programs.
 - BPG Response. BPG is open to further dialogue on ways to grow Mason's custom portfolio. As a point of clarification, BPG is not asking for Mason to disclose Mason or other firms' data. BPG is referring to relative (viz., percentage-based) metrics in the form of leading and lagging indicators of success toward meeting goals and objectives.
 - 2/15/23 BPG Response: Per BPG's video conference meeting with the Mason Selection Committee on February 9, 2023, BPG acknowledges that Mason's intention is to retain another vendor to provide its Open Enrollment (OE) training. If Mason selects BPG to grow its Custom Training Portfolio (CTP), BPG assumes that the following statements are true with respect to the performance of this work:
 - The new vendor will develop and provide the training material for the OE classes, and BPG is released from this obligation.
 - With exception of Open Enrollment Training, each Party's role and responsibilities are as defined in BPG's proposal (BPG Proposal to Provide Education Support Services RFP GMU-1837-23).
 - BPG assumes that it may use its training program content or any other third-party content to fulfill its obligation to develop and deliver CTP. BPG shall retain rights to material it develops and delivers, subject to Mason's standard contract terms § CC., as redacted by BPG in its proposal.
 - Mason and BPG will maintain a shared sales funnel of prospects, qualified opportunities, and proposals that are within the scope of the CTP. Information regarding the prospective engagement should provide sufficient information to reasonably project prospective revenue recognition and its timing. This requirement does not apply to prospects, qualified opportunities, and proposals that either Party may pursue outside the scope of CTP.
 - Both parties shall have the right to: (1) review all CTP client request for proposals (including terms and conditions) and (2) review and approve the technical volume of

Business Performance Group, Inc.

all CTP client proposals prior to submission. The only financial information that shall be reviewed and approved between the Parties prior to proposal submission shall be the total proposed price to the customer.

If the need arises and Mason requests BPG to supply an instructor to teach a Mason Open Enrollment course, BPG will provide an instructor, if available, at a minimum of \$1,700 per day (which is inclusive of all BPG expenses) or 30% of the gross revenue; whichever is greater.

- 2/24/2023 Committee Response: The committee agrees with these statements. Approved.
- **BPG's instructional daily rate structure has not been increased in six years and must be adjusted to remain competitive.** BPG's instructor daily rate structure has remained unchanged since 2017. The daily instructor rate must be modified to keep instructor compensation competitive and to provide proposed ancillary student, sales, and other support services through a fixed instructor daily rate payment structure. As explained in the Proposal (pages 32-33), BPG used the U.S. Government methodology for projecting Social Security benefit increases and published historical inflation data to calculate the proposed 2023 fixed instructor daily rate. Increasing the daily rate based on inflation is a reasonable starting point; however, it does not address the region's highly competitive labor market. To promote constructive and transparent dialogue, BPG requests that Mason propose a fixed instructor daily rate that balances these competing factors.
- **Adjustments to the revenue-sharing model should be based on a review of underlying program financial performance expectations.** The proposed revenue share model is based on existing structures and assumptions that have not been updated for the past six years. The model is based on class enrollments, revenue receipts, Mason's administrative costs, and BPG's instructor costs (Exhibit A.6-1, page 72). Adjustments to the model and revenue share percentages should be based on changes in both parties' contributions to the program, including Mason's investment in marketing and sales, BPG's increased support for the program, and anticipated investment in developing new courseware and delivery platforms. Quantifying these planned investments and increased level of engagement, along with projected student enrollment, will create a basis for fact-based negotiation.
 - Committee's response: CPE desires to move toward an "all-inclusive/all-in" revenue share model with BPG. CPE no longer wishes to separate out instructor costs and revenue share. All costs (instructor, administrative, overhead) should be included in the proposed revenue split.
 - BPG Response: BPG would like to meet, clarify these statements, and understand Mason's intentions and preferences regarding the revenue-sharing model. In particular, the definition of an "all-inclusive/all-in" revenue share, AND "itemized costs (i.e., instructor costs) plus revenue share."
 - 2/15/23 BPG Response: Per BPG's video conference meeting with the Mason Selection Committee on February 9, 2023, BPG proposes the following Revenue Share model for CTP based on which Party identifies the prospective client:

Business Performance Group, Inc.

- For Mason-identified clients, Mason will receive 60% of the gross revenue and BPG will receive 40% of the gross revenue.
- For BPG-identified clients, BPG will receive 60% of the gross revenue, and Mason will receive 40% of the gross revenue.
- It is assumed that any third-party material or license fees that can be passed through to the client will be passed through and are not subject to revenue share. Examples include long-distance travel, direct course material, or licensing fees.
- Other services, such as consulting or coaching, will follow a similar revenue-sharing model.
- Since all work is anticipated to be done on a fixed-price basis, BPG proposes that BPG's payment for CTP projects, whose period-of-performance is greater than one-month, be based on mutually agreed milestones that are aligned with projected incurred costs, billed monthly, payment terms NET 30. For projects whose period of performance is less than or equal to one month, BPG will invoice Mason upon work acceptance by the client, payment terms NET 30.
- o 2/24/2023: Committee Response: The committee agrees with these statements. Approved.
- **Proposed changes to standard contract terms and conditions.** BPG has proposed several changes to the Standard Contract Terms and Conditions (see Question 3 below) that: (1) eliminate terms that do not apply or mirror contractual protections where appropriate; (2) propose a different initial contract period of performance to provide a reasonable timeframe in which Parties can make an investment and recover the benefit of that investment; and (3) protect BPG's intellectual property interests. BPG will consider a pricing adjustment in the context of the full range of other negotiated provisions.

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

BPG Response:

BPG acknowledges, agrees, and understands that Mason cannot guarantee a minimum amount of business, nor did our Proposal set expectations for such a commitment. Our Proposal does assume that when a commitment is made to a mutually agreed plan of action, both Parties will fulfill their contractual commitments and strive to achieve the business benefits to which we mutually agree.

From experience, we have learned the importance of consistency and commitment to our students over time. Students want courses offered on a regular schedule and assurance that the class will run once registered. We believe Mason shares these values. Over the past two years, Mason and BPG have agreed to run classes below the student minimum. Instructors have accepted lower fees, and BPG has taken a loss on these classes. BPG took these steps because it is committed to the students and our obligations under its contract with Mason.

- o Committee's response: As mentioned above, CPE is not viewing BPG as the provider of its open enrollment courseware but looks to have their support in our custom contract business therefore, we cannot guarantee business.
- o BPG Response: BPG would like this response clarified. What is meant by "not viewing BPG as the provider of open enrollment courseware" and "looks to have their support in

Business Performance Group, Inc.

our custom contract training.”

- 2/15/23 BPG Response: Per BPG’s video conference meeting with the Mason Selection Committee on February 9, 2023, Mason’s intentions were clarified.

3) Do you agree to sign Mason's Standard Contract (RFP Attachment B – Sample Contract) if awarded a contract? Please confirm all exceptions that are included in your proposal response. No further exceptions will be permitted.

BPG Response:

BPG confirms its recommended exceptions to Mason's Standard Contract (see Proposal, Sample Contract, pages 24-36). BPG is willing to discuss and negotiate these changes with Mason. A summary of the proposed changes is listed below.

- *Section III*: Having an initial 3-year term of service with two 1-year renewal options, rather than a 1-year contract with 4-renewal options. This change was requested to ensure a sufficient payback period to recognize the benefit from anticipated investments in modifications to courses and courseware.
 - Committee’s response: *Section III*: We do not agree to an initial 3-year term with two 1-year renewals. We would support an initial term of two-years with three 1-year options to further establish the custom training portfolio.
 - BPG Response: BPG’s response depends upon answers to requested clarifications.
 - 2/15/23 BPG Response: Per BPG’s video conference meeting with the Mason Selection Committee on February 9, 2023, BPG accepts an initial contract term of two-years with three 1-year options. BPG requests that negotiations on Option years start at least 90 days in advance of contract expiration and be reduced to a final document for review and agreement no later than 30 days prior to contract expiration.
 - 2/24/23 Committee Response: Per standard Mason contract language Mason will send a notification for contract renewal, and the vendor may renew the contract for an additional year. Or the vendor may request a price increase, as per clause HH (page 19 of the RFP): **Renewal of Contract**: “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.” ...
- *Section X.I*: Adjust the language to accommodate the requested period of performance change in Section III.
- *Section X.V*: Mirror Mason’s Force Majeure language so that BPG has similar protections.
 - Committee’s response: Section X.V: Force Majeure is a question for Mason legal and CPE provides no recommendations.
 - Purchasing’s comments: Mason accepts BPG’s proposed language change. We will continue negotiation on this item if you move to award.

Business Performance Group, Inc.

- BPG Response: Noted.
 - *Section X.W*: BPG reserves the right to negotiate adjustments to its then-current pricing to recover additional pass-through costs that may arise through material changes, new requirements, or other changes that may occur after the effective date of the contract.
 - Committee's response: *Section X.W*: CPE prefers that the revenue split will be fixed during the term of the contract.
 - BPG Response. BPG thinks there is a fundamental misunderstanding that needs to be resolved through a conversation. BPG's response depends upon answers to requested clarifications.
 - 2/15/23 BPG's Response: Per BPG's video conference meeting with the Mason Selection Committee on February 9, 2023, BPG agrees that the revenue split is fixed over the term of the contract unless mutually agreed in writing by the Parties. As both Parties gain experience in the marketplace, adjustment to the revenue share may represent an opportunity to increase overall revenue generation and improve both Parties' financial success. Opportunities like this should be accommodated in the contract language.
 - 2/24/23 Committee's response: The committee agrees with these statements. Approved.
 - *Section X.CC*: BPG seeks to retain its intellectual property rights over course material that it develops rather than doing "work for hire." BPG will leverage its existing intellectual property to build or update courses for Mason at no additional charge.
 - Purchasing's comments: We will continue negotiation on this item if you move to award.
 - BPG Response: Noted.
 - *Section X.HH*: Update renewal provisions to be consistent with the pricing model and adjust the daily instructor fee based on changes in the consumer price index annually.
 - Committees' response: *Section X.HH*: CPE seeks to remove all references to itemized costs (i.e., instructor costs) plus revenue share.
 - BPG Response: See prior comments (question 1). BPG is seeking clarity on Mason's expectations.
 - 2/15/23 BPG Response: Per BPG's video conference meeting with the Mason Selection Committee on February 9, 2023, BPG agrees to remove all references to itemized costs (i.e., instructor costs) plus revenue share in *Section X.HH* of the Standard Contract.
 - 2/24/23 Committee's response: Noted.
- 4) **Please discuss your ideas/willingness for flexibility in courseware modality. We'd like to see our offerings move toward the University's commitment to a portfolio of choice (in-person and online, synchronous/hybrid/asynchronous).**

BPG Response:

Business Performance Group, Inc.

BPG looks forward to partnering with Mason to develop and deliver a robust portfolio of learning options. Both in its Proposal and its oral presentation to the Mason evaluation committee, BPG proposed to:

- Immediately restart instruction using Mason's existing Certificate program upon contract award.
- Initiate a strategic planning process to define the program's future content and direction. We had hoped to initiate the planning process in 4Q CY2022 and expected it would require at least two sessions to complete.
- Based on the outcome of the strategic plan, acquire, or develop new content in 2Q-3Q CY2023.
- Implement the new courseware starting in 3Q-4Q CY2023.

Course scope, modality, and introduction timing will be determined by evaluating market demand, estimated return on investment, and resource commitment by both Parties. BPG will employ a user-centric, agile approach whereby minimum viable products are deployed to test and validate benefits hypotheses. An output of the planning process will be an implementation schedule that supports Mason's goal to develop a "portfolio of choice," starting in late 2023 or early 2024.

The time, cost, and effort required to develop the new material must be considered when considering future offerings. This is especially important for asynchronous online content. To address this challenge, which we have faced many times, BPG recommends employing a methodology that maximizes course effectiveness and minimizes development cost (see Proposal, pages 49-51, Engagement Model).

When evaluating our options, an important initial decision is buy-versus-build. BPG has experience with both developing its own course material and leveraging commercially available alternatives. Examples include:

- For the Project Management Essentials Course, we obtained rights to use Kathy Schwalbe's textbook, Introduction to Project Management, and associated courseware. Students were provided with a copy of the book at a discounted price. We adapted parts of her case studies and tests to comply with PMI's project management framework.
- For the current PMP Preparation course, course material was licensed from the Project Management Institute through its Authorized Training Partner (ATP[®]) program.
- For the prior version of the Project Management Examination Preparation course, we licensed an online testing database and provided it to Mason students at a discounted price. Instructors monitored students' performance and progress. The vendor periodically refreshed the courseware, and BPG was able to tailor the offering.
- BPG purchased Vital Learning's 14-volume Supervision Series and the right to use it in our course offerings. The content included an online audio-visual component, instructor guides, student workbooks, exercises, and tests. The material supports all training modes and delivery models.
- We have licensed training materials from our instructors in return for the first right of refusal to teach the course.
- BPG was an early participant in Mason's OCDI course. We developed, piloted, and hosted an asynchronous course on Mason's Blackboard LMS.

Business Performance Group, Inc.

The Proposal (pages 70-77) describes the process, pricing, and infrastructure requirements for BPG's delivery of its training (courses and topics) over a full range of training modes – in-person, online (synchronous or asynchronous), and hybrid.

BPG will also partner with Mason to evaluate and potentially license courseware. We can employ our expertise to assess options based on strategic alignment and economics. BPG has demonstrated this capability with Mason:

- In 2015, Holmes Corporation offered to build hybrid courseware for the PMP market. BPG and five other companies created portions of the material and reviewed the final product. BPG and Mason evaluated the courseware, cost, and contract structure. We decided not to adopt the program because of its high license cost, narrow focus, intellectual property considerations, and Holmes' limited project management marketing and sales support.
- In 2019, BPG assisted Mason in evaluating the impact of PMI's migration from its Registered Education Provider (REP®) program to the new Authorized Training Partner (ATP®) Program. We considered the strategic alignment, pricing, and market placement implications of joining the new program. In the end, we jointly decided to enter the ATP® program and share the first-year licensing cost. BPG and its instructors bore the cost of becoming certified to teach PMI's standard material.

BPG is flexible in its approach to getting products to market if the approach delivers high value at low cost.

- Committee's response: CPE sees this only arising for BPG when specifically requested by a client to have unique form of delivery. CPE will ensure that custom training prices reflect the costs associated with meeting specific client needs regarding delivery modality.
- BPG Response. BPG thinks there is a fundamental misunderstanding that needs to be resolved through a conversation. BPG's response depends upon answers to requested clarifications.
- 2/15/23 BPG Response: Per BPG's video conference meeting with the Mason Selection Committee on February 9, 2023, BPG agrees that when a client specifically requests a unique form of delivery modality, CPE will ensure that custom training prices reflect the costs associated with meeting specific client needs.
- 2/24/23 Committee's response: Noted.

5) Please provide an overview of potential marketing and business development support BPG is prepared to provide to CPE moving forward.

BPG Response:

Over its 19-year history with Mason, BPG has actively supported marketing and business development opportunities (Proposal, pages 52-54). As presented in Question 1, BPG seeks to increase its marketing and sales support role to improve program success. Specific opportunities for expanded

Business Performance Group, Inc.

participation beyond those listed in the Proposal include:

- Active participation in the Advisory Council concept described in the Proposal (page 53).
- Meeting jointly with potential contract training clients in advance of proposal submission to promote Mason.
- "Red-Team" review of Mason project management-related proposals before submission to strengthen the features, functions, and benefits of its proposed solution.
- Consistent participation in the ongoing monitoring of sales success and making recommendations to improve outcomes, reduce cost, or increase effectiveness.
- Working with academic departments, other Mason CPE partners, and third parties to develop new, innovative solutions and build Mason's brand and business volume.

BPG is open to all ideas that will add sales value, is economically consistent with its streamlined overhead model, and is compatible with Mason's principal responsibility for the contract's Marketing and Sales function and BPG's responsibility to support it.

Our commitment to growing Mason's Project Management offering is tangible. In March 2022, BPG brought Actalent to Mason as a PMP preparation customer. Over the past two years, we have developed and delivered ten webinars to market the CPE program. We would be pleased to continue and expand our support under the new contract.

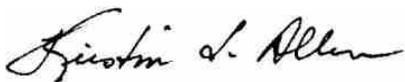
6) We are interested in expanding the extent of student support services. Please discuss a plan to provide additional resources for PMP students, such as coaching or tutoring support.

BPG Response:

Per Mason's email from Sandra Magnani, Subject: RE: Negotiations: RFP GMU-1837-23 – Educational Support Services for Project Management Courses – clarification, dated Wednesday, 12/14/2022 at 8:23 AM, Mason withdrew this question and informed BPG that "pages 60-61 of the proposal are satisfactory." This email is incorporated by reference into BPG's response to Mason.

Thank you for this opportunity to respond to your requirements. If you have further questions or require clarification, please do not hesitate to contact me at the letterhead address, by email at kallen@bp-group.net, or by telephone at (757) 651-9570 (cell).

Regards,



Kristin L. Allen, PE, PMP
President



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

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM 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/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS
RFP# GMU-1837-23

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	COST OF SERVICES	4
XIII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	5
XIV.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	7
XV.	CONTRACT ADMINISTRATION	7
XVI.	PAYMENT TERMS/METHOD OF PAYMENT	8
XVII.	SOLICITATION TERMS AND CONDITIONS	8
XVIII.	RFP SCHEDULE	9
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	10
ATTACHMENT B	SAMPLE CONTRACT	12

- 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, 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:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of services offered and suitability for the intended purposes.	25
2.	Experience and qualifications of Offeror in providing the services including quality of references that are similar in size and scope.	25
3.	Specific plans or methodology to be used to perform the services.	20
4.	Proposed Pricing.	20
5.	Offeror is 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.

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

A. 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 (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



Purchasing Department
4400 University Drive, 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), and
 - B. receive written authorization for shipment from Mason's Director of Export Controls.

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

Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating

authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

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

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

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

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

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

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

GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may

terminate this Contract without prior notice.

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

<https://www.sbsd.virginia.gov/>.

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Business Performance Group, Inc.

Proposal to Provide
Educational Support Services
For
Project Management

in response to

George Mason University
Request for Proposals
GMU-1837-23
October 18, 2022



Business Performance Group, Inc.

1612 Brookland Parkway
Richmond, VA 23227



INFORMATION SUBJECT TO NON-DISCLOSURE

Protected Information	Page No.	Reason
Exhibit A.6-1	72	Actual BPG & Mason Current Contract data used to provide Mason with accurate estimate of prospective Revenue Share under proposed contract.
Exhibit A.6-3	77	Disclosure of Breakeven Enrollment and BPG Cost can be used to project BPG cost to develop Course Training.
Exhibit A.6-4	77	Disclosure of Breakeven Enrollment and BPG Cost can be used to project BPG cost to develop Topical Training.

EXECUTIVE SUMMARY

George Mason University’s (Mason’s) Continuing Professional Education (CPE) program – through its partnership with Business Performance Group, Inc., (BPG) – has provided a market-recognized, standards-based project management training program to both public- and private-sector clients since 2003.

Starting with 50 students per year, Mason and BPG have successfully provided training to thousands of students and more than 40 companies. BPG

assisted Mason in earning and maintaining its certification as a Project Management Institute (PMI)[®] Global Registered Education Provider (REP)^{®1} from 2003 to 2021. During this period, Mason students enjoyed an estimated 97% first-pass success rate on the PMI Project Management Professional (PMP)[®] examination.^{2,3} In 2021, BPG helped Mason transition to PMI’s new Authorized Training Partner (ATP)[®] program. All BPG instructors are certified as PMI ATP Instructors and are qualified to teach the PMI- authorized PMP exam preparation course.

BPG and Mason have delivered ...

- Proven, standards-based curriculum
- More than 5,000 students trained
- A 97% First Pass Rate on PMI Certification Exam
- PMI ATP Partner certification

The Mason/BPG Team provides students with a highly differentiated learning opportunity:

- **Mason is a recognized educational leader in the Virginia, Maryland, and Washington, DC, metropolitan area.** Being a Project Management Institute (PMI) Authorized Training Partner (ATP) sets this program apart from many competitors.
- **BPG developed more than 16 Mason project management and leadership training courses, delivered through two Mason Certificate Programs.** These courses are aligned to PMI and industry-standards for project management, agile project management, and leadership practices. All courses have been peer-reviewed, providing our clients with the confidence that our content is globally recognized, current, accurate, and compliant with PMI’s rigorous standards.⁴ *Prior to the retirement of PMI’s REP program, all courses were approved by PMI.*
- **Our training pedagogy incorporates features that enhance learning and deliver value-added instruction.** Courses employ real-world case studies and hands-on exercises that reinforce concepts taught in class. Material is presented to improve recall of key concepts, practices, and principles. Templates and guides are provided that allow students to implement what they have learned on the job. *These approaches improve our courses’ effectiveness and deliver added value to our students.*

All members of the BPG team are accomplished project managers and have extensive executive-level business experience. The founder of BPG built the commercial division of Advanced Technology, Inc. (ATI), one of Washington’s premier professional services consulting businesses, in the 1980s. ATI was recognized in *INC Magazine’s* top 10 fast-growing companies in the United States in its first five years and was in the top 100 in its 9th business year. Another member was the Director of Project Management at a Washington-based Fortune 50

¹ The following are registered trademarks of the Project Management Institute, PMI[®], PMP[®], PMBOK[®], REP[®], ATP[®], PMI-ACP[®]. All future references to these items recognize them as trademarked property of PMI.

² Based on percentage of students who have exercised GMU’s first-pass guarantee.

³ Registered Education Provider (REP)[®], PMP[®], and PMBOK[®] Guide, 7th ed., are registered certification marks of the Project Management Institute.

⁴ All course material is consistent with the Guide to the Project Management Body of Knowledge (PMBOK)[®] Guide, 7th ed., which is a certified American National Standards Institute ANSI standard.

financial services company overseeing the work of 175-project managers and nearly 500 projects each year. ***This level of personal, practical project management experience uniquely qualifies our Team to relate project management theory in the classroom directly to value-based business practice at all levels within an organization.***

BPG's instructors have over a hundred-years of cumulative experience managing projects, providing corporate training, and post-secondary education. They have managed a broad spectrum of complex projects in multiple market sectors, industries, and business domains. They are actively engaged in the project management community – serving on Chapter boards, contributing to the development of PMI standards, and sharing their experience with local, national, and international PMI Chapters. ***This depth of experience allows them to easily relate to the practical challenges students face in their work environments.***

Instructor experience includes:

- **Federal agencies:** Defense, Treasury, Energy, EPA, Navy, National Labs (Argonne, Oak Ridge), Department of Defense, Missile Defense Agency
- **Government Contractors:** Northrop Grumman, Lockheed Martin, GMRI, PRC, Advanced Technology; Alpha Omega Integration, Serco North America, MatrixOne, Pulsecom
- **Private Sector Firms:** IBM, Fannie Mae, Progress Energy (now Duke Energy), Tennessee Valley Authority, American Express, Pharma, Citibank, LCC Telecommunications, MCI Communications, Lawson Software, Massey Energy, VECTRA Technologies, and many others.
- **International Firms:** BAE Systems, the Royal Institute of Chartered Surveyors.

BPG instructors demonstrate an invaluable depth of experience and knowledge ...

- Diverse industry and domain knowledge
- Extensive practical and instructional experience
- Broad range of professional certifications
- Commitment to the project management community

Our instructors bring a wide range of formal knowledge and certifications to the classroom (i.e., PMP, PMI-ACP, CSP, Myers Briggs, EQ-i 2.0, Workforce Development Professional, Professional Engineer, etc.). These certifications, combined with demonstrated business management success, diverse market-sector experience, and recent project management experience, ***provide additional, independent assurance that our instructors' qualifications and professional performance are recognized by their peers.***

BPG looks forward to extending its 19-year collaborative partnership with Mason. Our ongoing presence, diverse corporate capabilities, knowledge of Mason's programs and the market, and history of delivering high-quality education and training outcomes ***uniquely qualifies BPG to address Mason's need to reconstitute rapidly, scale, and provide 21st century, highly-differentiated continuing education solutions to newly emerging, high-tech market opportunities like Amazon, which is in the process of relocating its headquarters facility to Arlington County.***

NOTE:

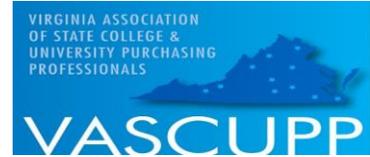
Proposal Organization. The proposal is organized in the order in which the requirements are presented in the Mason RFP Word Document. BPG's acceptance of specific terms and conditions and its response to Mason Requirements are embedded in the RFP text. If a response requires additional elaboration, the reader is referred to an appropriate appendix or attachment. All pages are numbered sequentially to facilitate review. Response references are keyed to the RFP section number. Major sections of proposal may be accessed by clicking on (PDF format) or (CTRL+Left Click, Word Format) on the title in the [Table of Contents](#) and on the hyperlinks embedded in the document. Appendix F (page 179) is a printable matrix that cross references RFP Requirements to Proposal content.

Table of Contents

INFORMATION SUBJECT TO NON-DISCLOSURE	3
EXECUTIVE SUMMARY	5
REPRESENTATION AND CERTIFICATIONS	9
ATTACHMENT A - VENDOR DATA SHEET	21
ATTACHMENT B – SAMPLE CONTRACT	24
APPENDIX A – REQUEST FOR PROPOSAL RESPONSE	37
A.1 General Firm Background and Information (RFP XIII, B.3)	39
A.1.1 Business Planning Services	39
A.1.2 Business Capture Services	40
A.1.3 Project Management Consulting & Training Services	40
A.2 Understanding of The Market	41
A.3 Response to RFP General & Specific Requirements	45
A.3.1 Response to RFP Statement of Needs Requirements (RFP XI)	45
A.4 References and Engagement	59
A.5 Specific Plan (Methodology)	63
A.6 Business Model and Cost of Services	69
A.6.1 Live (Lecture-based), Classroom Mode	70
A.6.2 Live (Synchronous), Online Mode	72
A.6.3 Virtual (Asynchronous), Online Mode	73
APPENDIX B - COURSE DESCRIPTIONS	79
APPENDIX C - TEAM EXPERIENCE AND RESUMES	113
C.1 BPG Team Credentials	115
C.2 Resumes	117
APPENDIX D - LETTERS OF RECOMMENDATION	143
APPENDIX E – COURSE AND INSTRUCTOR EVALUATIONS	151
APPENDIX F – REQUIREMENTS CROSS REFERENCE MATRIX	179



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



**REPRESENTATION AND CERTIFICATIONS
IN RESPONSE TO REQUEST FOR PROPOSALS GMU-1837-23**

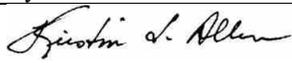
ISSUE DATE: September 16, 2022
TITLE: Educational Support Services for Project Management Courses
PRIMARY PROCUREMENT OFFICER: Sandra Magnani, Senior Buyer, smagnani@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM 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 XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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

Name and Address of Firm:

<u>Legal Name: Business Performance Group, Inc.</u>	<u>Date: October 17, 2022</u>
<u>DBA: Not Applicable</u>	<u>By: Business Performance Group, Inc.</u>
<u>Address: 1612 Brookland Pkwy, Richmond, VA 23227</u>	
<u>FEI/FIN No. 35-2184802</u>	<u>Name: Kristin L. Allen</u>
<u>Fax No. (703) 546-4983</u>	<u>Title: President</u>
<u>Email: kallen@bp-group.net</u>	<u>Telephone No. (757) 463-7937 (O), (757) 651-9570 (C)</u>

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

SWaM Certification Number: 813246

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.



TABLE OF CONTENTS
RFP GMU-1837-23

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	COST OF SERVICES	4
XIII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	5
XIV.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	7
XV.	CONTRACT ADMINISTRATION	7
XVI.	PAYMENT TERMS/METHOD OF PAYMENT	8
XVII.	SOLICITATION TERMS AND CONDITIONS	8
XVIII.	RFP SCHEDULE	9
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	10
ATTACHMENT B	SAMPLE CONTRACT	12

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.

BPG Response: Acknowledged. No response required.

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>

BPG Response: Reviewed.

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.

BPG Response: Acknowledged. BPG will comply.

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.

BPG Response: See redactions in red in this RFP Representations and Certification ([Attachment B -Sample Contract](#), RFP Attachment B, page 24), and referenced Proposal Appendices and Addenda. BPG agrees to the order of contract precedence and that exceptions to contract terms enumerated in A-G, above, are not allowed.

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.

BPG Response: BPG agrees to the terms of the Additional Users provision.

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

BPG Response: BPG is a registered vendor on the eVA portal. Vendor number: E72389. BPG agrees to payment of the Vendor Transaction Fees prior to being awarded a contract.

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/>

BPG Response: BPG agrees to the terms of this provision and shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days.

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.

BPG Response: See completed [Attachment A - Vendor Data Sheet](#) to the RFP Representations and Certifications (See Page 21). BPG will submit all invoices to Mason.

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

BPG Response: Preferred Period of Performance terms are acknowledged. RFP Section III states that the Period of Contract may be negotiated. To be responsive to Mason's RFP requirements, BPG has proposed products and

services – like development of asynchronous online training content and providing marketing support services at no cost to Mason – that will be performed at no direct cost to Mason but are recovered through provision of instructor-led courses, multi-year licensing agreements, and revenue sharing agreements that rely on the generation and delivery of increased enrollment over time. Because of development timeframes and Mason marketing and sales lead times, technical and financial results cannot be delivered in one-year. BPG proposes a 3-year base contract, with two one-year options. Details are provided in [Appendix A.5](#), page 63 and [Appendix A.6](#), page 69.

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.

BPG Response: See BPG’s Understanding of the Market, [Appendix A.2](#), page 41.

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 (Req 1, page 45).* 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. ([Req 2, page 45](#))
- 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 ([Req 2, page 45](#))
 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 ([Req 3, page 44](#)).
 3. Provide student experience within the course to support and encourage transfer and application of course content. ([Req 4, page 48](#))
 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. ([Req 5, page 52](#))
 5. Provide no fee substantive content for use in CPE newsletters/website and other uses to promote program ([Req 6, page 54](#)).
 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 ([Req 7, page 54](#)).
 7. Understand and comply with all University, federal, state compliance, regulations and guidelines related to student recruitment, interactions, data or financial matters. ([Req 8, page 55](#)), and also see representations and warranties in [Attachment B – Sample Contract](#),) George Mason University, and the Continuing and Professional Education unit, requires support from professional training experts to help our students and professional adult learners continue their education after their baccalaureate experiences. ([Req 9, page 55](#))

It is anticipated that one or more offerors will be awarded a contract as a result of this RFP. **Once selected, vendors shall be engaged as needed and shall submit individual scopes of work with estimated hours for each project.**

BPG Response: ([Appendix A.3.1, page 45](#)) provides BPG's detailed responses to the RFP Section XI Statement of Needs requirements, which are identified in the italicized text above. [Appendix A.1](#) (page 39, General Firm Background and Information) and [Appendix A.2](#) (page 41, BPG's Understanding of the Market) provide context to BPG's response. Individual requirements in RFP XI are identified, restated in the [Appendix A.3.1](#), and responses are provided.

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. ([Req 10, page 69](#))

BPG Response: See Business Model and Cost of Services response in [Appendix A.6](#), page 69.

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~~" "RFP GMU-1837-23."⁵ 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.

⁵ GMU RFP GMU-1837-23 Addendum No. 1 refers and is incorporated by reference in this Proposal.

- 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/>

BPG Response: BPG acknowledges these requirements and has incorporated them into the format, content, and transmittal of its proposal.

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 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.

BPG Response: BPG's acknowledges these General Requirements, and its proposal complies with the requirements. Compliance requirements are embedded in the [Representations and Certification Document](#), page 9, as explained in the [Table of Contents](#), page 7. BPG's proposal does not contain Trade secrets or proprietary information and is subject to public disclosure under the Virginia Freedom of Information Act.

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)

BPG Response: See [signed certification page \(page 9\)](#), [Small Business Contracting Plan Attachment A](#), page 21, and [payment preference \(Section XVI, page 19\)](#).

2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.

BPG Response: See [Executive Summary](#), pages 5-6.

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

BPG Response: See General Firm Background and Information, [Appendix A.1](#), page 39-40.

4. References and Engagements:

- a. Provide references demonstrating significant work with US public and international universities. ([Req. 11, page 59](#))
- b. Provide references demonstrating high quality of training offerings. ([Req. 12, page 59](#))
- c. Provide evidence of unique knowledge regarding the professional education market in the DMV (District, Maryland and Virginia). ([Req. 13, page 60](#))
- d. Provide evidence of excellent student services beyond curricular experiences. ([Req. 14, page 60](#))

- e. Describe previous or current partnerships with large public and non-profit universities, particularly in the areas of continuing education. ([Req. 15, page 61](#))

BPG Response: See References and Engagements, [Appendix A.4](#), page 59 and links to specific requirements identified in 4.a-4.5, above.

BPG Response: BPG's proposal complies with these Specific Requirements. Compliance requirements are embedded in the [Representations and Certification Document](#), page 7, as explained in the [Table of Contents](#), page 5. BPG's proposal does not contain Trade secrets or proprietary information and is subject to public disclosure under the Virginia Freedom of Information Act.

5. Specific Plan (Methodology): s ([Req. 16, page 63](#))
- Your approach to providing the services described herein.
 - What, when, and how the services will be performed.

BPG Response: BPG's [Specific Plan \(Methodology\)](#) is presented [Appendix A.5](#), page 63.

6. Proposed Pricing: See XI. Cost of Services.

BPG Response: See [Appendix A.6, Req. 10, Page 69](#)

7. In your proposal response please address the following: ([Req. 18, page 62](#))

BPG Response: BPG's response is provided in subparagraph 7.a – 7.d below. BPG represents that it has surveyed each of its contractors in writing and solicited their response to the above questions. BPG and its subcontractors represent that the answers to the following questions are accurate and complete.

- Are you and/or your subcontractor currently involved in litigation with any party?
- 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.
- Please list all lawsuits that involved your firm or any subcontractor in the last three years.
- In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1. Quality of services offered and suitability for the intended purposes.	25
2. Experience and qualifications of Offeror in providing the services including quality of references that are similar in size and scope.	25
3. Specific plans or methodology to be used to perform the services.	20
4. Proposed Pricing.	20
5. Offeror is small, minority, or woman-owned business.	20
Total Points Available	100

BPG Response: Acknowledged, no response required.

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

BPG Response: Acknowledged, BPG will comply with these requirements.

- 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.

BPG Response: Acknowledged, BPG will comply with these requirements.

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

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

Please state your payment preference in your proposal response. ([Req 17, page 62](#))

BPG Response: BPG acknowledges it will comply with these requirements. BPG selects Option #3. BPG currently is under contract to GMU and receives all payments through Paymode. BPG's Paymode Vendor Membership ID is 620464389.

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/>

BPG Response: Acknowledged, BPG will comply with these requirements.

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, further negotiations may or may not be conducted with the Offeror(s).

BPG Response: BPG will submit a Best and Final Offer, if requested.

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

BPG Response: BPG will comply.

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.

BPG Response: BPG represents and warrants that it is in compliance with the Virginia Conflict of Interest Act; furthermore, BPG represents and warrants no BPG employee is 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 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 contact because of any misunderstanding or lack of information.

BPG Response: BPG will comply with the requirement to inquire about and clarify - in writing and submitted as instructed on page 1 of this solicitation - any solicitation requirements which are not understood. BPG represents that it has satisfied itself, from its own investigation of the conditions to be to be met, that BPG fully understands its obligation and that it will not make any claim for, or have right to cancellation or relief from the terms and conditions of a resultant contract because of any misunderstanding or lack of information.

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

BPG Response: BPG acknowledges this provision. No response required.

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
- Negotiations/BAFO: Start week of 11/14/22
- Award: TBD
- Contract Start Date: TBD

BPG Response: BPG acknowledges this provision. No response required.

ATTACHMENT A - VENDOR DATA SHEET TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Business Performance Group, Inc.

Preparer Name: Kristin L. Allen, President **Date:** 10/17/2022

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

Instructions

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

Section A

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

Certification Number: 813426 Certification Date: 03-25-2020

<p>Business Performance Group, Inc. DBA: Business Performance Group, Inc. Kristin L. Allen 1612 Brookland Pkwy Richmond, VA 23227 Phone: (757) 463-7937 Fax: (703) 546-4983 kallen@bp-group.net www.bp-group.net</p>	<p>Certification Number: 813426 SWaM Certification Type: Small Start Date: 03-25-2020 Micro Start Date: 03-25-2020 SWaM Expiration Date: 03-25-2025 NIGP Code and Description: 92478 Teaching and Instruction Services (Including Elementary and Secondary Education, Higher Education and Adult Education) 91890 Strategic Technology Planning and Consulting Services Pcard: N Business Category: Consulting Services</p>
---	--

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: HC Phoenix Group SBSBD Cert #: Will apply within 90 days
 Contact Name: Bruce Falk SBSBD Certification: _____
 *Registered with Small Business Administration as Small Woman Owned Business
 Contact Phone: (703) 629-8322 Contact Email: hcphoenix@aol.com
 Value % or \$ (Initial Term): 20%
 Contact Address: 3104 Still Pond Court, Herndon, VA 20171
 Description of Work: Project management instruction

Subcontract #2

Company Name: S3 Technologies SBSBD Cert #: Will apply within 90 days
 Contact Name: Susan Parente SBSBD Certification: _____
 *Delaware Corporation. Has applied as applied in DE as a Small Women Owned Business and will apply within 90 days to Virginia DSBSD for reciprocity in Virginia.
 Contact Phone: 703-328-7391 Contact Email: parente@s3-tec.com
 Value % or \$ (Initial Term): 10%
 Contact Address: 11058 Destination Drive, Selbyville, DE 19975
 Description of Work: Project management and agile project management instruction

Subcontract #3

Company Name: Sands Consulting Group SBSBD Cert #: Application Submitted
 Contact Name: Michael Sands SBSBD Certification: Tracking # 821650
 * Currently registered as a Virginia & Veteran's Administration Service Disabled, Veteran-Owned, Small Business and is Certified as 8(a) Small Business with the Small Business Administration
 Contact Phone: 703-339-1113 Contact Email: sandsmes@gmail.com
 Value % or \$ (Initial Term): 20%
 Contact Address: 7856 Seafarer Way, Lorton, VA 22079
 Description of Work: Project management instruction

Subcontract #4

Company Name: Project Management Essentials, LLC SBSBD Cert #: Application Submitted
 Contact Name: Alan Zucker SBSBD Certification: Tracking #825633
 Contact Phone: 703-850-7881 Contact Email: alan@pmessageentials.us
 Value % or \$ (Initial Term): 10%
 Contact Address: 637 N. Illinois Street, Arlington, VA 22205
 Description of Work: Project management and agile project management instruction

Notes:

BPG's scope of services under the Contract is to develop training products and provide instructor training services to support Mason Open Enrollment classes and Contract Training. BPG will manage and provide administrative services for all work, develop and modify training program content, and deliver instruction. BPG will receive payment for direct instruction services, license agreements, and revenue sharing agreements. Subcontracted instructors will be utilized principally to deliver live classroom or synchronous, online instruction in specific subject areas, for which they are qualified, and on a schedule that is mutually agreed between BPG, Mason, and the instructor. All instructors are reimbursed on a fixed daily-rate basis. Because the training schedule and enrollment projections are not known at this time, it is impossible to accurately project contract revenue over the first contract period of performance and how it will be divided between BPG and its subcontractors.



To be responsive to the RFP requirements, BPG has estimated the average percent revenue for each subcontractor based on historical data from a prior year under the following assumptions:

- Nine, 10 course-day cycles of instruction (90 instructor days), per course at the proposed fixed daily rate;⁶
- enrollment of 10 students per class;⁷
- BPG revenue share of \$5,000 per quarter;⁸
- BPG online course license fee revenue of \$25,000 per year, starting in year 2 and continuing.⁹

Actual performance will vary depending on the number of courses scheduled, their duration, and actual enrollment. The projection does not consider Contract Training revenues.

⁶ Assumption: Teaching Schedule is to CY2021, CY2022 current Certificate Program offering, 10 certificate cycle schedule.

⁷ Assumption: historical average course attendance in years prior to COVID was >10 per class.

⁸ Assumption: See [Revenue Share Example](#), page 70. Consistent with prior assumptions.

⁹ Assumption: Based on [proposal estimate](#) (page 75) that 3-day course license revenue will reach breakeven in second year.

ATTACHMENT B – SAMPLE CONTRACT GMU-1837-23

BPG Response: Redactions in **RED** are proposed changes to Sample Contract and are subject to negotiation.

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~~ **Three** years from the Effective Date with ~~four~~ **(4 2)** successive one-year renewal options. (or as negotiated). {Reason for Proposed Change: To be responsive to Mason's requirements, BPG has proposed products and services, like development of asynchronous online training content that will require meeting multi-year enrollment targets in order to recover its costs through license agreements.}
- 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:** {Reason for Proposed Change: Accommodate requested period of performance change in Contract Section III, above} For Contracts whose performance period is one year or less, 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), and
 - B. receive written authorization for shipment from Mason’s Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.
 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** {Reason for Proposed Change: Mirror terms with Contractor} Mason and the Contractor 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 or the Contractor, 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: {Reason for Proposed Change: “Mason Favored Customer pricing and terms and conditions” are not defined.} 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.~~ Contractor reserves the right to negotiate adjustments to its then current pricing to recover additional pass-through costs that may arise through material changes to new Mason requirements or new federal, state, and local laws and taxes that are enacted or imposed upon the Contractor after the effective date of the Contract.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless 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: {Reason for Proposed Change: BPG is utilizing its Intellectual Property in the form of existing courses and training content to build new courses for Mason and is agreeing to build these course at no additional cost to Mason. The intent of the proposed change is enter into an agreement that similar to the relationship between a computer manufacturer (i.e., Dell) and a software provider (i.e., Microsoft): Dell owns the intellectual property rights to the hardware and Microsoft owns the intellectual property rights to software. } 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 specifically created, prepared, or provided by Contractor (or its subcontractors) for Mason under this Contract will not be disclosed to any other person or entity without the written permission of Mason. Specifically excepted from the foregoing are all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature (including software or computer images), or other disclosed intellectual property owned by BPG, which were created prior to or created during this agreement at no cost to Mason or is subject to a licensing agreement between the Parties.

- ~~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.~~

2. Work Made for Hire. Mason represents and warrants that all work performed under this

Agreement is not a work for hire and that all legal ownership or interest in any work or derivative work performed by the Contractor as defined in CC.1. above resides solely in the Contractor. Mason also represents and warrants that Mason shall execute, in a timely manner, all documents that Contractor must provide to a legal authority to perfect its ownership interests. The Contractor shall bear all filing and legal costs to perfect its ownership interests.

3. Contractor hereby grants to Mason a non-exclusive, geographically unrestricted, irrevocable, perpetual, license, with payment terms as mutually agreed between the Parties, to use and modify Contractor's Intellectual Property in its educational course offerings. Licensed material shall be appropriately marked.

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:** {Reason for Proposed Change: Language changed to be consistent with requested change in RFP III.} This Contract may be renewed by Mason for ~~four~~ two (4-2) 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.~~ {Note: This provision conflicts with proposed pricing terms in Proposal Section A.6, page 69} 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 Contract is a multi-year, base-term contract, Contract price(s) in each year subsequent year shall be automatically adjusted upward or downward for inflation but shall not be increased or decreased by more than fifty (50) percent of the percentage increase/decrease of the "~~other goods and services~~ Urban Wage Earners and Clerical Workers" category of the CPI-U-W section of the Consumer Price Index of the United States Bureau of Labor Statistics (Washington-Arlington-Alexandria (DC-VA-MD-WV) region) for the latest twelve months for which statistics are available.
2. If the University elects to exercise any option to renew the Contract for ~~successive an~~ one-year period(s), the Contract price(s) for ~~the each successive~~ additional one year ~~one-year~~

renewal period shall be negotiated between the Parties. Negotiation of price adjustment shall consider Contractor performance and market demand. Price adjustment for the one-year period shall not exceed the ~~lesser~~ greater of: (1) the current Contract price(s) at the time of renewal ~~of the original Contract~~ or (2) the current Contract price adjusted for the rate of inflation as published in ~~increased/decreased by more than the percentage increase/decrease of the~~ “other goods and services the Urban Wage Earners and Clerical Workers” category of the CPI-U-W section of the Consumer Price Index of the United States Bureau of Labor Statistics (Washington-Arlington-Alexandria (DC-VA-MD-WV) region) for the latest twelve months for which statistics are available ~~or 2%~~.

3. ~~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%.~~ {This paragraph appears to be redundant

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

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

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



to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX A – REQUEST FOR PROPOSAL RESPONSE

GENERAL FIRM BACKGROUND AND INFORMATION
UNDERSTANDING OF REQUIREMENTS
RESPONSE TO GENERAL AND SPECIFIC REQUIREMENTS
REFERENCES AND ENGAGEMENTS
SPECIFIC PLAN (METHODOLOGY)
PROPOSED PRICING
OTHER REPRESENTATIONS AND CERTIFICATIONS

A.1 General Firm Background and Information (RFP XIII, B.3)

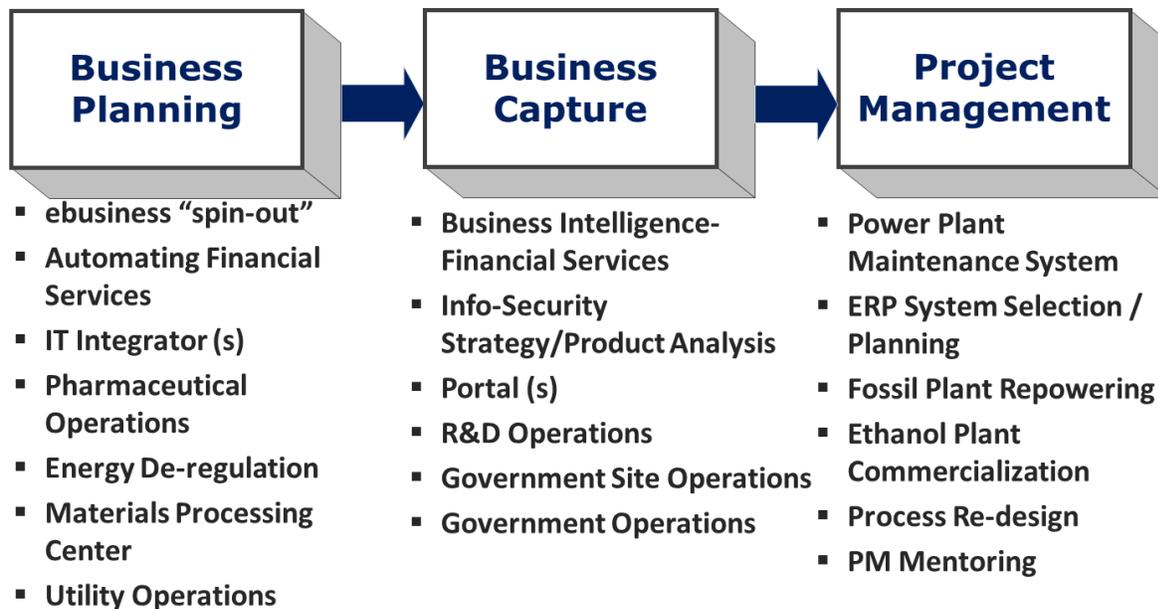
This section provides a brief overview of Business Performance Group, Inc.'s, (BPG's) organizational capabilities.

BPG was incorporated as a Virginia S-Corporation in 2002 by four industry executives with marketing and sales and profit and loss responsibility in both large publicly-held and privately-held companies in the Washington-Virginia-Maryland metro area: Advanced Technology (now part of Lockheed Martin), SAIC, and Argonne National Laboratory (Washington DC). They brought with them project experience and professional reputations that allowed BPG to provide services in three areas (See Exhibit A.1-1) Subsequent paragraphs briefly describe one project in each service area. [Appendix A.4](#), page 59 provides a specific listing of representative engagements and references.

EXHIBIT A.1-1 – BPG's ORGANIZATIONAL CAPABILITY

BPG provides services in three areas: business planning, business capture, and project management

...



BPG's *business planning* services assist client companies in defining market critical success factors (CSFs) and identifying gaps in their performance relative to the CSFs, their goals, and current business performance. BPG develops action plans to close identified gaps and assists our clients in plan implementation.

BPG's *business capture* services translate strategy into market presence and performance. BPG identifies appropriate business opportunities and funding, introduces clients to prospective customers, and provides proposal management services.

BPG *project management* services include consulting and training. BPG assists clients in developing and implementing successful project plans, as well as turning around troubled projects. Project management training includes both open-enrollment training through universities and contract training, both through universities and directly to clients.

A.1.1 Business Planning Services

For Carolina Power & Light, a \$2+ billion-dollar utility at the time of the engagement, BPG worked with the Executive Vice President for Electrical Generation and his senior management team to develop a five-year, strategic plan that led to: (1) modernization of its business process automation, (2) addition of corporate energy marketing capability, and (3) ultimately the acquisition of Florida Power Corporation to form Progress Energy. In

this engagement, BPG provided the strategic planning process; process facilitation; plan preparation; and market analysis services. ***One outcome of the plan was the acquisition and implementation of an Enterprise Resource Planning (ERP) information system that reduced the utility's annual information technology costs within one year of implementation by \$10M per year and within three years allowed CP&L to seamlessly acquire and integrate Florida Power Corporation to form Progress Energy and increase revenues from \$2B to \$4B per year.***

A.1.2 Business Capture Services

For Battelle Memorial Institute (BMI), BPG worked with BMI senior management to develop a "Push" marketing strategy that matched BMI Information Security products and services to market sector niches and then assisted BMI in marketing these products/ services to identified, potential clients. As a result, Battelle developed a successful, focused marketing strategy.

A.1.3 Project Management Consulting & Training Services

For Tennessee Valley Authority, BPG developed a \$108M comprehensive project plan for TVA's Paradise Fossil Plant to refurbish 20 plant systems, over 18 months, with minimal plant outage time. Working for TVA's Chief Operating Officer and Site Vice President, BPG provided staff, tools, and techniques to monitor and control project execution. This project was completed on time, under budget (\$103M) and resulted in the recovery of more than 200 Megawatts of design thermal capacity, worth more than \$40M per year in revenue.

Over the past seventeen years, BPG has provided open enrollment project management training through three universities (George Mason University (Open Enrollment and Contract Training), Old Dominion University (Open Enrollment Training), and University of California (Irvine) (Contract Training) and contract project management training services through both GMU and directly to clients.

Prior to starting BPG, Mr. Kris Allen, President, managed the commercial operations of Advanced Technology, Inc., where he analyzed, designed, developed, and implemented performance-based training programs and related services for 15 commercial / public-sector energy companies. For one client – Baltimore Gas and Electric BGE (now Constellation Energy) – Mr. Allen managed the project to re-write Calvert Cliffs Nuclear Plant's 80 technical system descriptions; recast all licensed, non-licensed, and technical discipline training programs in a performance-based format; and train all station personnel in these subjects. The State University of New York accredited these programs.

BPG estimates that it has directly or through partners like Mason trained more than 5,000 project management students using PMI's PMBOK® Guide standard. Student first-pass success rate on the PMI PMP® examination is estimated to be 97%, based on student self-reported data. Contract training has been provided to domestic and international clients. Representative clients include, among others, CSC Corporation, MC Dean, Energy Solutions, BAE Systems, and the Royal Institute of Chartered Surveyors.

A.2 Understanding of The Market

Market Situation. In a 2016 Wall Street Journal article,¹⁰ an American Association of Colleges and Universities (AAC&U) survey of business owners found that *nine out of 10 employers judge recent college graduates as poorly prepared for the work force in such areas as critical thinking, communication, and problem solving.*

“Employers are saying I don’t care about all the knowledge you learned because it is going to be out of date two minutes after you graduate . . . I care about whether you can continue to learn over time and solve complex problems,’ said Debra Humphreys, vice president for policy and public engagement at AAC&U, which represents more than 1,300 schools.”

This trend is further exacerbated by the rapid pace of technology change in the workplace (viz., “what needs to be known” to remain competitive) *and how to cost-effectively train a more culturally diverse and geographically dispersed workforce* (viz., how “what needs to be known” is consumed by those who need to be trained).

As a result, companies like, Lockheed Martin, Home Depot, Amazon, and others are racing to offer new skills training for their employees. *Amazon has announced that they will be locating their headquarters facility to Arlington County, invest \$2B dollars, and will add up to 25,000 new high-tech jobs. This represents a major opportunity for the Mason Team to expand its Open Enrollment and Contract Training offerings.*

Over the past 20 years, certificate and credentialing programs have grown to fill the learning gap between the traditional two-year or four-year degree and industry demand for “upskilling” and “re-skilling training” is highly demanded. Companies in the United States have access to more than 738,000 secondary and post-secondary degrees, certificates, badges and other certifications, according to a 2019 report from Credential Engine, a nonprofit that catalogues a comprehensive registry of training options and their outcomes. More than half of all credentials are offered by educational institutions; the other half – like digital badges and online course certificates – are offered by non-academic organizations.¹¹ *There are few standards and little transparency to help workers and employers navigate this market.*

Since 2003, [Business Performance Group, Inc., \(BPG\)](#) has partnered with George Mason University (Mason) in navigating the growing Project Management certification and credential market to build a Mason brand that differentiates Mason from other education institutions and third-party credentialing organizations. BPG currently provides Training Support Services through our contract with Mason (GMU-761-12 (as amended) and referred to in this proposal as the “Current Mason Contract.” BPG Service Areas are described [here](#).

In 2003, BPG introduced project management training at Mason. Mason and BPG chose to align Mason’s courses with the Project Management Institute’s (PMI’s)¹² Project Management Professional (PMP)[®] credential requirements. This credential was chosen because PMI had been in the project management credential business for 34 years. Its standards-based credentials are internationally recognized, supported by periodic project management role-delineation studies, and transferable between methodologies, other standards, and other industries. The standards provide valid and reliable means to assess project manager competence. Today, PMI serves more than 2.9 million professionals including over 500,000 members in 208 countries and territories around the world, with 300 chapters and 10,000 volunteers serving local members in over 80 countries. The PMP[®] credential is a globally recognized credential, with approximately one million credential holders worldwide. Since its inception, PMI has introduced seven additional credentials, which are aligned to the PMP and are stackable. *The combination of Mason’s accredited program offerings and its alignment with PMI’s certification and credential programs allow Mason to build upon its current course structure, differentiate its value chain in a rapidly changing market that lacks transparency, and reduce the cost to the student because of the stackable nature of the credential.*

¹⁰ Belkin, D., “Test Finds College Graduates Lack Skills for White-Collar Jobs,” Wall Street Journal, January 16, 2015

¹¹ Weber, L., “Employers Want to Train Workers but are Swimming in Options,” Wall Street Journal, January 7, 2020

¹² Project Management Institute (PMI)[®], Project Management Professional (PMP)[®], and *A Guide to the Project Management Body of Knowledge (PMBOK[®] Guide) – Sixth Edition (2017)* are registered marks of the Project Management Institute, Inc.

Since 2003, the Mason brand has trained thousands of students. During the intervening 19 years:

- *We expanded the number of course offerings from five to 16 courses, which are modular in nature, can be combined or tailored to a variety of client training needs, and can be offered both in an Open Enrollment and Contract Training environments. See [Appendix B](#), page 79 for current course offerings.*
- *We have collaborated to develop the Mason's Project Management Certificate Program, a brand that is recognized throughout the Washington-Maryland-DC region.*
- *From 2009 to 2021, BPG leveraged its PMI Registered Education Provider (REP)[®] status and BPG's project management courses to assist Mason qualify as a Global REP, a PMI designation which recognized both the reach of Mason's project management program and its offering of associated college-accredited degree programs. In this process, all BPG's project management courses were peer reviewed and approved by PMI for award of Professional Development Units (PDU) credit that is required to apply for a PMI Project Management Professional certification or re-certification.*
- *In 2021, PMI replaced its REP program with the PMI Authorized Training Partner (ATP)[®] program. BPG assisted Mason in successfully becoming an ATP. Currently all BPG instructors have been certified by PMI to teach this proprietary PMP examination preparation course – a strong differentiator in a crowded education / credential market.*
- *As collaborative partners, Mason and BPG formed an Advisory Council, consisting of business executives from various industries and backgrounds. This Council was active until 2016 and was used as a sounding board to identify business trends and reach new markets. During this time, BPG developed new courses – at its own cost – that were complementary to Mason's core project management program, were demanded by the market, and were offered as a Mason Enterprise Leadership Certificate Series. New courses that were developed and introduced by Mason based on Advisory Council input included: Business Strategy and Planning; Advanced Risk Management using @Risk; Finance for Non-Financial Managers; Project Management Framework Integration with MS Project; Applied Earned Value Analysis; Solving Complex Problems; Emotional Intelligence for Leaders; and Leading Matrix Managed Teams. BPG proposes that Mason re-establish the Advisory Council and use it to assist in analyzing market training needs; designing curriculum maps and course content outlines; and identifying and qualifying marketing and sales opportunities.*
- *In 2016, BPG staff successfully completed Mason's Open Online Course Development Institute (OCDI) training. BPG developed a prototypical syllabus and demonstration module for conduct of online project management training through Mason's Blackboard Learning Management System. However, changes within the Mason organization and the nature of the contract between Mason and BPG were such that we were unable to consummate an agreement to move the training courses online. During the 2020 COVID pandemic, this training allowed BPG to quickly move Mason's project management training online and continue training during the shutdown of classroom instruction for the past two-years.*
- *Since 2003, the nature of project management has changed, and BPG has changed with it. PMI is moving from a traditional project life-cycle management approach to an agile / adaptive one. BPG recently developed and is currently offering through the Current Mason Contract two new courses that emphasize the use of these new agile/ adaptive approaches in the information technology and process-driven markets, where a need exists to rapidly adapt to change. Both courses – one an introductory course and the second an examination preparation course – are based on the PMI Agile Certified Practitioner (PMI-ACP)[®] credential. Like the PMP credential, a role-delineated model underlies the ACP certification, ensuring that the training and assessment are aligned to what is required in the market. These two courses differentiate Mason's project management course offerings and will be particularly valuable to high-tech companies, like Amazon, who is local, rapidly hiring, and actively training their workforce through continuing education programs like Mason's.*
- *BPG Team Members provide ongoing support of Mason Marketing and Sales initiatives. All Instructors are PMI members and promote Mason through the PMI Washington, DC, (PMIWDC) and Central Virginia Chapter (PMICV) meetings. Instructors have made technical presentations at technical conferences; participated in open houses at Mason; lectured at PMI Lunch and Learn events; and assisted Mason in*

promoting Mason programs at Washington Metro Area conferences. A former instructor served on the board of PMIWDC, the largest PMI chapter in the world. Other instructors have served on a variety of professional organization boards, including Association for Talent Development, Women in Technology, the National Speakers Association, and others. A current instructor publishes monthly articles on project management,¹³ is regularly interviewed for podcasts and by the industry press. Former instructors have published books on the subjects they teach.^{14,15} All BPG Team members have participated in providing input to major proposals and supporting Mason in proposal presentations to prospective Mason clients. ***BPG has been and will continue to be an active partner in building the Mason brand and winning new business.***

- ***BPG continues to add Instructors who bring credentials and certifications in areas which are complementary to and relevant in the practice of project management.*** The credentials include:
 - Project Management Professional (PMP)[®];
 - Professional Engineer (Virginia);
 - Agile Certified Professional (PMI-ACP)[®];
 - Certified Scrum Master[®];
 - Certified Scrum Professional (CSM)[®];
 - Advanced Certified Scrum Master(A-SCM)[®];
 - Scaled Agilist[®];
 - Scaled Agile Program Consultant (SPC)[®];
 - Certified Leadership Coach (CLC)[®];
 - Professional Certified Coach (PCC)[®];
 - EQ-i[®] Emotional Quotient Inventory Certification;
 - CompTIA Security+ Certification;
 - Microsoft Certified Systems Engineer;
 - Certifications in Myers Briggs Type Indicator (MBTI), DISC, The Attentional and Interpersonal Style Model (TAIS), Blanchard Situational Leadership Analysis (LBA), Kostenbaum Leadership Model, Systems Thinking Model, Polarity Mapping, Strength Deployment Index (SDI)

These credentials further differentiate Mason’s course offerings.

BPG is uniquely positioned to understand and appreciate the strengths, weaknesses, opportunities, and threats that face Mason in the education and certification / credential market. We have proven that we can analyze, design, develop, and implement project management course offerings that meet market demand. ***Continuation of BPG’s relationship with Mason has unique advantages: (1) there is no new vendor learning curve – BPG is ready to perform on day one; (2) training delivery time-to-market is reduced; (2) revenue generation potential in CY 2023 is maximized; and (4) continuity of working relationships ensures new processes, programs, and initiatives will be implemented faster, cheaper, and better.***

¹³ Zucker, Alan. “Project Management Blogs.” Project Management Essentials, 2 Oct. 2022, <https://pmessentials.us/blog/>.

¹⁴ Schwartz, S., Creating a Greater Whole – A Project Manager’s Guide to Becoming a Leader, © 2018 Taylor and Francis Group, CRC Press, Boca Raton, FL

¹⁵ Finn, S., Editor, The Complete Guide to Nonprofit Management, 1st Edition, Copyright © 1994, Smith, Bucklin, and Associates, John Wiley & Sons, Inc., New York, NY

A.3 Response to RFP General & Specific Requirements

[Appendix A.2](#) describes the education and training market’s evolution over the past 19 years and Mason’s / BPG’s participation in it. *Evaluators should first read [Appendix A.2](#) to provide context to the information presented in this Appendix. [Appendix A.3](#) identifies specific Mason Requirements, in the order in which they appear in the RFP, and BPG’s response to them.*

BPG’s Response to Mason Requirements assumes that the division of responsibilities between Mason and BPG, as delineated in [Appendix A.5](#), page 63, (Specific Plan (Methodology)) and [Appendix A.6](#), page 69, (Business Model and Cost of Services) are adopted. References to BPG’s “Current Mason Contract” refers to Mason Contract number GMU-761-12, as Amended, (Modification #1).

A.3.1 Response to RFP Statement of Needs Requirements (RFP XI)

Requirement (Req 1, RFP XI, page 13): *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.*

BPG Response: *The evaluator is referred to [Appendix A.2](#), which provides a detailed history of BPG’s 19-year collaborative relationship with Mason. BPG has been continuously providing to Mason – a 4-year accredited University – project management training subject matter expertise for the last 19 years in 16 project management subject areas. The evaluator is referred to BPG’s existing contract with Mason, GMU 761-12, as Amended, (Modification #1) (herein referred to as “Current Mason Contract”) for a complete description of BPG’s scope of work over the past ten years. **Our delivery of project management training through Mason for 19 years, proven curricula / courses (See [Appendix B](#)), and seasoned instructional staff (see [Appendix C](#)) meet this requirement.***

*Other University engagements where BPG has provided services similar to those we have provided through Mason include: Old Dominion University and University of California (Irvine). The ODU and UC (Irvine) engagements were early in BPG’s history. **Mason was found to be a more compatible, collaborative partner and BPG decided to build its relationship with Mason and the Mason brand, rather than spread resources across multiple, large clients. Details of the Old Dominion and UC (Irvine) engagements follow.***

From 2005 to 2009, BPG provided open enrollment training through Old Dominion University. The ODU engagement prepared students to sit for and successfully pass the PMI PMP examination. The ODU point-of-contact, at that time, was Ms. Clair Dorsey, (757) 683-5793.

From 2005 to 2007, BPG provided Contract Training Services to UC (Irvine). The scope of services was to deliver the capstone Project Management course to students enrolled in the Newport News Shipbuilding Executive MBA program. This course was a graduate-level, for-credit course that was conducted over six weeks and was compliant with PMI’s project management framework. It required the student to complete a case-study project and sit for and successfully pass a final, graded examination. The UC (Irvine) point-of-contact, at that time was Ms. Peggy Jenkins, (949) 824-8983. The Newport News Shipbuilding point-of-contact was Mr. Steve Waddell, (757) 638-3238.

In all engagements, BPG’s business objective is and always has been to maximize sales of PMI-recognized certifications and credentials, with a focus on PMI’s most in-demand credentials: the Project Management Professional (PMP) credential, the Certified Associate in Project Management (CAPM)[®] credential, and the Agile Certified Professional (ACP)[®] credential. The importance of, market for, and growth of these credentials is presented in [Appendix A.2](#), page 41 (Understanding of the Market).

Requirement (Req 2, RFP XI.B.1, page 13): *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 addressing the current version of the Project Management Institute (PMI) Body of Knowledge.

BPG Response: [Appendix A.2](#), page 41, (Understanding of the Market) provides a detailed history of BPG’s 19-year collaborative relationship with Mason in meeting this requirement and is not repeated here. The following text expands upon information in Appendix A.2 and specifically addresses BPG’s process it proposes to use to identify, design, and develop new curriculum and course content that is matched to market need.

Over its history with Mason, BPG has acquired or developed – at no direct cost to Mason – more than 16 modular, PMI-compliant project management courses of instruction that have been the basis of Mason’s open enrollment certificate programs and contract training programs for the past 19 years. Current training courses can be found [here](#). BPG assumes that the existing courses and their related certificate programs will continue to be used. *Selection of BPG guarantees program continuity and immediate revenue generation.*

For new course development, BPG will use the standards-based, Instructional System Design (ISD) method and will rely on PMI’s most-current triennial project management role delineation study¹⁶ and its related [Examination Content Outline](#) to assure that its curricula and underlying courses’ learning objectives, content, tests, and learning outcomes are traceable to PMI’s current standards. Using this method, both old and new courses can be easily augmented with case studies and formal tests and matched to Mason academic department offerings, which must comply with SACS accreditation requirements. This would provide the opportunity for students to become “Mason Lifetime Learners” by taking a CPE course that incentivizes them to continue their education in a Mason academic degree program.

New Course Design and Development. BPG proposes that Mason and BPG work together, as we have in the past, to identify course subject areas which have market-driven demand and for which a noncredit certificate program or other training program can be offered through the Continuing and Professional Education Department. **BPG proposes the following roles and responsibilities in this process:**

- Mason is solely responsible for approving all project management programs and related curriculum, including original text materials and other tangible expressions of the intellectual content of the project management programs.
- BPG is responsible for development or acquisition of course materials, at no cost to Mason.
- Ownership of the course content, curriculum, and materials is proprietary to BPG.
- BPG is responsible for obtaining all copyright and necessary licenses and clearances for all materials in the classroom at no cost to Mason.
- BPG provides a license to Mason to use its intellectual property.

BPG proposes that any resultant contract explicitly include content delivered in all modes of instruction: lecture-based content, online content, and other forms of content, as dictated by the market and mutually agreed between the parties.

Requirement (Req 3, RFP XI.B.2, page 13): *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.*

¹⁶ PMI role delineation studies identify job-specific project management skills, knowledge, abilities, tools, and techniques that are applied to project management tasks to enhance the chance of project success over many projects in delivering expected business value and results.

BPG will continue to use the instructional staff who have been providing PMI-compliant, lecture-based and online instruction to Mason over the past five years. Staff training experience, education, and certifications are summarized below. All staff are PMI PMP® credential holders, have been approved by PMI as ATP-certified Trainers, and have been vetted and approved by Mason as Affiliate Faculty. Each has access to Mason e-mail accounts, Zoom accounts, and complies with ongoing Mason instructor training requirements. **Resumes for each instructor – including PMP credential information – can be found in [Appendix C](#), page 113 (Resumes).** **BPG’s instructional staff meets all requirements and is prepared to teach immediately upon contract award. This will significantly reduce Mason’s time to market and increase revenue generation in the near term.**

Team Member	Training Experience	Education / Certifications
Kris Allen, PMP	USNA, GMU, ODU, UC (Irvine), Constellation Enterprises, numerous contracts with private corporations	B.S. (Nuclear Engineering), M.S. (Physics) Professional Engineer, Dimensional Mgmt. Training, Strategic Thinking Training, Qualified in Submarines (US Navy), Engineer Officer Qualified (US Navy), MASON OCDI Certified Instructor
Bruce Falk, PMP	GMU, ESI, National Highway Institute (Instructor of Excellence Award 2008 and 2009), Facilitated, developed and consolidated project management processes for federal government clients.	B.A. (History), over 10,000 hours business professional education and development PMP®, Myers Briggs Type Indicator (MBTI), DISC, The Attentional and Interpersonal Style Model (TAIS), Blanchard Situational Leadership Analysis (LBA), Kostenbaum Leadership Model, Systems Thinking Model, Polarity Mapping, Strength Deployment Index (SDI)
Michael Sands, PMP	GMU, NVCC, Office of Personnel Management, USDA Graduate School USA	B.A. (Psychology), M.A. (Org. Management), PMP®, Certified Leadership Coach
Susan Parente, PMP	GMU, UVA, Montclair State, Post University, PMO Advisory, IIL, Off Peak Training	BS (Mechanical Engineering) BS (Mechanical Engineering), PMP®, PMI-ACP®, PMI-Risk Management Professional, Certified Information System Security Professional, Certified Information System Security Professional Certified Scrum Professional, Scrum Product Owner Certified (SPOC™), RESILIA® Foundation (Cyber Resilience, ITIL Foundations
Alan Zucker, PMP	GMU, UGA, NIH, Grad School USA, NVCC, Velociteach, Korn Ferry, Lithespeed	BA (Economics), MA (Economics), PMP®, PMI-ACP®, Masters Certificate Project Management (GWU), Certified Scrum Professional, DA Senior Scrum Master, DA Coach, Scaled Agile Program Consultant, ITIL Foundations

Instructor identification, vetting, and management. *New instructors will be identified principally through professional networks, personal referral, and participation in PMI (Central Virginia) and PMI (Washington DC) Membership Chapter meetings.* New instructors – prior to being placed into the instructional rotation – are subject to the following qualification policy / process:

Only PMP® certified instructors who are PMI ATP-certified can teach the Project Management Professional® Examination Preparation Course. Other courses may or may not be taught by a PMP® credentialed instructor, depending upon the nature of the course and Mason approval. At present, all BPG instructors are at a minimum PMP® credentialed. **Instructor training experience, credentials, and detailed resumes are provided in [Appendix C.1](#), page 113, (Team Credentials).**

- All instructors are interviewed by BPG management.
- For courses that are taught through post-secondary education institutions of higher learning, such as Mason,

and subject to the institution's policies, instructors that pass BPG's controls are scheduled for an interview with Mason's Continuing and Professional Education faculty and staff. This interview includes a 15- to 30-minute presentation on a subject of the candidate's choice as well as questioning by a panel consisting of Mason faculty and staff.

- New instructors are required to audit at least one-day of any course which they are assigned to teach but have not previously taught.
- A BPG Partner or a Mason staff member, as mutually agreed between BPG and Mason, audits at least the first live course taught by a new instructor.
- Individual student end-of-course "Instructor and Course Evaluations" are solicited from students by Mason for each course, reviewed by Mason staff, and on a case-by-case basis are provided to both BPG Management and the Instructor for feedback and action. The BPG President reviews all Instructor evaluations which are provided to him by Mason and discusses with the individual instructor overall instructor scores of less than 4.5 with individual instructors.
- The subject of overall course and instructor performance is a standing agenda item during client Contract Reviews.

Continuing Instructor Development. All instructors teaching Mason Course PMP0401 (Preparation for the Project Management Professional (PMP)[®] Examination) are currently credentialed PMPs.[®] *To maintain their credential, they must complete 60 PDUs of project management education / activities every 3 years. In some cases, instructors hold other credentials or licenses, such as a professional engineering license or certifications by other certification bodies.* They must complete continuing education to maintain these licenses.

Continuing Instructional Competency. *All instructors must comply with Mason's faculty requirements.* This includes end-of-course student evaluations, periodic audit by GMU Mason, and periodic audit by BPG management. Weaknesses identified through student evaluations or staff audits are discussed with instructors. Instructors, who do not meet standards, are removed from the classroom.

With respect to ongoing instructional education, qualified instructors, in good standing, are encouraged to take advantage of online courses that address learning theory and instructional technology. Coursera's course, Learning to Learn (<https://www.coursera.org/learn/learning-how-to-learn>) is recommended. The following reading list is provided to instructors:

- Rose, C., Accelerated Learning, © 2005, Collin Rose, Gosport, Hampshire, Great Britain.
- Rose, C., Nicholl, M., Accelerated Learning for the 21st Century, ©1997, Collin Rose and Malcom Nicholl, Dell Publishing, New York, NY 10036.
- Bozarth, J., Better Than Bullet Points, 2ed, © 2013, John Wiley & Sons, San Francisco, CA 94104.

Requirement (Req 4, RFP XI.B.3, page 13) *Provide student experience within the course to support and encourage transfer and application of course content.*

BPG Response:

BPG's approach to training engages the student through multiple channels and over the entire learning life-cycle. Key aspects of our engagement model include:

- *Conformance to an industry-standard, performance-based curriculum development model* that demonstrates traceability from PMI's project management role-delineation model and its associated Examination Content Outline to a modular curriculum design that employs terminal and enabling learning objectives, course content, exercises / case studies, and tests.
- *Use of accelerated learning principles in the classroom* that engage students through content presentation that accommodates different student learning styles and uses memorization techniques to enhance recall.

- **Providing students with incentives to succeed**, including micro-credentialing, stackable credentials, and first-pass guarantees if the student meets criteria that are tied to successfully applying for and passing the PMI PMP® credential examination.
- **Providing, student advising, engagement, and coaching support** improves student’s probability of success on professional certifications examinations and on-the-job.

Each of these aspects of BPG’s engagement model are described below.

Conformance to an Industry-Standard, Performance-Based Curriculum Development Model. *BPG’s overall course design and development process follows the well-established ADDIE performance-based training development methodology.* ADDIE (viz., Analysis, Design, Development, Implementation, and Evaluation) is a systems-based approach to training program development developed by the Department of Defense in the 1970s and is documented in the 2018 Department of the Army Training Command document [TRADOC Pamphlet 350-70-7](#) (see <https://bit.ly/36MBxVa>). An overview of the ADDIE model can be found on [here](#).

For online course content, the BPG course development process is adapted from Lynch, M.M. and Roecker, J., Project Managing E-Learning, © 2007 Maggie McVay Lynch and John Roecker, Routledge Publishers, New York, NY, (see <https://amzn.to/2tVSRdf> for an overview), which is compliant with both the ADDIE model and the PMI PMBOK *Guide*.

The ADDIE model produces the artifacts listed in Exhibit A.3-1. Some or all these artifacts are produced by BPG in its application of the model, as required by the nature of the specific engagement and by the client. At a minimum, Learning Objectives and their traceability to course content are developed.

EXHIBIT A.3-1 Training Program Project – Sample Project Template

WBS	1	2	3	4	5
Phase / Task	Analyze	Design	Develop	Implement	Control
1	Job Analysis	Curriculum Model	Student Materials	Pilot Test	Instructor Evaluation
2	Task Analysis	Learning Objectives	Instructor Materials	Full Implementation	Course Evaluation
3	Task Selection	Tests	Exercises / Labs		Curriculum Evaluation
4	Learning Analysis	Textbook Selection	Job Performance Measures		
5		Job Performance Measures			
6		Course Syllabi			
Schedule:					
Resources:					
ODCs:					

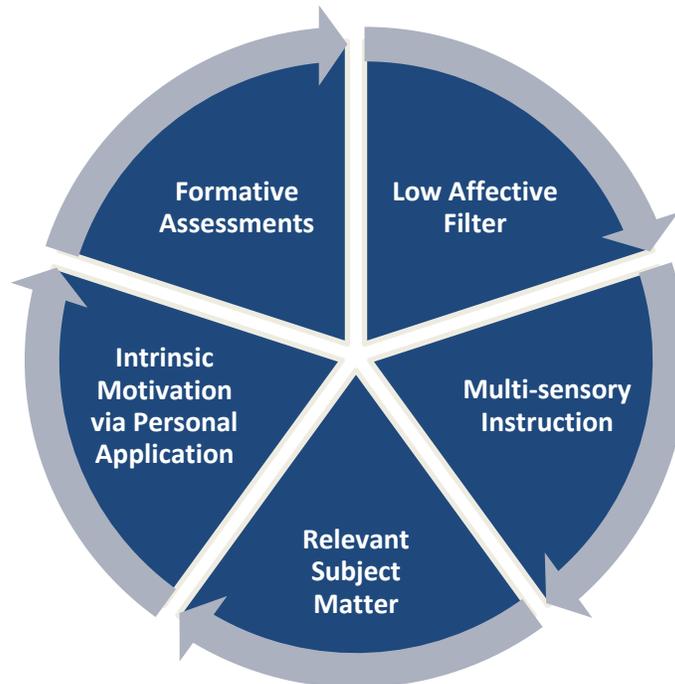
Benefits of this design and development approach are:

- **Best practice.** The course development process has been proven over the past 50 years and across diverse industries and is used extensively within the federal government.
- **PMI Compliant.** The course development process is aligned to PMI Project Management best practices and PMI’s triennial Project Manager Role Delineation Model that identifies tasks and specific skills, knowledge, and abilities that must be demonstrated by a competent Project Manager.

- **Customer Focused.** The course development process shows the traceability of job requirements (determined via job and task analysis or role-delineation studies, such as those used by PMI in their credential programs) to: (1) learning objectives, (2) appropriate learning modes (actual performance under instruction, simulation, observation / evaluation, face-to-face instruction, online, et cetera), and (3) evaluation instruments.
- **Logical, Efficient, and Effective.** Learning analysis maps learning objectives and their pre-requisites into a curriculum framework, which is divided into programs, courses, and units of instruction.
- **Minimizes Investment.** The curriculum map is used to identify existing content that can be used, content that can be acquired from a third-party, or must be developed. These decisions drive investment and development schedule.

After the nuclear incident at Three-Mile Island nuclear plant, the ADDIE model was employed by BPG principals to develop non-licensed / licensed operators, technical, engineering, and management performance-based training programs valued at over \$25M for five commercial nuclear utilities and the Department of Energy. At Detroit Edison's Fermi plant, training program development included the analysis, design, and development of a relational database system to manage all training. All five commercial training programs were accredited by the Institute of Nuclear Power Operations (INPO). One program (Baltimore Gas & Electric) received academic accreditation by the State University of New York.

Use of Accelerated Learning Principles in the Classroom. *Our teaching approach recognizes that adult learning styles vary from person to person. To maximize learning, BPG uses techniques developed by Colin Rose and captured in his book Accelerated Learning. These principles are further expanded upon by Rose and Nicholl in Accelerated Learning for the 21st Century. The principles we use to maximize learning include:*



- **Creating a low-stress environment** – one where it is safe to make mistakes, yet expectation of success is high.
- **Ensuring the subject is relevant** – a student desires to learn when he or she sees the point of it.
- **Ensuring that learning is emotionally positive** – working with others, supplying humor and encouragement, taking regular breaks, and enthusiastically championing each student's engagement and individual success.

- **Consciously involving all the senses** – visual, auditory, and kinesthetic – as well as left brain and right brain thinking.
- **Challenging the student to think through and explore what is being learned**, from different perspectives, and to make personal sense of it.
- **Consolidating what is learned** – by reviewing in quiet periods of relaxed alertness.

In practice, these principles are implemented in the classroom through six pedagogical principles, which Rose et al refer to as **MASTER**:

Motivating the Mind – BPG instructors are accomplished business leaders and project managers. They identify with students at a personal and business level. In the classroom, they connect with students through shared business experience and use stories to engage the student and explain why the information that is to be presented is relevant to them.

Acquiring Information – Classroom information is presented in multiple formats that are appropriate to different learning styles: visual, auditory, and kinesthetic. For example, the same concept might be presented in lecture, illustrated graphically, captured in a written form, presented through a video clip, and illustrated in the form of an in-class exercise.

Searching Out Meaning – New concepts are better remembered when they are translated from a conceptual to a practical level and taught through analogy. In our courses, *PMBOK® Guide* processes (inputs, outputs, and associated tools and techniques) are associated with business objects and events that are familiar to our students. PMI “Charters” become client requests for proposal; “Project Scope Statements” become proposals; and the “Project Plan” becomes a contract. This type of analogy provides the student with a concept that they can start to visualize, build upon, and test. It facilitates the next step: recall.

Triggering Memory – By building mental models through analogy, recall comes more easily. For example, if one can relate a “Project Charter” to a commercial or government client Request for Proposal, it follows that the Charter will contain a purpose, high level description of the work (deliverables), a high-level statement of cost and schedule, the standards of deliverable acceptance, et cetera.

Exhibiting What You Know – BPG accomplishes this through various methods. First, we use in-class exercises (some written, some audio visual) that test concepts in writing or through group decision-making. End of section quizzes test definitions. Case studies challenge the student to think through and explore what is being learned, from different perspectives and to make personal sense of it. Formal tests and online exam bank tools simulate the actual PMI® Examination, preparing the student to confidently pass the actual test.

Reflecting on What You Have Learned – BPG provides the student with guidance on how to prepare for the PMP® Examination and provides them with access to reduced cost tools like PM Final™, an online examination testing system that simulates the PMP® Examination test environment.

As a provider of Project Management training, BPG’s primary goal is equip the student to successfully pass the PMI® PMP® Examination on his or her first attempt. A second goal is to provide each student with the skills, knowledge, and ability to take the PMI concepts and apply them in the workplace. ***BPG’s learning system greatly enhances a student’s ability to absorb and retain large amounts of knowledge in relatively short periods of time.***

Providing Students with Incentives to Succeed. BPG works with Mason to offer certificate programs, credentialing opportunities, and other financial incentives that encourage students to take our courses and successfully obtain the industry-recognized PMI PMP®, CAPM®, and ACP® credentials. These incentives include:

- ***Mason offers a Project Management Certificate Program that requires each student to complete a three-course, 10-day program of study that leads to the award of Mason Project Management Certificate.*** The certificate series prepares them to sit for the PMI examination and certifies that they have applied PM principles, theories, and practices to real-world scenarios that require use of best practice models, methods, and artifacts. Emphasis is placed on value delivery, leadership/management principles ***The student is***

awarded a digital badge that can be displayed on their social media account that recognizes their success.

- ***Students who successfully pass the PMP examination are solicited through LinkedIn to become part of Mason's / BPG's instructors' network of social media contacts.*** Instructors follow students, share professional development information with them, and generally endorse them for skills, knowledges, and ability attainment that underly PMI's project manager role-delineated model. ***Mason course / event announcements are shared through each instructor's individual LinkedIn social network to both former students and other professional contacts.***
- ***Through PMI's "stackable" credential model, BPG is positioned to offer an ACP Certificate Program and an associated Mason Badge.*** BPG's PMP Examination Preparation course is structured so that it can be taken by both CAPM credential applicants and PMP credential applicants. ACP credential applicants, who have been certified by PMI as PMPs, automatically receive credit for the 2,000-hour general project management experience required by PMI. BPG has developed an ACP Exam Preparation Course, similar to the PMP Exam Preparation Course. ***By adding the ACP Exam Preparation Course, existing GMU PMP-credential holders can take one more three-day course and apply to take the ACP exam – an added value at a very reasonable investment.***
- ***Under our current contract with Mason, BPG provides additional academic and technical support to students, as directed by Mason.*** In each class, instructors provide the students with their contact information and provide them free access to call both during and after course completion, to address any questions they may have. Questions generally are course content related, but on occasion require the instructor to interface with Mason or third-party technology providers to resolve technical issues
- ***Instructors engage students through social media, professional organizations, PMI Lunch and Learns, technical webinars, and personal professional relationships*** to reinforce learning and solicit participation in further Mason continuing education. On occasion, ***contract training engagements require the instructor to provide online, videoconference coaching and mentoring support services.*** As an example, BPG was contracted by the Royal Institute of Chartered Surveyors (the British equivalent of the United States National Society of Professional Engineers) to provide both project management classroom training and coaching and mentoring services to senior managers and executives at a division of the International Monetary Fund. ***Continued student engagement personalizes the training, differentiates our offering from others, and – most important – enhances the student's probability of success on a certification examination as well as on-the-job.***

Requirement (Req 5, RFP XI.B.4 page 13) *Provide tangible marketing support such as participating in local PMI chapter events and information sessions, and other promotional outreach activities to generate additional students.*

BPG Response. *Over the past ten years, BPG has been actively engaged – under contract with Mason – to support Mason in its responsibility for the marketing and sale of Mason's Project Management Program. BPG will continue to perform these services at its own expense. Activities we have performed include:*

- Assist in development and implementation of a marketing plan which may include direct mail, print, telemarketing, open house events, media and public relations, and website listings.
- Provide information to the entity in charge of the Continuing and Professional Education website to update new course schedules and offerings.
- Attend open houses to answer questions and otherwise communicate with potential students the benefits of the program.
- Attend local PMI Chapter events.
- Communicate with targeted companies and government entities to provide information to stimulate market demand and attract prospective students.

- Provide information on trends, competition, and other developments in the field of project management to identify new program offerings and improve the marketing of existing programs.
- Provide information to support recommended pricing of programs to be offered.
- Provide information to support a decision to identify additional sites for offering programs.
- Provide requested content submittals to newsletters.
- Provide one-hour, online webinars, at a periodicity mutually agreed between BPG and Mason, that support the marketing and sale of Mason programs.
- Provide input into third-party, Contract Training proposals.

In this context, BPG specifically recommends that Mason consider reinstating two activities that were beneficial to the program but were terminated.

Advisory Council. *As collaborative partners, Mason and BPG formed an Advisory Council, consisting of business executives from various industries and backgrounds. This Council was active until 2016 and was used as a sounding board to identify business trends and reach new markets.* During this time, BPG developed new courses – at its own cost – that were complementary to Mason’s core project management program, were demanded by the market, and were offered as a Mason Enterprise Leadership Certificate Series. New courses that were developed and introduced by Mason based on Advisory Council input included: Business Strategy and Planning; Advanced Risk Management using @Risk; Finance for Non-Financial Managers; Project Management Framework Integration with MS Project; Applied Earned Value Analysis; Solving Complex Problems; Emotional Intelligence for Leaders; and Leading Matrix Managed Teams. Today, most of these courses are principally offered in a Contract Training environment. **BPG proposes that we re-establish the Advisory Council and use it to assist in analyzing market training needs; designing curriculum maps and course content outlines; and identifying and qualifying marketing and sales opportunities.**

Alumni Networking. *Up until GMU’s reorganization of a CPE predecessor, the Office of Continuing Professional Education (OCPE) in the 2016 to 2017 timeframe, Mason hosted PMI Lunch and Learns.* Attendance at these events was extended to both current Mason students and Alumni who were either interested in earning a project management credential or were currently credentialed and were seeking to earn Professional Development Units (PDUs) / Continuing Education Units (CEUs) to satisfying PMI’s and other certification bodies’ requirement to earn credits to maintain the credential. At these events, Mason introduced the Mason Project Management Certificate Program, and BPG presented a 45-minute presentation on a project management topic that qualified a credential holder to receive one PDU toward their re-certification goals. Time was allowed for networking. **BPG proposes that this practice be reinstated in any resultant contract.**

BPG’s instructors are actively engaged in the project management community which provides Mason with valuable exposure. They have presented at meetings and events for the following PMI chapters.

- Washington Metropolitan Area Chapters:
 - Washington, DC
 - Baltimore
 - Silver Spring
 - Montgomery County
 - Southern Maryland
 - Central Virginia (Richmond)
 - West Virginia-Ohio Valley
- Other PMI Chapters:
 - Atlanta
 - Canadian West Coast
 - Central Massachusetts
 - Massachusetts (Boston)
 - Pittsburgh
 - Phoenix
 - Rochester

- San Diego
- Southern Alberta
- Tucson
- Related Project Management Organizations:
 - AgileDC
 - PMI Seminars World
 - University of Maryland Project Management Symposium

Requirement (Req 6, RFP XI.B.5, page 13) *Provide no fee substantive content for use in CPE newsletters/website and other uses to promote program.*

BPG Response. This requirement was addressed in the context of Req_5 above. Relevant portions of the Req_5 Section are repeated here for clarity.

Over the past ten years, BPG has been actively supported Mason. under contract, in its responsibility for the marketing and sale of Mason’s Project Management Program. BPG will continue to perform these services at its own expense. These services include:

- Provide information to the entity in charge of the Continuing and Professional Education website to update new course schedules and offerings.
- Communicate when requested by Mason with targeted companies and government entities to provide information to stimulate market demand and attract prospective students.
- Provide requested content submittals to newsletters.
- Provide one-hour, online webinars, at a periodicity mutually agreed between BPG and Mason, that support the marketing and sale of Mason programs.
- Provide input into third-party, Contract Training proposals.

Over the past two years, BPG instructor have delivered 9 webinars to support the Mason project management program. These webinars have collectively drawn hundreds of participants providing valuable leads for the courses and raising Mason’s standing and visibility as a premier provider:

- Introduction to Disciplined Agile (June 2022)
- Project Management is Changing are You? - What You Can Expect in PMBOK version 7 (April 2022)
- Road Tripp’n the Organizational Change: An Adaptive Approach (March 2021)
- Kanban Essentials (October 2021)
- Successful Projects: What we Know Works (September 2021)
- Pivot! Adjusting to Uncertainty (August 2021)
- Embracing Agile (July 2021)
- Introduction to Agile (April, August 2020)

Requirement (Req 7, RFP XI.B.6, page 13). *Courses must be pre-approved for Professional Development Units (PDUs) or meet the requirements for same and any additional credential entities for project managers.*

BPG Response. (Continue on next page)

- *From 2009 to 2021, BPG leveraged its REP status and BPG’s 16 project management courses to assist Mason in qualifying as a Global REP, a PMI designation which recognized both the reach of Mason’s project management program and its offering of associated college-accredited degree programs. In this process, all BPG’s project management courses were peer reviewed and approved by PMI for award of*

Professional Development Units (PDU) credit that is required to apply for a PMI Project Management Professional certification or re-certification.

- ***In 2021, PMI replaced its REP program with the PMI Authorized Training Partner (ATP)[®] program.*** Mason is registered as an ATP and all BPG instructors are Mason PMI ATP credentialed instructors. As part of this program, Mason and BPG comply with all PMI and Mason institutional [requirements](#) for assigning Professional Development Units (PDUs) and Continuing Education Units (CEUs) to courses we teach. ***PDUs, for courses that are currently being offered through Mason, are listed on the individual course web page. A list of current courses can be found [here](#).***

Requirement (Req 8, RFP XIB.7, page 13). ***Understand and comply with all University, federal, state compliance, regulations and guidelines related to student recruitment, interactions, data, or financial matters.***

- BPG, as a Mason Contractor for the past 10 years, has complied with all University, federal, state compliance, regulations and guidelines related to student recruitment, interactions, data, or financial matters.
- BPG, through its execution of the [Representation and Certifications](#) in Response to Request For Proposals GMU-1837-23, represents and certifies its intent to comply with all University, federal, state compliance, regulations and guidelines related to student recruitment, interactions, data, or financial matters, as specified in [Attachment B, Sample Contract](#), and as negotiated, amended, and signed by both Parties.
- BPG instructors are registered and will successfully complete through the Mason LEAPS portal all assigned mandatory training related to this requirement.

Requirement (Req 9, RFP XIB.7, page 13) ***George Mason University, and the Continuing and Professional Education unit, requires support from professional training experts to help our students and professional adult learners continue their education after their baccalaureate experiences***

BPG Response. ***In addition to Mason Open Enrollment training, BPG has provided – both through Mason and as an independent contractor – extensive third-party Contract Training directly to for-profit and nonprofit organizations.*** These training services provide onsite, high quality, experiential continuing education opportunities for both new graduates as well as experienced professionals. In some cases, the training is tailored to meet a specific organizational need or training objective. Some engagements have encompassed a full-range of technical credential training (Project Management Institute (PMI)[®] Project Management Professional (PMP)[®], Certified Associate in Project Management (CAPM)[®], and Agile Certified Professional (ACP)[®]) and “soft-skills” credential training (EQ-i[®] Emotional Intelligence). ***The content for each Contract Training engagement was drawn from BPG’s modular courses (see [Appendix B](#), page 79, Course Descriptions) and is provided in a variety of formats: as certificate programs, as tailored training courses, and as stand-alone test preparation “boot camps.”***

Because Mason is the interface between many BPG and third-party corporate and nonprofit clients under our existing Mason contract, Mason’s records on engagement scope and BPG performance are held by Mason and are comprehensive (please contact our Mason point-of-contact, Ms. Jacqueline McLaughlin ((703) 993-2121), jmclau17@gmu.edu) for further information. ***Exhibit A.3-2 (next page) is a partial list of BPG’s third-party contract training engagements, representing approximately \$400K in revenue, across a broad range of technical and soft skill subjects.***



Exhibit A.3-2 Partial List of BPG Third-Party Contract Training	Scope*	Date
Actalent	PMP Preparation Course	May 2022
PAE Systems	Earned Value Management	Mar 2019
Axiom Corporation	Negotiation and Conflict Resolution	Jul 2018
Clover Construction	Emotional Intelligence	Jun 2018
Avixa Corporation	Essentials of Project Management	Jun 2018
Kadar Capital Management	PMP Preparation Course	Feb 2018
IMAC	PMP Exam Preparation	Oct 2016
National Association of County and City Health Officials	Managing for the 21st Century	May 2016
Reston Homeowners Association	Essentials of Project Management	Oct 2015
U.S. Department of Commerce	Working with Matrix Managed Teams	Mar 2015
Century Link	PMP Examination Prep	Dec 2014
AstraZeneca	PMP Preparation	Sep 2014
Oak Ridge Atomic Labs	Essentials of Project Management	Jul 2014
Earth Networks	Risk Management	Oct 2013
Earth Networks	Essentials of Project Management	May 2013
Center for Advanced Energy Research	MS Project	Oct 2012
United States Air Force ISSO	MS Project	May 2012
Center for Advanced Energy Research	PMP Preparation	Nov 2011
Volkswagen	Essentials of Project Management	Apr 2011
SOSI	Essentials Course	Feb 2011
BAE Systems	Essentials of Project Management	Jan 2011
MC Dean	PMP Preparation	Jun 2008
MC Dean	Project Estimating	May 2008
MC Dean	Managing Technically Complex High-Risk Projects	May 2008
MC Dean	Essentials of Project Management	Apr 2008
MC Dean	Managing and Leading	Apr 2008
IMC Corporation	Essentials of Project Management	Mar 2008
CSC Corporation	PMP Course	Jan 2008
IMC Corporation	PMP Preparation	Sep 2007
MC Dean	PMP Preparation	Feb 2007
Computer Sciences Corporation	PMP Prep Course	Jan 2007
MC Dean	Negotiations Class	Jan 2007
MC Dean	Managing and Leading	Jan 2007
MC Dean	Essentials of Project Management	Dec 2006
MC Dean	Project Estimating	Dec 2006
IMC Corporation	Essentials of Project Management Course	Aug 2006
Communication Resources, Inc.	Project Estimating	Jul 2006
Communications Resources, Inc.	Inc. PMP Exam Prep Course	Jun 2006
Communications Resources, Inc.	Negotiation and Conflict Resolution	May 2006
Freedom House	Essentials of Project Management	May 2006
Communication Resources, Inc.	Managing and Leading	May 2006
Communications Resources, Inc.	Essentials of Project Management	Mar 2006
Air Marshals Service	Project Management Training	Jul 2005

* See Course Descriptions, [Appendix B](#), page 79, for further details on course content.

BPG's training and consulting services to Energy Solutions, LLC (ES) demonstrates BPG's corporate and instructional staff's ability to engage large, international corporate clients, who: (1) provide sophisticated and complex solutions to customers; (2) require value-added project management training in diverse technical areas, and (3) wish to apply acquired knowledge to transform their business's performance.

ES is an international nuclear services company with operations throughout the United States, Canada, and Japan. It provides a full range of Decommissioning and Decontamination (D&D) services, including the very complex, high-risk return of decommissioned, commercial nuclear power plants to a greenfield condition. In doing so, ES enters into a unique business agreement with the facility owner wherein ES is paid based upon performance that is measured by completing the multi-billion dollar decommissioning within a fixed period of years, at a fixed cost with an incentive fee, and to a standard that is measured by its compliance with Nuclear Regulatory Commission regulations. ES's first contract was to decommission Exelon's (formerly Commonwealth Edison's (ComEd's)) Zion Station Nuclear Plant. In this context, BPG was selected to train over twenty senior managers in the project management principles using the Project Management Institute's framework. BPG's training was used by ES to re-engineer critical business processes in anticipation of their first high-risk, high-reward contract at Zion Station. In the initial engagement, BPG taught the PMP Examination Preparation, Risk Management, and Applied Earned Value courses. In a subsequent engagement, BPG taught the Solving Complex Problems course.

Exhibit A.3-3 is a Letter of Recommendation from John Christian, President of Energy Solutions' Long Term Stewardship subsidiary. A full copy of the letter is contained in [Appendix D](#), page 143 (Letters of Recommendation).

Exhibit A.3-3 EnergySolutions, LLC, Letter of Recommendation

<div style="text-align: center;">  </div> <p>March 20, 2012</p> <p>George Mason University Purchasing Department 4441 George Mason Boulevard 4th Floor, Suite 4200 Fairfax, VA 22030</p> <p>Re: Request for Proposal GMU-761-2, Multiplatform Training Development (1)</p> <p>Dear Sir or Madam -</p> <p>I am pleased to highly recommend Business Performance Group, Inc., (BPG) to George Mason University as a project management training program provider.</p> <p>As President of Energy Solutions' Long-Term Stewardship subsidiary, I took BPG's Project Management Professional® (PMP®) examination preparation course in January, 2011; and successfully passed the examination the first time I sat for it. I quickly realized the potential value of the PMP® designation in competing for federal work and its practical value in managing our company's billion-dollar, technically complex, high-risk nuclear plant decommissioning projects. Because of my in-class experience, I retained BPG to provide exam preparation, risk management, and earned value training to my subsidiary's senior-management and middle-management team. We have implemented the principles we learned to develop a \$18 project plan to decommission the Zion Nuclear plant. This plan was well-received by our client, Exelon, one of the largest commercial nuclear plant licensees in the United States. Based on this success, Energy Solutions is in the process of extending the training to other Energy Solution subsidiaries.</p> <p>Features that distinguished BPG included:</p> <ul style="list-style-type: none"> • For our Oak Ridge and Zion staff, BPG tailored three courses to our needs and taught them to students who were experienced project managers but with no prior formal exposure to the PMI model. • Because BPG is a PMI registered education provider, we were confident that the course met PMI standards. • The instructors not only demonstrated strong subject matter knowledge, but brought to the classroom their practical understanding of business and, in one case, specific technical knowledge of our industry. This allowed them to relate concepts to practical application, which made the training more meaningful. • The instructors worked with students, after the course was complete, to assist them in preparing for the PMI PMP® examination. 	<p>I highly recommend that you engage them to provide your project management training programs.</p> <p>Sincerely,  John Christian President, Long Term Stewardship, LLC Energy Solutions, LLC</p>
---	--

A.4 References and Engagement

Requirement (Req 11, RFP XIII.B.4.a, page 16) *Provide references demonstrating significant work with US public and international universities.*

BPG Response. *From 2003 to present, BPG has provided Open Enrollment and Contract Training services to Mason.* A description of the Mason engagement is presented in [Appendix A.2](#), page 41, to which the evaluator is referred and is not repeated here. Client letters of recommendation are provided in Appendix C.

Since April, 2022, BPG's Mason point-of-contact is **Dr. Brett Josephson, Associate Dean for Executive Development**, (703) 993-4207. Dr. Josephson was preceded **Dr. Marc Austin, Director**, Continuing and Professional Education Department, who left Mason but can be reached at (202) 560-0152. The longest serving Directors, to whom BPG reported, are **Ms. Kate Leeds-Brody and Ms. Cynthia Huheey**, both of whom are no longer current Mason employees but served as the Director of Mason's continuing education initiatives over many years. *Written references are provided in [Appendix D](#), page 143 (Letters of Recommendation).* Ms. Huheey may be contacted at (571) 212-3966 or by e-mail at chuheey@aol.com. Ms. Brody may be contacted by phone at (703) 481-0939 or by e-mail at ktea84@gmail.com.

Other persons who are intimately familiar with BPG's work at Mason are Ms. Susan Stinson ((703) 615-6069), ssinson@gmu.edu and Ms. Lee Bennett ((703) 606-2740, abenneta@gmu.edu). BPG has worked with both Ms. Bennett and Ms. Stinson to support Mason marketing and sales initiatives. For a period of years, Ms. Bennett was Mason's assigned Program Manager for the project management curriculum. BPG worked closely with her to develop new courses, promote open enrollment, and support Mason's continuing qualification as a PMI Global Registered Education Provider.

Specific third-party contract training performed by BPG for Mason clients is reported in the [Exhibit A.3-2](#), page 56. Performance references for each of these engagements can be obtained from either our current Mason Program Manager, Ms. Jacqueline McLaughlin ((757) 603-5536), Ms. Lee Bennett, or Ms. Susan Stinson, whose contact information is provided above.

Requirement (Req 12, RFP XIII.B.4.b, page 16) *Provide references demonstrating high quality of training offerings.*

BPG Response.

Faculty References. BPG's Mason technical points-of-contact for continuing education contracts: (1) serve as the faculty contacts for BPG's Current Mason Contract; (2) are the persons with whom BPG has day-to-day interface, and (3) are responsible for evaluating BPG's technical and financial performance on the contract. Faculty assessments of BPG's performance should be directed to them.

- For BPG's Current Mason Contract, the Mason point-of-contact is currently **Dr. Brett Josephson, Associate Dean for Executive Development**, (703) 993-4207.
- Prior to Dr. Josephson's recent appointment as Continuing and Professional Education Director, he was preceded by **Dr. Marc Austin**, (202) 560-0152. **Ms. Kate Leeds-Brody and Ms. Cynthia Huheey**, both of whom are no longer current Mason employees but *served as the Director of Mason's continuing education initiatives for many years have provided written references (See [Appendix D](#), page 143).* Ms. Huheey may be contacted at (571) 212-3966 or by e-mail at chuheey@aol.com. Ms. Brody may be contacted at or by e-mail at ktea84@gmail.com.
- *Other persons who are intimately familiar with BPG's work at Mason are Ms. Susan Stinson ((703) 615-6069, ssinson@gmu.edu) and Ms. Lee Bennett ((703) 606-2740, abenneta@gmu.edu).* They were not solicited for a written reference because BPG was advised by them that Mason rules regarding retired

employees precluded them from doing. However, they did agree to speak with Mason if Mason so chooses. BPG has worked with both Ms. Bennett and Ms. Stinson to support Mason marketing and sales initiatives. For a period of years, Ms. Bennett was Mason's assigned Program Manager for the project management program. BPG worked closely with her to develop new courses, promote open enrollment, and support Mason's past qualification as a PMI Global Registered Education Provider.

Student References. *Sample instructor and course evaluations are provided in [Appendix E](#), page 151 (Course and Instructor Evaluations) and measure students' satisfaction with BPG courses and instructors.* A complete history of instructor and course evaluations are maintained by Mason and can be accessed through Mason by contacting Dr. Brett Josephson, Associate Dean for Executive Development, (703) 993-4207. In recent years, the course and instructor evaluation system has been automated and not all instructor and course evaluations have been shared with BPG. Second, the Mason RFP Section III (Communication), precludes BPG from communicating with Mason employees during the proposal response period. Therefore, BPG made no request for evaluation information and has submitted representative samples of automated evaluation reports which we hold, with personal information redacted.

Requirement (Req 13, RFP XIII.B.4.c, page 16) *Provide evidence of unique knowledge regarding the professional education market in the DMV (District, Maryland and Virginia).*

BPG Response.

[Appendix A.2](#) describes BPG's 19-year collaborative relationship with Mason in providing continuing education training to the District of Columbia, Maryland, and Virginia (DMV) metropolitan area. *Through this relationship, we have trained more than 5,000 students – most of whom were employed in the Northern Virginia Area.* As described in Req_9 above, we have performed more than \$400,000 in contract training for a diverse range of clients, most of which were in the District, Maryland, and Virginia region. In this process, we worked directly with Mason to market, sell, and perform the work. This included: (1) marketing the work (i.e., attendance / presentations at PMI meetings and Northern Virginia area conferences, developing/ delivering webinars, sourcing leads (i.e., Mason's current Actalent contract), providing promotional copy, et cetera); (2) selling the work (i.e., meeting with potential clients, providing written input to proposals, and participating in best and final presentations); (3) performing the work. *Through our extensive involvement with Mason, we have developed a unique knowledge of the DMV professional education market and successfully applied this knowledge across private, not-for-profit, and federal, state and local government market sectors to win and perform work. See BPG's response to [Exhibit A.3-2](#), page 56, for a partial list of clients.*

The majority of our instructors live in the Northern Virginia area, where they built successful professional careers at the senior management and executive level and provided instructional services to Mason and to other organizational entities. They bring their DMV market knowledge and professional experience to every engagement. The evaluator is directed to review the BPG Team's experience and resumes, which are provided in [Appendix C](#), page 113. *The BPG Team's range of technical and professional experience allows us to relate to a client or a student at every level of work-place experience – from technical contributor to CEO – and provide solutions that meet their interest or need.*

Requirement (Req 14, RFP XIII.B.4.d, page 17). *Provide evidence of excellent student services beyond curricular experiences.*

BPG Response.

Student technical support. *Under the Current Mason Contract, BPG provides additional extracurricular technical support to both Mason and students, as directed by Mason.* In each class, instructors provide the students with their contact information and provide them free access to call both during and after course completion to address any questions they may have. Questions generally are technical in nature and course content related, but on occasion require the instructor to interface with Mason or third-party technology providers or PMI to resolve. In some cases, students call their instructor weeks or months after a class to ask questions prior to taking a certification exam. *In all cases, BPG works with Mason students to answer their questions, provide them with additional*

information, or direct them to pertinent resources. This student interaction is provided at no additional cost to Mason.

Student advising, engagement, and coaching support. In addition to student technical support, *instructors engage students through social media, professional organizations, PMI Lunch and Learns, and personal professional relationships* to reinforce learning and solicit participation in further Mason continuing education. On occasion, *contract training engagements require the instructor to provide online, videoconference coaching and mentoring support services*. As an example, BPG was contracted by the Royal Institute of Chartered Surveyors (the British equivalent of the United States National Society of Professional Engineers) to provide project management coaching and mentoring services to senior managers and executives at a division of the International Monetary Fund.

Alumni Networking. *Up until GMU's reorganization of the Office of Continuing Professional Education (OCPE) in the 2016 to 2017 timeframe, Mason hosted PMI Lunch and Learns.* Attendance at these events was extended to both current Mason students and Alumni who were either interested in earning a project management credential or were currently credentialed and were seeking to earn Professional Development Units (PDUs) / Continuing Education Units (CEUs) to satisfying PMI's and other certification bodies' requirement to earn credits to maintain the credential. At these events, Mason introduced the Mason Project Management Certificate Program, and BPG presented a 45-minute presentation on a project management topic that qualified a credential holder to receive one PDU toward their re-certification goals. Hors d'oeuvres were served and time was allowed for networking. ***BPG proposes that this practice be reinstated in any resultant contract.***

Career development / job placement support. BPG does not provide formal career development or job placement support. ***BPG interfaces with students through LinkedIn, which does provide online career and job placement support. On occasion, we do recommend former students in their job application process.***

Requirement (Req 15, RFP XIII.B.4.e page 17). *Describe previous or current partnerships with large public and non-profit universities, particularly in the areas of continuing education.*

BPG Response. Engagement descriptions for George Mason University, Old Dominion University (ODU) and University of California (UC Irvine) were presented in a different context in the prior Requirement Response ([Req 1](#)), page 45 and are repeated here for the purpose of compliance with RFP traceability requirements.

BPG has been continuously providing to Mason – a 4-year accredited University – project management training subject matter expertise for the last five years in 16 project management subject areas. The evaluator is referred to BPG's existing, GMU 761-12, as Amended, (Modification #1) (herein referred to as "Current Mason Contract") for a complete description of BPG's scope of work over the past ten years. ***Our delivery of project management training through Mason for 19 years, proven curricula / courses (See [Appendix B](#), page 79) and seasoned instructional staff (see [Appendix C](#), page 113) meet this requirement.***

Other University engagements where BPG has provided services similar those we have provided through Mason include: Old Dominion University and University of California (Irvine). The ODU and UC (Irvine) engagements were early in BPG's history. ***Mason was found to be a more compatible, collaborative partner and BPG decided to build its relationship with Mason and the Mason brand, rather than spread resources across multiple, large clients. Details of the Old Dominion and UC (Irvine) engagements follow.***

From 2005 to 2009, BPG provided open enrollment training through Old Dominion University. The ODU engagement prepared students to sit for and successfully pass the PMI PMP examination. The ODU point-of-contact, at that time, was Ms. Clair Dorsey, (757) 683-5793

From 2005 to 2007, BPG provided Contract Training Services to UC (Irvine). The scope of services was to deliver the capstone Project Management course to students enrolled in the Newport News Shipbuilding Executive MBA program. This course was a graduate-level, for-credit course that was conducted over six weeks and was compliant with PMI's project management framework. It required the student to complete a case-study project and sit for and successfully pass a final, graded examination. The UC (Irvine) point-of-contact, at that time was Ms.



Peggy Jenkins, (949) 824-8983. The Newport News Shipbuilding point-of-contact was Mr. Steve Waddell, (757) 638-3238.

Requirement (Req. 17, RFP XVI, page 19). Please state your payment preference in your proposal response.

BPG Response. See [payment preference certification](#) in RFP XVI, page 19. BPG selects Option #3. BPG currently is under contract to GMU and receives all payments through Paymode. BPG's Paymode Vendor Membership ID is 620464389.

Requirement (Req. 18, RFP XVI, page 19). In your proposal response please address the following [questions]:

BPG Response: BPG's response from page 19 is repeated here for completeness.

7. In your proposal response please address the following:

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

BPG Answer: 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.

BPG Answer: None.

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

BPG Answer: None.

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

BPG Answer: No.

BPG Response: BPG's response is provided in subparagraph 7.a – 7.d above. BPG represents that it has surveyed each of its contractors in writing and solicited their response to the above questions. BPG and its subcontractors represent that the answers to the following questions are accurate and complete.

A.5 Specific Plan (Methodology)

Requirement (Req 16, RFP XIII.B.5, page 19) *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 and (b) what, when, and how the services will be performed.*

BPG Response. *BPG’s technical approach is divided into three phases: Program Identification, Program Marketing, and Program Delivery.* These Program life-cycle phases are congruent with those in BPG’s Current Mason Contract. *For each Phase, the technical approach describes: (1) tasks that will be accomplished and deliverables that will be produced (the “What”); (2) the schedule for accomplishment (the “When”); and (3) the roles and responsibilities of each Party in the performance of the work (the “How”).* Proposed roles and responsibilities of each Party are captured at the end of each Phase’s description and derived from those contained in BPG’s Current Mason Contract.

Program Identification Phase

BPG proposes to accomplish the following tasks in the Program Identification Phase:

1. Within two weeks of contract award, BPG will deliver a DRAFT Course Schedule for approval that continues the current Mason Project Management Certificate Program into CY2023. Upon Mason approval, the schedule will be resource loaded with BPG instructors. *The purpose of this task is to engage the market as quickly as possible and to generate revenue that will fuel the investment that will be needed to grow the Program.*
2. Upon CY2023 Course Schedule finalization and approval, BPG will coordinate with Mason as soon as possible to schedule a joint BPG/Mason meeting or series of meetings to agree on: (1) the continuing education market critical success factors;¹⁷ (2) Open Enrollment and Contract Training revenue goals, enrollment goals, and qualitative goals; and (3) action plans to accomplish the goals. The intent is to clearly identify the scope-of-work that must be accomplished in the January 2023 to June 2023 time frame (i.e., new course development, new certificate programs, access to market channels of distribution¹⁸) to accommodate marketing lead time and training implementation in the September-December 2023 time frame. The CY2023 third and fourth quarter Course Schedule will be modified as appropriate to accommodate curriculum changes and delivery. *The purpose of this task is to align Mason goals and objectives with actions and resources to improve revenue growth as fast as possible.*
3. As program changes are approved, BPG will provide Mason with a scope, schedule, and resource commitment to commence development of course content and other deliverables in parallel with tasks described in the remaining two Phases.

Proposed deliverables and timeframes are:

- **Goals.** Mutually agreed enrollment and revenue goals for CY2023. (4QCY2022)
- **Course Schedule.** Course Schedule for CY2023, including dates for quarterly performance reviews and schedule modification driven by changes to Program strategy. (4QCY2022)
- **Project Management Program Business Plan.** A series of Action Plans that identify scope, schedule, and resources needed to align Mason’s products and services to market critical success factors. (1Q2023)
- **Potential Modifications to Existing Program.** Recommended scope, schedule, and content changes to the

¹⁷ BPG defines Market Critical Success Factors as actions or behaviors a competitor must demonstrate in its defined market to achieve its stated goals and objectives.

¹⁸ Market channels of distribution are the methods by which a company solicits and/or delivers products and services to end users.

existing Program Management Certificate Program. (4Q2022)

- **Potential Additions to Program.** Potential project management curriculum additions, including modifications to existing BPG courses; addition of new courses; and creation of new certificate series (i.e., Certificate in Agile Project Management, Master's Certificate in Project Management, collaboration with Executive Development, et cetera). (1Q2023)

Program Identification Phase Roles and Responsibilities. In the Program Identification Phase, Mason and BPG have the following responsibilities:

- Mason, in consultation with BPG, will identify course subject areas of demand and interest for which noncredit certificate or other training programs will be offered through Mason CPE. Programs will emphasize industry/vendor certification and continuing education requirements to maintain certification.
- Mason is solely responsible for approving all project management programs and related curriculum, including original text materials and other tangible expressions of the intellectual content of the project management programs.
- BPG is responsible for development or acquisition of course materials, at no cost to Mason.
- Ownership of the course content, curriculum, and materials is proprietary to BPG.
- BPG is responsible for obtaining all copyright and necessary licenses and clearances for all content, curriculum, and materials developed by BPG at no cost to Mason.
- BPG conveys a royalty-free, paid-up, world-wide license to Mason to use BPG's intellectual property over the duration of its contract with Mason.

Program Marketing Phase

BPG proposes to accomplish the following tasks in the Program Marketing Phase. Some tasks and deliverables in this Phase will be fast-tracked with the tasks / deliverables produced in the Program Identification Phase to shorten time to market.

1. ***BPG will collaborate with Mason to integrate the Project Management Program into its overall CPE marketing strategy.*** The objective of this task is to make sure the Project Management Program offering does not overlap with and mutually reinforces other programs offered by Mason. Task scope depends on the outcome of the Program Identification Phase (Task 1).
2. ***BPG will assist Mason in re-establishing a Project Management Advisory Group.*** The group will consist of five to six representatives from Mason-client companies, alumni, or industry segments in which training and education are critical to their business's success. The group's purpose will be to provide periodic feedback on CPE's continuing education program strategy and to help Mason build a network of individuals and companies who may be interested in Mason's products and services.
3. ***As Program changes are approved by Mason, BPG will develop program certificate descriptions, course descriptions, and other specific course marketing information*** (i.e., features / benefits, digital badge descriptions, course requirements, pre-requisites requirements, et cetera) to support website marketing. (Level-of-Effort Task, as directed)
4. ***BPG will collaborate with Mason to develop a marketing plan that is consistent with allocated budgets and is best matched to selected market channels of distribution:*** social media, direct mail, advertising, webinars, open houses, presentations at public events, and direct communication with Mason identified prospects. BPG will assist Mason in the development of marketing content that best communicates Mason's products and services. (Level-of Effort-Task, as directed)

Proposed deliverables and timeframes are:

- **BPG CPE Marketing Strategy Input.** As directed by Mason, (No Later than end of 1Q2023)

- **Mason Advisory Group.** As directed by Mason. (Level-of-Effort, No Later than end of 1Q2023)
- **BPG Website Content Input.** As directed by Mason. (Level-of-Effort, Contract Duration)
- **BPG Market Channel Content Input.** As directed by Mason. (Level-of-Effort, Contract Duration)

Program Marketing Roles and Responsibilities. With respect to Program Marketing, Mason and BPG have the following responsibilities:

Mason's responsibilities include:

- Mason, with input from BPG, is responsible for developing and implementing a marketing / sales plan for the project management programs. The program may include direct mail, print, telemarketing campaigns, and open house events, media and public relations, website listings, social media, and webinars.
 - Revenue available for marketing / sales activities requiring hard cost expenditures over \$1000 per month shall be jointly agreed to by BPG and Mason.
 - Mason shall have the right of final approval in advance for all marketing content for consistency with the image, stature and reputation of Mason is a premier academic institution. Except as may otherwise be agreed to by the parties, Mason shall have sole responsibility for advertising the programs (with assistance from BPG), while adhering to the marketing budget approved by George Mason University.
- Creating and maintaining a website and online social media presence that advertises Mason project management programs, allows students to enroll online, and provides a metric-based system for monitoring user interaction with website content and its correlative or non-correlative relationship to actual enrollment.

BPG shall assist in implementing the marketing program by:

- Assisting Mason in hosting and guiding a project management advisory group.
- Jointly agreeing to the marketing / sales plan with George Mason University, and then executing the plan.
- Providing the necessary information to the person in charge of the CPE website to update course schedules and offerings as needed.
- Attending open houses to answer questions and otherwise communicating with potential students to communicate the benefits of the program.
- Communicating with targeted companies and government entities to provide information to stimulate market demand and attract prospective students.
- Providing information on trends, competition, and other developments in the field the project management to identify new program offerings and improve the marketing of existing programs.
- Providing information to support the recommended pricing of programs.
- Providing information to support a decision to identify additional sites for offering these programs.
- Providing content submissions to include the CPE monthly newsletter.

Program Delivery Phase

BPG proposes to accomplish the following tasks in the Program Delivery Phase. Some tasks and deliverables in this Phase will be fast-tracked with the tasks / deliverables produced in the Program Identification and Program Marketing Phases to shorten time to market.

1. ***BPG will supply qualified instructors to deliver Open Enrollment and Contract Training*** on the schedule that has been mutually agreed between the parties (See Program Identification Phase, Tasks 1 and 2).

2. *As required, BPG will identify, pre-qualify, and present to Mason new instructors* for Mason's final approval before teaching in the classroom. BPG's process for selection, pre-qualification process, and management is described in [BPG's response to Req. 3](#), page 46.
3. *As required, BPG instructors will manage the student classroom life-cycle* including all communications by and between students and CPE, taking and reporting attendance, ensuring completion and documentation of all course requirements, and complying with all Mason student policies and procedures.

Proposed deliverables and timeframes are:

- **Trained Students.** Deliver Program courses as scheduled. (Level-of-Effort, Over Contract Duration)
- **New Instructors.** Number will be determined by revenue growth (Level-of Effort, Over Contract Duration).
- **Training Documentation.** As directed by Mason (Level-of-Effort, Over Contract Duration).

Program Delivery Roles and Responsibilities. With respect to Program Delivery, Mason and BPG have the following responsibilities:

With respect to each Program, Mason has sole responsibility for:

- Approving the project management programs and related curriculum, including the original text materials and other tangible expressions of the intellectual content of the project management programs.
- Approving the selection made by BPG of qualified instructors.
- Scheduling all open-enrollment course offerings following consultation and agreement with BPG on courses to offer, number of offerings, timing of offerings, location of offerings and instructor availability.
- Approving the development and implementation of measurements of academic performance, including testing, grading, and other means and methods of evaluating students.
- Providing administrative support to include registering students, processing payments, awarding PDUs and CEUs, awarding Certificates of Attendance and Completion, and other related activities.
- Obtaining registration status with industry credentialing bodies, like the Project Management Institute's Authorized Training Partner program, that support curriculum Programs' market position.
- Providing financial management of all programs including enrollment registration, collection and management of program account receivables, account payables, and account reconciliation.
- Providing physical or virtual classrooms, audio visual support, information technology support, instructor access to Mason-specific electronic systems (i.e., Mason Learning Management Systems, Mason Web Conferencing, and email systems) and other resources that are required by the instructor to deliver Curriculum Programs via Mason approved learning modes (lecture-based, online synchronous, online asynchronous).
- Maintaining student management systems.
- Creating and maintaining website content as necessary.

With respect to each Program, BPG will:

- Submit proposed Course Content and related curriculum, including original text materials, including original text materials such as the PowerPoint presentations, case studies as necessary, and other tangible expressions of the intellectual content of the course, to Mason for its approval. Course content and materials must be reviewed annually to ensure integrity of the program content and beating current PMI and industry standards and best practices.
- Obtain necessary copyright and other clearances, licenses, and permissions for the use of the course



content. Any third-party content/delivery licensing fees required will be the responsibility of Mason.

- Submit an electronic, camera-ready, set of class materials to Mason at least two weeks prior to class start date.
- Locate, qualify, and select instructors, who hold the PMP certification for all technical courses and other requisite certifications when relevant, and who will maintain high evaluation scores.
- Be responsible for the scheduling of all instructors in support planning for classes; instructors shall arrive at least 30 minutes prior to the scheduled course start time it will not leave until the last student has gone. If an instructor is unable to teach, notification must be made to Mason immediately in an alternative solution will be agreed upon by Mason and BPG.
- Attend periodic (generally bi-monthly) planning and strategic direction sessions.

A.6 Business Model and Cost of Services

Requirement (Req 10, RFP XII, page 14 and 16). *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.*

BPG Response: *The Mason / BPG Team's success over the past 19 years has flowed from a collaborative partnership focused on delivering high-quality, industry-recognized project management training to thousands of individual students, corporations, and state and federal agencies.* The collaborative partnership is described in [Appendix A.2](#) page 41) and is not repeated here. We have successfully developed and deployed a vertically-integrated set of 16 modular project management courses, two certificate programs, and related services to more than 5,000 students and over 40 corporations. **Three business model elements drive success:**

- **Differentiated Value Chain.** Independently, Mason and BPG are undifferentiated players in a chaotic market. However, together, the Mason Team created a brand differentiated by Mason's prestige as Virginia's largest and most diverse university and its recognition by PMI, the world's largest, most-recognized project management credentialing body. Mason is one of only a few Virginia PMI Global Registered Education Providers (REPs) and is now a PMI Authorized Training Partner (ATP)[®]. ***Award of a contract to BPG will extend this brand to new markets, customers, and business opportunities not envisioned by the Current Mason Contract.***
- **Competition on Affordability.** ***To remain competitive as a small business and deliver high-quality products and services, BPG's business model emphasizes affordability.*** Important business model features are: (1) ***extraordinary professional and teaching experience of its team members*** (see [Resumes](#), page 113) who deliver superior value in the classroom; (2) ***standardized internal business management processes*** that minimize overhead cost; (3) ***virtual teams and automation*** to reduce infrastructure costs; (4) agile / adaptive project management practices, processes, tools, techniques, templates, and guides to develop and deliver products and services; and (5) ***legally-binding performance-based relationships with Mason and third-party product and service providers*** that leverage human capital and third-party physical assets.

Over the past 19 years, this model has allowed BPG to minimize and maintain a low internal overhead cost and weather market downturns and other setbacks. When BPG's cost is low, Mason's cost is low, allowing Mason to compete on value and not price.

- **Value Creation and Rapid Delivery.** ***Technical responsibilities for Open Enrollment and Contract training program delivery are divided between Mason and BPG*** to maximize each Party's strengths and reward success through well-defined, performance-based financial incentives. ***The division of responsibilities and supporting financial incentives create a healthy tension that ensures value creation and rapid response to market drivers.***

Proposed Revenue Sharing Model. BPG's Current Mason Contract addresses the design, development, and delivery of lecture-based, classroom training content to students through Open Enrollment classes and to corporations through Contract training. During COVID Shutdown (2020-2022), BPG re-purposed its lecture-based curriculum to a Live (synchronous) Online delivery format.¹⁹ ***BPG proposes to extend the performance-based financial features of the Current Mason Contract to a new contract for three modes of training program delivery: (1) Live (lecture-based), classroom; (2) Live (synchronous), Online; and (3) Virtual (Asynchronous), Online.***

For each mode, the following paragraphs describe: (1) scope; (2) performance responsibilities and assumptions; (3) revenue sharing provisions; (4) pricing provisions; and (5) revenue share examples.

¹⁹ Live (synchronous), Online delivery utilizes classroom training content adapted for delivery via a Web Conferencing Service like Zoom.

A.6.1 Live (Lecture-based), Classroom Mode

Scope. Live (Lecture-based), Classroom Mode involves the analysis, design, development, and delivery of subject matter content by an instructor and delivery of that content by the instructor to a live class in a physical Mason classroom.

Responsibilities and Assumptions (Live Classroom). The following responsibilities and assumptions apply.

- Mason is responsible for approving, branding marketing, selling, enrolling, administering, and evaluating all programs, courses, and services delivered to Open Enrollment and Contract customers.
- BPG is responsible for recommendation, acquisition and/or development of mutually agreed project management training program course content at its own expense.
- BPG Instructors will deliver all course content at the fixed-price instructor daily rate for Open Enrollment or Contract Training, as described herein.

Revenue Sharing Provisions (Live Classroom). For Live (Lecture-based), Classroom Mode training, BPG proposes to use the same revenue sharing model that it has used over the prior 10-years.

- In Open Enrollment Training, both parties will be financially rewarded through a revenue sharing arrangement defined by: (1) minimum and maximum enrollments; (2) a BPG fixed-price instructor daily labor rate that is subject to limitation based on the rate of inflation as measured by the Consumer Price Index;²⁰ (3) disclosed Mason and CPE fixed-overhead costs expressed as a percent of revenue; (5) Mason direct costs including BPG instructor fees, room rental, CPE marketing, CPE coordination fees, CPE reproduction costs, and textbooks²¹; (4) a mutually agreed formulaic definition of “breakeven;”²² and (5) remuneration of both Mason and BPG for net profit margin above “breakeven.”
- For Contract Training, BPG will deliver its services at a fixed-price instructor daily rate, with total BPG quoted cost adjusted for tailoring and / or the cost of travel outside of the Washington, DC, metropolitan area. Mason determines the customer’s overall contract price and is remunerated by the profit margin between Mason’s quoted price to the client and actual cost.

Under the current business model, if either party fails to perform both parties are forced to communicate and collaboratively address performance issues that affect overall financial performance: a win-win arrangement.

Pricing Provisions (Live, Classroom). BPG has not raised its instructor daily rates since January of 2017. In accordance with the RFP X.HH, BPG proposes that the 2017 fixed-price instructor daily rates and associated revenue share parameters be updated as follows:

- ***Open Enrollment Instructor Daily Rate.*** BPG’s current fixed price instructor daily rate is \$1,465 per day. According the United States Bureau of Labor Statistics, the annual November Consumer Price Index for Urban Wage Earners and Clerical Workers ([CPI-W](#), Table: Percent Change from 12 months ago) in the Washington-Arlington-Alexandria (DC-VA-MD-WV) region reports the following 5-year trailing data (as of November of each year): 1.6% (2017), 1.5% (2018), 1.2% (2019), 1.6% (2020), 6.4% (2021). Based on this inflation history and an adjustment for 2022²³ (for which the November data has not yet been reported), BPG’s CY2023 proposed fixed price instructor daily rate is \$1,777 per day.

²⁰ See RFP X.HH, page 30. NOTE: the RFP reference is unclear. BPG uses the more specific reference: the annual November Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, Percent Change from 12 months ago) in the Washington-Arlington-Alexandria (DC-VA-MD-WV) region which can be found at https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_washingtondc_table.htm.

²¹ It is assumed that the Mason and CPE fixed and variable cost overhead budget for the Project Management Program and Mason’s associated spending plan are budgeted and allocated over all scheduled courses and is consistent with revenue that will be generated through Mason’s publicly-advertised course price structure, including anticipated promotional discounts.

²² “Breakeven” is defined as the point at which both Parties costs for a course are covered by actual revenue receipts.

²³ As of this writing, November, 2022, data has not been published. Inflation is assumed to be the [2022 CPI-U 12-month average for the Washington-Arlington-Alexandria area](#) July 2022, 7.5%

- **Open Enrollment Revenue Share Formula.** For each course in a quarter, the Current Mason Contract Revenue Share formula uses the number of paying students in a course versus the actual cost per student to calculate the number of students above or below the “breakeven” point. The number of students above or below breakeven point is then multiplied by a contractually agreed fixed-rate of \$450 per breakeven student to calculate that course’s contribution to the total BPG quarterly revenue share. Like the fixed-price instructor daily rate, this fixed-rate per breakeven student has not been adjusted since 2017. To preclude annual renegotiation of the breakeven rate going forward, BPG proposes that Mason and BPG split each course’s revenue above its breakeven cost (herein referred to as Net Profit (NP)), with Mason receive 60% of NP and BPG receiving 40% of NP. (See example below for details).
- **Contract Training Instructor Daily Rate.** BPG’s current fixed price instructor daily rate is \$1,666 per day. Adjusting for CPI since 2017, BPG’s proposed fixed price instructor daily rate is \$2,020 per day.
- **Contract Training Revenue Share.** Contract Training revenue share is straightforward. BPG will provide Mason with a level-of-effort (LOE) estimate to modify existing course content to meet a prospective client’s specifications (i.e., 1-day) and the duration to teach the course (i.e., 3-days). The LOE will be converted to a BPG firm-fixed price to perform the work, by multiplying LOE (i.e., 4-days) by BPG’s firm fixed price daily Contract rate (\$2,020 per day) and adding travel cost, if any, to arrive at BPG cost (i.e., \$8,080 plus travel cost) to perform the Contract. Mason will be responsible for adding its overhead, direct costs, and profit margin and proposing the work to the Client. Mason retains the margin between contract price and BPG cost.

Revenue Sharing Example (Live, Classroom). The following is an example of Open Enrollment revenue share under the proposed scenarios. Data is actual data from a prior Quarterly Revenue Share Report.

- **Proposed Open Enrollment Revenue Share Illustrated (Open Enrollment, Live, Classroom).** Open Enrollment Revenue share is driven by the following variables:
 - **Total Revenue (TR)** – Tuition collected from paying students
 - **Expenses (EX)** – BPG Instructor Costs, Mason Room Rental, CPE Marketing OH, Photocopying, Postage, Books, and other necessary incidental costs
 - **Mason Indirect (MI):** percent of Total Revenue
 - **CPE Coordination Fee (CF):** CPE Fixed OH Cost
 - **Total Paying Students (NS):** Number of paying students
 - **Total Expenses:** $EX + (TR \times MI) + CF$
 - **NET Profit (NP):**²⁴ $TR - TE$
 - **Revenue Share Mason (RSM):** Percent of NP (see Exhibit A.6-1)
 - **Revenue Share BPG (RSB):** 1-RSM (see Exhibit A.6-1)

EXHIBIT A.6-1 (next page) illustrates the proposed Quarterly Revenue Share calculation using historical data.

²⁴ Profit is positive value; Loss is negative value.

EXHIBIT A.6-1 - LIVE CLASSROOM QUARTERLY REVENUE SHARE EXAMPLE²⁵



A.6.2 Live (Synchronous), Online Mode

Even though BPG's Current Mason Contract is silent on delivery of synchronous and asynchronous online training, from April 2020 to present, BPG successfully transitioned all Open Enrollment and Contract training programs from classroom delivery to live (synchronous), online delivery. Thousands of pages of certificate program course presentation content were converted to both the Blackboard Learning Management System format and to a synchronous, online webinar format. ***BPG proposes to extend what it learned from this experience to the new contract.***

Scope (Live, Online). *Live (synchronous), online training is lecture-based training, delivered by an instructor online in real-time.* Typically, the same lecture-based course materials used in Live, Classroom training can be used in the online environment with some modifications to accommodate class exercises, case studies, testing, greater use of video clips, "white board" software, and breakout rooms. Over the past two years, BPG has learned to adapt to this environment. BPG has found that the incremental cost of developing and delivering course material is not an unreasonable instructor burden. It has the additional benefit that all course content is delivered electronically, and no classroom space is required, reducing the overall course cost. For these reasons, ***BPG proposes that Live, Online course pricing and revenue share mirror that for Live, Classroom training.***

Responsibilities and Assumptions (Live, Online). The following responsibilities and assumptions apply.

- Mason is responsible for approving, branding marketing, selling, enrolling, administering, and evaluating all programs, courses, and services delivered to Open Enrollment and Contract customers.
- All courses will be delivered by BPG instructor using Zoom (or equivalent) web-conferencing tools.
- Mason is responsible for providing BPG instructors with access – at no cost to BPG – to all the online tools necessary to deliver the course, including but not limited by way of example to Mason e-mail, Mason web-conferencing tools, associated training, and technical support.
- BPG is responsible for recommending, acquiring, and/or developing mutually agreed project management training program course content at its own expense.

Revenue Sharing Provisions (Live, Online). Revenue Sharing Provisions shall be identical to those described for Live, Classroom training.

Pricing Provisions (Live, Online). Pricing Provisions shall be identical to those described for Live, Classroom Open Enrollment training.

²⁵ Calculation methodology is as proposed. Quantitative data is actual historical data at old rates.

Example Revenue Sharing Example (Live, Online). See Revenue Sharing Example for Open Enrollment, Live, Classroom training.

A.6.3 Virtual (Asynchronous), Online Mode

Scope (Virtual, Online). *Virtual, Online training is pre-recorded, totally self-contained, interactive / adaptive training that is delivered on-demand.* The following features characterize this mode of training and must be accommodated in the learning mode's scope definition, revenue sharing, and pricing provisions:

- ***Enterprise asynchronous online training course content development is very labor, technology, and capital intensive.*** Small businesses are sensitive to cash-flow and have more limited access to working capital.
- ***Development costs are front-end-loaded*** and vary with the complexity of the subject and the student's interaction with the software (live/virtual, passive, limited, or complex). Investment cost is recovered over a longer period-of-time, which is a financial issue for a small business.
- ***The Virtual, Online Model will cannibalize the recurring revenue generated by live instructor-led training.*** Instructional content is taught once and re-used many times. This reduces the variable cost of instruction to Mason, but under a fixed-price daily instructor rate model which generates BPG's overhead and profit, it decreases the margin available to BPG to develop new courses and provide other services at no additional cost to Mason.
- ***Online software and systems and PMI project Management training content are subject to frequent change.*** Technology used to author online training programs is affordable to small business, but the cost to acquire, implement, operate, and maintain an enterprise Learning Management System and associated back-end business architecture, data architecture, networks, and communications systems to manage asynchronous learning is not.
- ***Users require 24x7 access to the full range of university services which requires special software, hardware, and high-speed, secure connections to the Mason network.*** For asynchronous online training to be successful, a help-desk organization is required, and it must be connected to and integrated with the same student services that traditional students rely upon. Only the University can provide this service.

Virtual online instructor cost is a one-time expense, but the content development cost and ongoing infrastructure costs are higher. Audience reach is greater resulting in potentially greater student enrollment and revenue. Without changes to the traditional revenue-sharing model in the Current Mason Contract, BPG – under some online content development scenarios – will have to absorb unreasonable upfront development costs that cannot be equitably reimbursed in over a short contract timeframe. ***Performance-based contract provisions and incentives must be adopted that accommodate these differences and provide both parties with an incentive to perform and succeed.***

To capture the upside potential but minimize downside risk, BPG proposes to provide the following products / services as Virtual, Online training.

- ***On Demand Virtual, Asynchronous Course Training. On Demand Virtual, Asynchronous Course Training will be used to teach a part of a course or a complete course.*** Scope for this eLearning mode is defined as pre-recorded live, classroom instruction that is edited to integrate the instructor's presentation with the display of supplemental information or other interaction with associated power point slides (viz., performance of exercise or taking of test). The recorded content is divided into 15-minute modules (3 segments, 5 minutes each in length), graphics are simplified to minimize cognitive loading, and learning is supported by an appropriate number of multiple-choice questions and downloadable written exercises (if appropriate) throughout the presentation to test or reinforce learning.

Students will be provided access to electronic copies of the slides, instructor narrative, and exercises. It is not BPG's intent to develop associated self-study materials or incorporate complex learning interactions

that require branching and looping. Each course will be associated with a textbook, which will be referenced in the course and to which the student will be directed.

If associated with a PMI project management credential program, this type of eLearning will have a useful life of approximately three years, after which it most likely will have to be revised to accommodate underlying changes to the credential program.

- **On Demand, Virtual (Asynchronous), Topical Training.** *On Demand, Virtual (Asynchronous) Topical Training will be used to teach a narrowly focused topic within project management that generally will remain stable overtime, can be taught in a one- to four-hour period, and can be repurposed for use in multiple training contexts.* For example, in project management the concept of Discounted Cash Flow is used to: select project alternatives; make financial decisions to either make or buy a product or service; and evaluate the cost of contract change options. Topical subjects can be: (1) used to support On Demand, Virtual, Online Course training; (2) offered separately as a PDUs to meet PMP credential holders' triennial re-certification requirements; or (3) used as content in a virtual reference library.

Two of BPG's staff have been trained by Mason's Open Online Course Development Institute (OCDI) and will utilize OCDI principles to develop topical training. Topical training content (PowerPoint slides, using voice over) will be created using Mason provided authoring tools and hosted on Mason's LMS. The content will use branching and logic to navigate the training and ensure compliance with PMI's time-based commitment to conform to contact hour requirements. e-Learning principles will be used to reduce cognitive load and improve learning. Testing will consist of multi-choice questions embedded in the learning module.

Students will be provided with electronic copies of the slides, instructor narrative, and exercises. It is not BPG's intent to develop associated self-study materials. Each course will be associated with a textbook, which will be referenced in the course and to which the student will be directed for purchase.

Responsibilities and Assumptions (Virtual, Online). The following general responsibilities and assumptions apply.

- Mason is responsible for approving, branding marketing, selling, enrolling, administering, and evaluating all programs, courses, and services delivered to Open Enrollment, Contract, and On Demand customers.
- Mason is responsible for providing BPG (at no cost to BPG) access to the same training and support that a Mason faculty member receives in eLearning course development. BPG is responsible for its own expenses to attend the training (both labor and travel).
- Mason is responsible for providing BPG (at no cost to BPG) access to Mason's Learning Management System, virtual classroom facility, eLearning authoring tools, video editing services, and other associated Mason software or services that are available to Faculty and are necessary for BPG to complete the scope-of-work.
- BPG is responsible for recommending, acquiring, and/or designing mutually agreed project management training program course content at its own expense. Content development cost will be shared as described in the Revenue Sharing and Pricing Provisions, proposed below.
- Intellectual property developed as part of course design and course content development are owned by BPG and licensed to Mason for use on a perpetual, worldwide, fixed-fee / per student use basis, as described in the Revenue Sharing and Pricing Provisions.
- The Parties will periodically review the market demand for these courses and revise pricing as mutually agreed in writing.

Revenue Sharing Provisions (Virtual, Online). For Virtual, Online training, BPG proposes to share revenue using a fixed-fee / per user license model that is tailored to training that is being developed and delivered in two modes: (1) Virtual, Online (Asynchronous) Course Training or (2) Virtual, Online (Asynchronous) Topical Training.

- **Revenue Sharing Provisions (Course Training).** Revenue will be shared through a licensing arrangement:
 - BPG will perform course design at no cost to Mason.
 - Course development will be shared between the Parties. BPG will be reimbursed at its Open Enrollment Training fixed-price daily instructor rate to synchronously present the course content to one paying in-studio, live class and / or to a virtual class. The class will be digitally recorded and edited by Mason. BPG will work with Mason videographers to insert review questions, exercises, tests, and other learning content into the edited recording at the proper point in the recording. Using Mason-supplied authoring tools, BPG will organize and publish the training to the Mason Learning Management System.
 - Course delivery will be on demand via the Mason Learning Management System, with no further intervention by BPG.
 - BPG will receive licensing fee consisting of an annual fixed amount (for a period of three-years) and an ongoing per student-day use fee for each use. See Pricing Provisions Exhibit A.6-2, below.
 - Mason will receive all revenues above BPG’s license fees.
- **Revenue Sharing Provisions (Topical Training).** Revenue will be shared through a licensing arrangement:
 - Topical training will be limited to a project management subject that can be taught in one- to four-contact hour periods and awarded one PDU credit per contact hour by PMI.
 - Courseware design and development will be performed by BPG at no cost to Mason, using Mason-provided authoring software and Learning Management System functionality.
 - Course delivery will be on demand via the Mason Learning Management System, with no further intervention by BPG.
 - BPG will receive licensing fee for each use. See pricing provisions in EXHIBIT A.6-2
 - Mason will receive all revenue above BPG’s license fee.

Pricing Provisions (Virtual, Online). Proposed pricing models for both Course Training and Content Training are described below.

- **Pricing Provisions (Course Training).** Pricing provisions for 2-day, 3-day, and 5-day Course Training are shown in Exhibit A.6-2. The first Fixed Annual Fee is payable upon completion of course development and annually thereafter for the next two years on the anniversary date of development completion. The Fixed Annual Fee is payable in addition to the Per Student Use Fee.

Course Training shall be carried as an active course, continuously advertised for enrollment on the Mason website, and supported and properly resourced and staffed so that it can be purchased and used as intended by a student. This obligation shall continue for: (1) a minimum of 3-years, (2) while BPG has a contract with Mason, or (3) until Mason chooses to discontinue the course, whichever is longest. Mason’s obligation to reimburse licenses fees owed to BPG shall survive Mason’s right to terminate or not renew its contract with BPG and shall be paid on a quarterly basis over the period that the course is offered. The Per Student license fee is subject to annual increase based on the rate of inflation, as calculated per [RFP X.HH](#), page 32.

EXHIBIT A.6-2 Virtual, Online (Asynchronous) Course Licensing Fee Structure

Course Duration	Fixed Annual Fee (First three 3-years)	Per Student Use Fee (Ongoing)
2-day	\$2,000	\$150
3-day	\$2,500	\$200
5-day	\$3,000	\$300

- Pricing Provisions (Topical Training).** For Topical Training, BPG pricing was based on competitor research. BPG performed an internet search for “project management PDU course prices” and examined the top 10 results. The search identified the following major companies: (1) Project Management Institute (www.pmi.org); (2) Project Management Training Institute (www.4PMTI.com); (3) the American Management Association (www.AMAnet.org); and (4) PMTraining (www.pmtraining.com). BPG reviewed published course descriptions and product offerings that were comparable to those BPG proposes to offer. Of the twelve offerings reviewed – five including PMI – ranged in price from \$19 per PDU to \$28 per PDU. BPG concluded that a reasonable market price for a reputable offeror is currently \$25 per PDU.

Based upon the prior analysis, BPG proposes to design and develop one PDU of Topical Training (viz., one contact hour of instruction) at a cost to the student / customer of \$12.50 per PDU. Under this arrangement, BPG shall receive \$12.50 per student for a 1 PDU course and \$50 per student for a 4 PDU course.

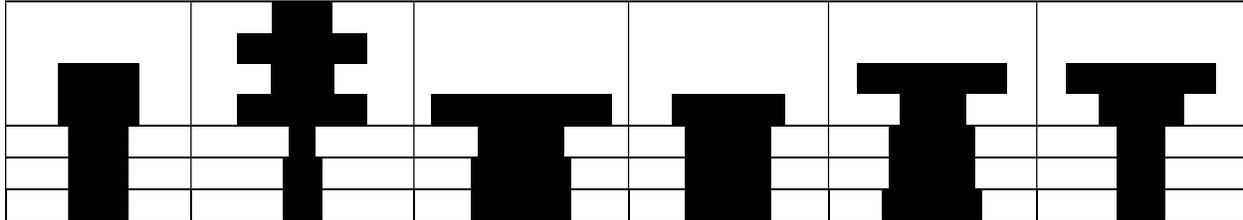
Topical Training shall be carried as an active course, advertised for enrollment on the Mason Website, and supported and properly resourced and staffed so that it can be purchased and used as intended by a student. This obligation shall continue for: (1) a minimum of 3-years, (2) over the duration of BPG’s contract with Mason, or (3) until Mason chooses to discontinue the course, whichever is longest. Mason’s obligation to reimburse licenses fees owed to BPG shall survive Mason’s right to terminate or not renew its contract with BPG and shall be paid on a quarterly basis over the period that the course is offered. The per student-day use license fee is subject to annual increase based on the rate of inflation, as calculated per [RFP X.HH](#), page 32.

Revenue Sharing Examples (Virtual, Online). Course Training and Topical Training revenue sharing models are illustrated below.

- Revenue Sharing Example (Course Training).** The following example illustrates the licensing arrangement for each Course Training scenario. The example uses the currently published prices of a Mason 2-day course (\$1,095), a three-day course (\$1,395) and five-day course (\$1,995) and assumes these prices are lowered by 50% as an online course (viz., \$550, \$695, \$995, respectively). PMI’s current 5-day online PMP course is priced at \$995. These course pricing assumptions, and the licensing provisions in Exhibit A.6-2, are used to calculate a three-year break-even enrollment. Breakeven enrollment and course price drive the financial performance in Exhibit A.6-3, below.

BPG recovers its development cost over three-years at a Breakeven Total Enrollment as shown. Below this enrollment, BPG loses money; above this enrollment, BPG makes a profit. Mason’s Gross Profit is approximately 2/3rd of revenue, which is consistent with the revenue share model presented in the Live (Lecture-based), Classroom Mode and the Live (Synchronous), Online Mode.

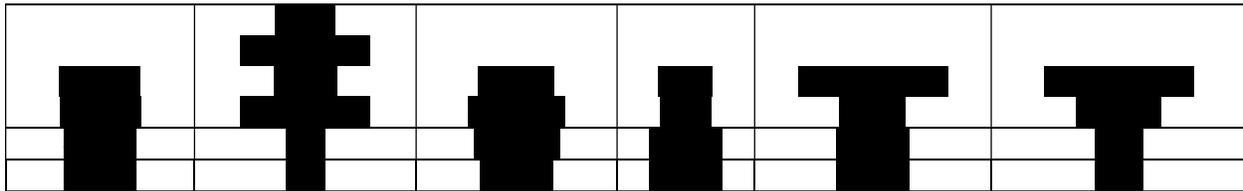
EXHIBIT A.6-3 Virtual, Online (Asynchronous) Course Training Licensing Example (Over 3-Year Course Life)



- Revenue Sharing Example (Topical Training).** The following example assumes that one PDU of Topical Training is priced in the market at \$25 per PDU and content is developed by BPG and licensed to Mason on a per use fee basis at \$12.50 per PDU. Topical Training content is developed in two formats: 1 PDU (one-hour) and 4 PDU (4-hour). These formats target students who want to obtain credit for credential recertification or dive more deeply into a specific topic. This market is competitive, and margins are lower.

EXHIBIT A.6-4 illustrates the revenue sharing model for Topical Training. BPG recovers its cost over three years at a BPG Breakeven Total Enrollment as shown. Below this enrollment, BPG loses money; above this enrollment, BPG makes a profit. Mason’s Gross Profit is half of revenue and is driven by market prices and the cost to develop content and recover development cost over three years.

EXHIBIT A.6-4 Virtual, Online (Asynchronous) Topical Training Licensing Example (Over 3-Year Course Life)



Conclusion

BPG’s proposal demonstrates the following features and benefits:

- BPG’s business model provides Mason with multiple market channels for distribution of its training products.*** This allows Mason to deliver Mason-branded training products and services effectively and efficiently to geographically diverse students, who process information differently and consume training content at a time of their own choosing, at their own pace, and through a variety of media.
- BPG’s flexible organizational structure delivers this differentiated value at low-cost and reasonable margins, allowing it to be nimble in the market and quickly respond to market changes.*** This provides Mason with a pricing advantage and to deliver value more quickly.
- The model allows both parties to equitably shares risk through innovative revenue sharing and licensing arrangements.*** BPG mitigates Mason’s content development risk and recovers its costs through conduct of instruction, equitable revenue sharing based on performance, and content licensing arrangements that recover online content development costs over a 3-year period at low breakeven enrollments.
- The business model is built on a 19-year professional relationship between Mason and BPG.*** BPG, unlike its competitors, has a proven professional relationship with Mason’s staff, understands Mason’s systems and processes, and has a highly qualified instructional team in place that is ready to start immediately to execute the scope of work.

BPG looks forward to Mason’s favorable response to its proposal.



APPENDIX B - COURSE DESCRIPTIONS

PMP 0400 Essentials of Project Management (3 Days)

Overview

Organizations are successfully using project management concepts to deal with increasingly competitive markets, financial pressures to improve performance, restructuring, and globalization. Project management provides a structure for dealing with the “faster, better, cheaper” pressures that most organizations are facing.

This comprehensive course provides participants with an overview of the essential elements (e.g., selecting projects, planning, managing and control, et cetera) of project management and the project management life cycle. Participants gain an understanding of the techniques, practice and new directions for project management and gain practical experience with approaches to achieving successful project performance.

Special Features

This course is an introductory course to Project Management, built upon the project management standards contained in *A Guide to the Project Management Body of Knowledge (PMBOK)® Guide, 7th Edition*, Copyright © 2021, Project Management Institute, Inc. (<http://www.pmi.org>). No prerequisites are required for this course. Participants learn project management terminology, processes, tools, and techniques and apply them in hands on exercises, such as a Bridge Building exercise, various problem-solving scenarios, and interactive media case studies. In addition, the students learn a standard project management methodology that can be adopted for use in their business. The course reference text is Schwalbe, K., *An Introduction to Project Management, 7th Edition*.

Topic Highlights

Participants will be introduced to the essential skills, knowledge, tools, and techniques employed in modern project management. Emphasis is placed on gaining practical experience with tools and techniques that ensure successful project performance. Topics covered include:

- Introduction to Project Management
- Project Selection and Planning
- Project Management and Leadership
- Negotiation and Conflict Resolution
- Project Planning and Estimating
- Risk and Quality Management
- Project Execution and Control
- Project Completion and Closeout

Audience

Managers and mid-level professionals who are faced with increasing pressures to improve organizational performance should take this course. This course is also intended for individuals who aspire to be project managers or who have been recently assigned as a project manager. For existing managers, the course provides a refresher course on the state-of-the-art of project management. Course participants should have had some exposure to project management processes and techniques.

For individuals seeking to pass the Project Management Professional (PMP)[®] Certification examination offered by Project Management Institute, this course serves as the foundation course prior to taking the Course: PMP 0401 Preparation for the PMP[®] Certification Examination.

BPG00401 35v6 Project Management Professional®: Preparation for the PMP® Certification Examination (5 days)

Overview

Project Management Professional (PMP)® certification has become the most recognized credential for the practice of the rapidly evolving profession of project management. This course prepares you for the PMP® certification examination offered through the Project Management Institute (PMI)®).

Only people who have successfully demonstrated their mastery of concepts of project management, as documented in the *A Guide to the Project Management Body of Knowledge (PMBOK)® Guide, 7th Edition*, Copyright © 2021, Project Management Institute, Inc. (<http://www.pmi.org>) and meet PMI experience requirements are allowed to use the PMP® designation. Increasingly, the federal government and companies all over the world are recognizing the value that project management can provide. The specification of project management personnel qualifications in many federal procurements and the establishment of project management career paths in corporations are recognition of the growing importance of project management in the workplace. PMP® certification is often a requirement for promotion and success in these environments.

Special Features

This course prepares you to sit for the PMI PMP® examination. Lecture and extensive use of case studies and in-class exercises provide for active student involvement in practical use of course content. The instructors use advanced learning methods, word-picture associations, and mind maps to strengthen learning recall. In addition, as the course progresses through each of the *PMBOK® Guide* knowledge areas, the student is tested using an electronic examination bank that mimics the actual PMP® Examination. Using this approach, course participants quickly get feedback on knowledge retention.

Course attendees are provided with a copy of:

- *A Guide to the Project Management Body of Knowledge (PMBOK)® Guide, 7th Edition*, Copyright © 2021, Project Management Institute, Inc. (<http://www.pmi.org>)

The following texts and materials, beyond the provided lecture notes, are used in the course. Copies are provided as part of the course:

- 120-day access to the PM Final, on-line examination simulation software
- Project management implementation guides, templates, and tools.

Topic Highlights

Each of the ten *PMBOK*[®] *Guide* areas of knowledge are addressed as separate modules. A brief presentation highlights the most significant aspects of each module. Participants then individually answer a series of questions randomly selected from the PM Final automated examination software database. After each of these individual working sessions, the entire class reviews each question under the direction of our PMP[®] credentialed staff. In this manner, both the content and format of examination questions become familiar to each student. Using this systematic method of approaching the learning content, participants can identify weak areas that require more individual study. The last session is a timed, 4-hour, 200-question, multiple-choice examination that mimics the PMP[®] examination format and content. This course covers the ten knowledge areas identified in the *PMBOK*[®] *Guide*.

- Project Integration Management
- Project Scope Management
- Project Schedule Management
- Project Cost Management
- Project Quality Management
- Project Resource Management
- Project Communications Management
- Project Risk Management
- Project Procurement Management
- Project Stakeholder Management

Audience

Participants in this course should be managers and mid-career professionals who seek to further develop their project management skills and are eligible to sit for the PMP[®] examination. It is assumed that participants meet PMI's professional experience criteria to apply and sit for the PMP[®] examination.

PMP 0402 Project Estimating, Measures, and Control (2 Days)

Overview

Successful projects start with sound planning. While establishing proper performance baselines is key to project success, measuring progress and adapting to changing circumstances are vital to accomplishing project objectives. This course covers, in detail, project estimating including scope delineation using work breakdown structure, resource estimation using various methods, duration and schedule development using Monte Carlo simulation and Program Evaluation and Review Technique (PERT). Measuring progress requires that the data be current, complete, and accurate. To best use these data, several techniques have been developed that help measure project status. This course examines these techniques with a particular emphasis on one of the most successful project measurement techniques – Earned Value Analysis (EVA). EVA has proven to be highly successful in assisting project managers to better measure project performance status. Last, this course examines various ways to make changes to on-going projects that improve performance without being disruptive.

Special Features

This course uses lecture, class exercises, and a running case study to stimulate learning. Numerous examples are presented: each student is provided with electronic spreadsheets that illustrate estimation, measurement, and control practices.

Topic Highlights

Topics covered include:

- The Psychology Of Estimating (Goldratt’s Theory Of Constraints)
- Schedule And Resource Estimating Methods And Techniques
- Work Breakdown Structure Development
- Critical Path Method / Program Evaluation And Review Technique
- Monte Carlo Simulation
- Earned Value Analysis
- Estimating Techniques
- Trend Analysis
- Baseline Management
- Forecasting and Evaluation Techniques
- Change Control Techniques
- Use of Historical Data

Audience

Managers and mid-level professionals who are faced with increasing pressures to successfully achieve project objectives on time, within budget, and according to specifications. Course participants should have project management experience and understand project management processes and techniques.



Participants should take the following courses prior to this course: PMP 0400 Essentials of Project Management.

PMP 0403 Managing and Leading Projects (2 Days)

Overview

By its very nature, project management is carried out by teams. Normally these are comprised of members that have often not worked together before; are organized for limited, defined periods; and are expected to work together to accomplish common goals. In this environment, one of the biggest challenges for a project manager is to bring together people with a variety of backgrounds and talents and get them to perform as a successful team. Forming teams of diverse skills and expertise can be difficult but also very rewarding. Successful leaders are those that greatly improve the success of these teams in reaching project objectives. Effective leaders are easily recognized but difficult to characterize. They do not rely on intelligence or personality alone. Latest research has led to better identification of key aspects of effective leadership. This course takes a close look at current thinking on effective leadership and how to apply these skills in the project environment.

Individual skills alone, however, will not lead to successful projects. This course provides an in-depth study of the way teams form and function. By understanding team dynamics, successful project managers can better adjust their management approach and maximize the contribution of all team members to improve the probability of the project being successful. The success of every project depends on the capability to effectively communicate both within the team and among project stakeholders. The course also covers the multi-dimensional nature of communication and the “soft skills” that are essential for effective leadership. Focus is given to using the tools of motivation, power, and communication, to better achieve project objectives.

Special Features

This course uses both hands-on tutorial and lecture. Participants learn how to recognize the traits of effective leaders and learn how to better improve their own leadership skills.

Topic Highlights

Topics covered include:

- Analyzing the Qualities of Successful Leaders
- Understanding Team Formation, Functioning, And Dynamics
- Communication Theory and Practice
- Characterizing Management Styles
- Understanding the Relationship Between Motivation And Team Success
- Leadership Skill Self-Assessment
- Understanding Your Personal Management Style and Traits
- Applying Problem Solving Skills
- Applying “Soft Skills” Techniques to Improve Team Performance

Audience

Managers and mid-level professionals who are faced with increasing pressures to improve organizational performance should take this course. This course is also intended for individuals who are program directors or above and who have responsibility for improving the effectiveness of their organizations. Course participants should have project management experience and understand project management processes and techniques.

PMP 0406 Managing Risk and Complex Projects (2 Days)

Overview

In the past, companies and organizations have favored and funded multiple small to medium size projects. As budgets have tightened, the trend is to engage in fewer but larger projects, assuming that increased execution risk can be offset by more management attention. History has shown, however, that high-risk, complex projects (HRCP) usually create their own dynamics in terms of complexity, politics, budget, and schedules. These risks must be managed if the project is to be successful.

This course is based on the lessons learned from 100 high-risk projects documented in the Project Experience Risk Information Library (PERIL) Database (Kendrick) and The Project Management Case Book (Cleland, et al). Examples used include lessons learned from several large and well-known high-risk projects.

Special Features

The course's focus is on practical implementation of the Project Management Institute's (PMI's) Risk Management processes. The instruction approach includes lecture, a running case study, and hands-on class exercises in which the students apply the tools, techniques, and guidelines they are taught in class. Extensive use of documented lessons-learned from other projects and in-class exercises provide for active student involvement and practical use of course content. A sample risk management plan and a set of generic information system project risk factors are provided. These tools can be used by the participant to develop an individualized risk management plan for their business.

In advance of the course, registrants should review *A Guide to the Project Management Body of Knowledge (PMBOK)® Guide*, 7th Edition, Copyright © 2021, Project Management Institute, Inc. (<http://www.pmi.org>).

Reference texts include: Kendrick, T., *Identifying and Managing Project Risk*; Mulcahy, R., *Risk Management, Tricks of The Trade for Project Managers*, and Cleland, et al, *Project Management Casebook*.

Topic Highlights

Topics discussed during the two-day workshop include:

- Definition of Complex, High-Risk Projects
- Identification of Risk Drivers
- The Five Common Elements of High-Risk, Complex Projects
- Screening High-Risk Projects
- Obtaining Stakeholder Involvement and Support
- Approaches to Risk Reduction
- Identifying, Qualifying, Quantifying, and Planning for Risk
- Unique Financial Management Aspects of Complex Projects
- Creating and Applying Performance Metrics

- Effective Use of Change Control In A HRCP Environment
- Leading High-Risk Projects
- Dealing with Politics
- Managing Media Coverage of High-Risk Projects
- Troubled Projects and Recovery Plans
- Documenting Project Status at Completion

Audience

Only people who have successfully demonstrated their mastery of the basic concepts of project management should take this course. The course is designed to address the needs of managers and mid-career professionals who seek to further develop their project management skills. Prior to taking this course, participants are encouraged to take: PMP 0400 “Essentials of Project Management” and PMP 0403 “Project Management Estimating, Measures, and Controls.”

PMP 0407 Negotiation and Conflict Resolution (2 days)

Overview

Negotiation and conflict resolution are integral parts of daily life and working with people. Project managers need the skill to handle people problems before they affect performance, whether the problems are within the team or with clients, customers, or stakeholders. This course covers the foundations of negotiation, negotiation strategy including planning and framing, how to recognize and prepare for the phases of a negotiation, and how cultural differences are increasingly playing a role in the globalize economy. Another aspect of working with people is how to deal with the inevitable conflicts that may arise. Project managers are called upon to resolve conflicts not only within their teams but also with clients, customers, and other stakeholders. This course will also cover argumentation, constructive and destructive conflict, conflict resolution styles, and various approaches to conflict resolution.

Special Features

This course uses hands-on tutorial, an audiovisual case study, and lecture. Participants learn how to recognize the traits of effective negotiators and learn how to better improve their own negotiation and conflict resolution skills. A standard mythology for preparing for negotiation is presented.

Topic Highlights

Topics covered include:

- Pitfalls of Negotiation As An Event
- Overview of Rational Negotiation Process
- Negotiating: Strategizing, Framing and Planning
- An Integrated Four-Step Process
- Distributed Negotiations
- Integrative Negotiations
- Perception, Cognition, And Communication
- Finding and Using Negotiation Leverage
- Ethics in Negotiation
- Global Negotiations
- Managing Difficult Negotiations
- Negotiation Mistakes
- Making Effective Arguments
- Conflict and Cohesion In Groups
- Functions and Dysfunctions Of Conflict



- Approaches to Conflict Management

Audience

Managers and mid-level professionals who are faced with increasing pressures to improve organizational performance should take this course. This course is also intended for individuals are program directors or above and who have responsibility for improving the effectiveness of their organizations. Course participants should have project management experience and understand project management processes and techniques.

Participants should take PMP 0400 “Essentials of Project Management” before taking this course.

PMP 0410 Agile Project Management (2 Days)

Overview

Increasingly competitive markets, shorter product delivery cycles, increasingly complicated business problems, and globalization demand that project managers deliver value faster and cheaper. Agile has become increasingly more popular because it addresses these challenges.

Agile projects practice incremental and iterative delivery which allows us to rapidly deliver value to our customers. By focusing on value Agile projects avoid many of the pitfalls associated with traditional methodologies without sacrificing quality.

Through lectures, exercises, and case study, this course introduces the participant how to use the principles and practices of Agile project life-cycle management to successfully deliver high-risk, high-value projects.

Special Features

This course is an intermediate level course that addresses the tools, techniques, skills, and knowledge areas that are required to manage projects whose requirements are either not well defined upfront, evolve over time, are schedule- or cost-driven, and are best managed through an Agile / adaptive project life-cycle approach.

The course incorporates components of Scrum Alliance's Certified Scrum Master (CSM[®]), Certified Product Owner (CSPO[®]) methods and Kanban and Lean project management principles. The course is compliant with project management standards contained in *A Guide to the Project Management Body of Knowledge (PMBOK)[®] Guide*, 7th Edition, Copyright © 2021, Project Management Institute, Inc. (<http://www.pmi.org>) and the "Agile Practice Guide," (Copyright © 2017, Project Management Institute).

No prerequisites are required for this course. Participants learn Agile project management methodologies, processes, tools, and techniques and apply them in hands on exercises that demonstrate: the value of empowered teams, flow, Scrum practices, scaling, and value stream mapping.

Topic Highlights

Participants will be introduced to the essential skills, knowledge, tools, and techniques employed in Agile project management. Emphasis is placed on gaining practical experience with tools and techniques that ensure successful project performance. Topics covered include:

- State of the Industry
- The Lean-Agile Mindset
- Scrum
- Scrum Roles

- Scrum Events
- Scrum Artifacts
- Agile Leadership
- Servant Leadership
- Self-Managing Teams
- Agile Facilitation
- Team Norms
- Product Driver Approach
- Product Vision
- Product Roadmap and Release Planning
- User Stories
- Estimating
- Lean and Kanban
- Understanding Value
- Value Stream Mapping
- Kanban Board
- Measuring Flow
- Agile Metrics and Reporting
- Burn Down Charts
- Burn Up Chart

Audience

The audience for this course includes organizational managers, project managers, and mid-level professionals, with five or more years of experience, who are faced with increasing pressure to successfully manage high-risk, high-value projects that must be delivered in short periods of time or whose requirements are not firm and are subject to schedule or cost constraints.

This course does not have prerequisites. Prior exposure to Agile is helpful.

PMP 0415 PMI-ACP Exam Prep (3 Days)

Overview

Agile has become increasingly more important and popular in companies, government agencies, and organizations that need to respond to ever-shorter product delivery cycles and rapidly changing business environments.

The Project Management Institute (PMI) offers a professional certification for agile practitioners, known as the PMI Agile Certified Practitioner (PMI-ACP)[®]. PMI's professional certification examination development processes stand apart from other project management certification examination development practices. PMI aligns its process with certification industry best practice.

The number of PMI-ACP[®] holders is expanding rapidly with a 30% increase in the past year.

The PMI-ACP[®] certification distinguishes itself from others by requiring certificate holders demonstrate experience, receive training, and pass a rigorous exam. The certification and exam are methodology agnostic, inviting adoption of best practices across the spectrum of methodologies.

This course is primarily focused on preparing students to take the PMI-ACP[®] exam. The course includes formal lectures and exercises demonstrating the values and principles of Agile methodologies and relevant tools and techniques. Students are exposed to several hundred practice questions intended to simulate the exam.

Special Features

The course provides rigorous preparation for the PMI-ACP[®] exam. The course is compliant with the PMI Agile Certified Practitioner (PMI-ACP)[®] Exam Content Outline (2014) and covers the 7 Domains and 11 Toolkit areas as well as the knowledge and skills required by PMI.

The course is compliant with project management standards contained in *A Guide to the Project Management Body of Knowledge (PMBOK)[®] Guide, 7th Edition*, Copyright © 2021, Project Management Institute, Inc. (<http://www.pmi.org>)

It is strongly recommended prospective students take the Agile Essentials (PMP 0410) course as a prerequisite.

- The eligibility requirements for the exam include:
- 2,000 hours working on project teams. These hours must have been earned within the last five years.
- 1,500 hours working on agile project teams.
- 21 contact hours of training in agile practices.

- The PMI-ACP® exam is a 3-hour long timed test with 120-question.

Topic Highlights

Participants will be introduced to the essential skills, knowledge, tools, and techniques employed in Agile project management. Emphasis is placed on gaining practical experience with tools and techniques that ensure successful project performance. Topics covered include:

- Agile Principles and Mindset
- Interpersonal Skills
- Agile Methodologies
- Agile Practice
- Scrum
- Lean
- eXtreme Programming (XP)
- Other Agile Methodologies
- A Product Driven Approach
- Value Driven Delivery
- Planning & Monitoring
- Product Quality
- Measuring Performance
- Agile Leadership
- Stakeholders & Communication
- Team Performance
- Adaptive Planning
- Problem Detection & Continuous Improvement

Audience

The audience for this course includes experienced agile practitioners that want to take the PMI-ACP® exam. Students should meet the general project and agile practices requirements before taking this class. Students may use the contact hours in this class to fulfill their agile training requirements.

PMP 0501 Measuring Performance Using Earned Value Management (2 Days)

Overview

Measuring performance is critical to managing projects successfully. This session covers the concepts and practices of an Earned Value Management System (EVMS). Participants will learn the key elements for establishing an EVMS and how to objectively manage project performance, correctly apply earned value formulas, obtain project status and forecast project completion. An emphasis will be placed on application of earned value as it relates to the Federal Government.

Special Features

Participants require a background in project management methods, tools and techniques. Lecture, discussion, exercises, and case studies will be used to transfer learning of course concepts.

Topic Highlights

Participants will be introduced to the essential skills, knowledge, tools, and techniques employed in modern project management. Emphasis is placed on gaining practical experience with tools and techniques that ensure successful project performance. Topics covered include:

Module One: EVMS Planning and Requirements: Overview of EVMS methodology, system criteria, ANSI 748 A Guidelines;

Module Two: Project Scope and EVM: Understanding the project scope, creating a project Work Breakdown Structure (WBS), creating the Organizational Breakdown Structure (OBS); work packages, creating control accounts;

Module Three: Planning and scheduling the budget: sequencing activities and determining critical path; integrated master schedule and integrated master plan;

Module Four: Estimating and Budget Project Resources and Costs: integrate schedule and budget into cost, cost estimates and budget, control account plans, management reserves, establishing the Performance Management Baseline (PMB);

Module Five: Monitoring Performance, Reporting and Actions: Determining variances and performances indices, the Over the Target Baseline, reporting performance, recovery plans;

Module Six: Forecasting Project Completion: calculating the Estimate at Completion (EAC), Estimate to Complete (ETC), and To Complete Performance Index (TCPI); and

Module Seven: Federal Issues and EVM: Federal EVMS Guidelines, Integrated Baseline Review (IBR), CPR Formats 1-5, OMB Circular A-11, Section 300.

Audience

Project managers, program managers and team members who are assigned earned value-related responsibilities. Managers and mid-level professionals who are faced with increasing pressures to successfully achieve project objectives on time, within budget, and according to specifications. Course participants should have project management experience and understand project management processes and techniques.

PMP 0505 Project Management Integration with Microsoft Project (2 Days)

Overview

This course focuses on the application of Microsoft Project Professional software to plan, execute, and manage projects. The course's emphasis is on applying the Project Management Institute's (PMI's) *A Guide to the Project Management Body of Knowledge (PMBOK)*® Guide (7th Edition, Copyright © 2021, Project Management Institute, Inc. (<http://www.pmi.org>)) framework in the context of a case study and supporting scenarios that use Microsoft Project Professional to capture project data that is generated over the project's life-cycle. This course also covers the application of other related project management tools, such as MindJet's MindManager®, brainstorming software, and Palisades @Risk® risk management software.

Special Features

This course uses both hands-on tutorial and lecture. Participants learn how to translate PMI's approach to project management into a practical project management plan, focusing on the use of knowledge area management plans, guidelines, and templates.

Topic Highlights

A combination of lecture and hands on application of MS Project using Case Studies and Scenarios will be used to enhance learning. Special project management topics such as Program Evaluation and Review Technique (PERT), simplified Earned Value Analysis (EVA), establishing baselines, assigning and leveling resources and costs, tracking progress, reporting, sharing information between software applications, managing multiple projects, and closing a project are addressed.

Topics covered include:

- Review of the PMI's project management framework;
- Set-up and navigation of the MS Project software application;
- Introduction to a standardized project management life cycle and supporting tools, techniques, guidelines, and templates;
- Introduction to the course case study problem statement;
- Use of the MindJet, Inc., Mindmap® software to capture project scope, define deliverables, and develop a work breakdown structure (WBS);
- Critical Path Method / PERT scheduling in MS Project;
- Assigning resources and costs;
- Setting baselines, tracking progress, and closing the project; and
- Sharing project information with other people and software applications.

Audience

This course is also intended for individuals are project managers or program directors or above and who have planning, executing, monitoring, and controlling one or more



projects. Course participants should have project management experience and be generally knowledgeable of the PMI framework and methodology.

Participants should have a general working knowledge of MS Windows and Office applications.

PMP 0506 Advanced Risk Management using @Risk®

Overview

In a survey of companies in four industries (engineering / construction, telecommunications, information technology, and high-tech manufacturing), Ibbs and Kwak (Ibbs, C. W. & Kwak, Y.-H. (2000), “Assessing Project Management Maturity,” *Project Management Journal*, 31(1), pp. 32–43) found that Risk Management is the knowledge management area in which each are the least mature. Improving your company’s risk management performance not only will improve your bottom line through better project scope, schedule, and cost performance but will also provide your company with a competitive edge in selecting, bidding, and winning contracts that is not being exploited by your competition.

Special Features

This course extends the knowledge presented in The Managing Project Risk and Project Management Integration with MS Project courses to apply risk management skills, knowledge, tools, and techniques to the planning, execution, monitoring, and control of a project using the Palisades, Inc., @Risk Decision Tool Suite.

Topic Highlights

The course is taught in the context of a case study that is based upon an actual large supply chain management (SCM) software selection and implementation project. Specific topics presented include:

- An Overview of Risk Management and Decision Analysis
- Decision Analysis Policy
- Ten Steps Toward Better Project Management Decisions
- Project Schedule and Cost Modeling
- Deterministic Modeling
- Stochastic (Probabilistic) Modeling
- Utility and Multi-Criteria Decisions
- Demonstration of Monte Carlo Simulation Using the @Risk Decision Tool Suite
- Case Study – Software Development Project: Risk Identification, Analysis, Planning, Monitoring, and Control.

This course uses as its text John Schuyler’s Risk and Decision Analysis in Projects (a copy is provided to each student). Course content draws from additional texts including: (1) Virine, L., et al, Project Decisions – The Art and Science and (2) Winston, W., Decision Making Under Uncertainty with RiskOptimizer. Students are provided with hands-on opportunity, in a computer laboratory environment, to explore the features, functions, and benefits of using the software-based Monte Carlo software.

Audience

This course is designed for practicing project managers or program managers with a basic understanding / use of: (1) probability and statistics, (2) *A Guide to the Project Management Body of Knowledge (PMBOK)[®] Guide* as it applies to Risk Management, and (3) Microsoft Project Professional.

PMP 0507 Leading Matrix Teams (2 Days)

Overview

Harnessing the potential offered by 21st century technology and the power of distributed virtual teams is a keystone challenge for today's management team. Professional skill sets, in addition to technical acumen, are becoming a pre-requisite to success for program and project managers. This course helps participants develop action plans to encourage strong collaborative and information sharing practices across the project enterprise. Learn to use strong conversational practices augmented by appropriate technology tools.

Special Features

This course discusses a variety of strategies to develop learning organizations to drive short- and long-term profitability in a 21st century knowledge economy. Interactive exercises help participants practice collaborative information strategies and use conversations to mitigate risk and create constructive solutions to achieve top performance.

Topic Highlights

Participants will learn to recognize and navigate the varying characteristics, dynamics, and transformation of today's team-based workforce. Additionally, they will learn how to develop learning organizations to drive short and long-term profitability in a 21st century knowledge economy. Exercises help participants practice collaborative information strategies and use conversations to mitigate risk, create constructive solutions, and achieve top performance. Topics covered include:

- Virtual teams and 21st century challenges
- Corporate geography
- Communicating across time and distance
- Enterprise knowledge sharing methods
- Selecting the right collaborative tool
- Communities of practice
- Virtual water coolers
- Difficult discussions in real time or virtual mode
- "Hearing" virtual body language
- Constructive intervention strategies
- Collaborative team best practices
- Motivating and sustaining team performance
- Leveraging diverse personalities
- Coach and mentor roles
- Accountability

Audience



Managers who are responsible for projects which are dependent on the action of people who report to other managers and organizations. This course is also intended for leaders and managers responsible for profit and loss, marketing and sales, client relationships, and managing complex, technical organizations

PMP 0508 Business Planning and Strategy Development (2 Days)

Overview

Many organizations face significant challenges as they deal with increasing demands for greater speed, product quality, and reduced cost – faster, better, cheaper. The causes for these demands include newly competitive markets, reduced barriers to international trade, rapid advances in information technology, and a dynamic world economy. In this environment, the key to success for global firms is to use available resources in more effective ways to implement the enterprise’s strategy. It is vitally important that firms identify long-term objectives and the strategies that will lead the organization to success in a global marketplace. While identifying strategic paths is difficult, of even greater significance is how best to implement the resulting strategies. Many firms have successfully turned to the disciplines of project, program, and portfolio management to deal with how best to implement strategy. The result has been improved revenues and profits.

This course focuses on how firms can gain a competitive edge by adopting and implementing a full project, program, and portfolio management structure that will improve the effectiveness and efficiency of the whole organization. This course provides: (1) an overview of strategic planning, (2) the rationale for why project, program, and portfolio management has become the most successful technique for implementing strategy, (3) demonstration of how the discipline of project management supports strategy achievement, and (4) how program management will greatly increase organizational effectiveness during the implementation phase.

Special Features

This course uses both hands-on tutorial and lecture. Participants learn how to integrate strategy and project management, focusing on practical examples and proven processes.

Topic Highlights

Participants gain an understanding of the techniques, practice, and new directions for project management; and the participants gain practical experience with approaches to achieving successful project performance. Topics covered include:

- Overview of Strategic Planning
- Strategic Planning / Program Planning Interface
- Aligning Project Objectives with Organizational Strategic Goals
- Business Plan Integration
- Program and Portfolio Management Techniques
- Effective Implementation Phase Techniques

Audience

Managers and mid-level professionals who are faced with increasing pressures to improve organizational performance should take this course. This course is also intended for

individuals are program directors or above and who have responsibility for implementation of corporate strategy through the management of internal or external projects. Course participants should have project management experience and understand project management processes and techniques.

Participants should take the following courses prior to this course: Essentials of Project Management and Project Estimating, Measures and Control.

PMP 0510 Solving Complex Problems (2 Days)

Overview

Managers of large-scale enterprises face a variety of challenges when trying to maintain a balance among the complexities of today's work environment. Often the surface symptoms do not reveal the actual core issue. This course will help managers and group leaders identify and resolve challenging enterprise situations using a variety of conversation practices and mapping techniques. By the end of this course participants will facilitate productive, problem-solving dialogs, visually map communication process flows, and establish collaborative team practices and negotiation strategies.

Special Features

Interactive discussions and case scenario exercises help participants learn to facilitate a constructive problem-solving process to identify organizational challenges and hidden road maps. Participants will practice using a variety of tools to develop collaborative problem-solving workplace including how to visually map complex processes to gain a broader perspective of organizational situations.

Topic Highlights

Participants gain an understanding of techniques to facilitate a constructive problem-solving process to identify organizational challenges that blends creative thinking and tactical rigor to develop innovative solutions. Topics covered include:

- Complex enterprise-wide organizations and structures
- Milestones and metrics
- Transforming positive change initiatives
- Power of double-loop problem solving techniques
- Challenges that can impede enterprise problem solving
- Advocacy and inquiry dialog methods for managing difficult conversations
- Visual mapping techniques to help reveal the real issue
- Track two diplomacy
- Negotiated collaboration
- Conflict as a creative motivator
- Collaborative partnering
- Constructing innovative resolutions
- Prioritization criteria and risk evaluation
- Evaluation and follow-up

Audience

Managers and group leaders seeking to facilitate constructive problem-solving conversations that will reveal hidden roadblocks and allow enterprise teams to achieve their organizational goals.

PMP 0512 Emotional Intelligence for Leaders (2 Days)

Overview

Leadership can be described as a person's ability to *make the intangible tangible* which is why people often find it difficult to define; instead, they will say, "when I see it, I know it." Learning how to leverage your personal Emotional Intelligence (EI) and that of your colleagues and working teams around you will prove to be one of the most resilient tools you will use to acquire essential non-tangible leadership skills.

Industry expertise and technical acumen help people rise to managerial positions; however, truly successful managers and leaders hone professional skills that enable them to recognize and appreciate the strengths of the people with whom they work. Interpersonal skills can make a significant difference in planning, communicating, collaborating, resolving conflict or most other aspects of leading people to achieve organizational goals.

Special Features

This course uses feedback from the EQi2.0 tool, interactive group discussions, exercises, and case scenarios to help participant's measure and explore their emotional intelligence continuum and how they can apply this knowledge to improve workplace performance. Participants will investigate the 15 areas of emotional intelligence as defined by Reuven Bar-On's research model:

Self-Perception Composite (Self Regard, Self Actualization and Emotional Self Awareness) Self-Expression Composite (Emotional Expression, Assertiveness, Independence) Interpersonal Composite (Interpersonal Relationships, Empathy, Social Responsibility) Decision Making Composite (Problem Solving, Reality Testing, Impulse Control) Stress Management Composite (Flexibility, Stress Tolerance, Optimism)

All participants will need to take the EQi 2.0 assessment in advance of the class. The assessment takes 15 minutes and is taken online. The course will then focus on how to understand each composite element in more detail in order to increase a participant's EI score. It will be a combination of delivery of information and practical exercises, with the emphasis on the latter.

Topic Highlights

Participants gain an understanding of the value and importance Emotional Intelligence brings to today's dynamic workplace. Topics covered include:

- Emotionally Intelligent business drivers
- Multi-dimensional leadership
- Self-Perception
- Self-Expression
- Interpersonal
- Decision Making

- General Well Being
- Psychometrics
- EQi 2.0 assessment interpretation
- Balancing EI continuums
- Work group diversity and EI
- Emotional engagement strategies
- Empathy, framing, and perspective
- Optimizing communication practices
- Motivation, delegation, and transference
- Influencing non-tangible outcomes

Audience

Managers and group leaders who are looking for new techniques to enhance their skills in leading people, engaging stakeholders, relationship building, and managing cross-functional, collaborative teams in complex environments.

PMP 0513 Financial Analysis For Non-Financial Managers (2 Day)

Overview

Financial information is used by almost everyone and any Manager hoping to effectively communicate and understand a business must be able to analyze financial information. This course explains the basics of accounting, links accounting to financial statements, analyzes financial statements and works through economic analysis of investments. The course is structured into 18 modules that build on each other with the assumption that participants know little or nothing about accounting or finance.

Special Features

No prior knowledge of accounting or finance is required. During the course, participants will work through multiple choice questions and case study exercises. In addition to covering basic financial analysis, the course will also touch on several advanced concepts such as Ratio Models, Valuations based on EBITDA (Earnings Before Interest Taxes Depreciation) and Exit Values when businesses are sold.

Topic Highlights

The course consists of 18 modules:

Module 1 – Quick Accounting Lesson: How accounting works, general ledger accounts, and the cash flow conversion cycle.

Module 2 – Introduction to Financial Statements: Types of financial statements, elements of financial statements and important accounting concepts.

Module 3 – Reading Financial Statements: Financial terminology, distinguishing operating vs. non-operating, liquidity and solvency.

Module 4 – Financial Analysis (Part 1): Horizontal and Vertical Analysis, Benchmarking, and Common Sized Financial Statements.

Module 5 – Financial Analysis (Part 2): Complete set of ratios for analyzing most companies.

Module 6 – Working Capital Management

Module 7 – Key Financial Indicators

Module 8 – Cost Analysis

Module 9 – Recap of Day One

Module 10 – Basic Forecasting: Forecasting sales, assets and cash flow, fixed vs. variable cost, and breakeven analysis.

Module 11 – Risk Analysis: Risk adjusting constant dollars, expected values and simulation analysis.

Module 12 – Economic Analysis: Apply ROI, NPV, and Payback Period to evaluate long-term investments.

Module 13 – Ratio Models and Economic Value Added: Three ratio models and how they can be used to measure value.

Module 14 – Capital Formation: Distinguishing between private and public capital and identifying different transfer channels and how they differ.

Module 15 – Intellectual Capital: Recognizing the importance of intellectual capital and its influence on value.

Module 16 – Business Performance Measurement

Module 17 – Non-Financial Analysis: Applying various analytical models to assess business performance.

Module 18 – Recap of Day Two

Audience

Any professional who wants a good overall understanding of financial analysis and economic analysis of long-term investments.



APPENDIX C - TEAM EXPERIENCE AND RESUMES

C.1 BPG Team Credentials

Exhibits C.1 and C.2 summarizes instructor training experience, education, and certifications. Detailed resumes follow.

EXHIBIT C.1 – Instructor Training Experience, Education, and Certifications

Team Member	Training Experience	Education / Certifications
Kris Allen, PMP	USNA, GMU, ODU, UC (Irvine), Constellation Enterprises, numerous contracts with private corporations	B.S. (Nuclear Engineering), M.S. (Physics) Professional Engineer, Dimensional Mgmt. Training, Strategic Thinking Training, Qualified in Submarines (US Navy), Engineer Officer Qualified (US Navy), MASON OCDI Certified Instructor
Bruce Falk, PMP	GMU, ESI, National Highway Institute (Instructor of Excellence Award 2008 and 2009), Facilitated, developed and consolidated project management processes for federal government clients.	B.A. (History), over 10,000 hours business professional education and development PMP®, Myers Briggs Type Indicator (MBTI), DISC, The Attentional and Interpersonal Style Model (TAIS), Blanchard Situational Leadership Analysis (LBA), Kostenbaum Leadership Model, Systems Thinking Model, Polarity Mapping, Strength Deployment Index (SDI)
Michael Sands, PMP	GMU, NVCC, Office of Personnel Management, USDA Graduate School USA	B.A. (Psychology), M.A. (Org. Management), PMP®, Certified Leadership Coach
Susan Parente, PMP	GMU, UVA, Montclair State, Post University, PMO Advisory, IIL, Off Peak Training	BS (Mechanical Engineering) BS (Mechanical Engineering), PMP®, PMI-ACP®, PMI-Risk Management Professional, Certified Information System Security Professional, Certified Information System Security Professional Certified Scrum Professional, Scrum Product Owner Certified (SPOC™), RESILIA® Foundation (Cyber Resilience, ITIL Foundations
Alan Zucker, PMP	GMU, UGA, NIH, Grad School USA, NVCC, Velociteach, Korn Ferry, LitheSpeed	BA (Economics), MA (Economics), PMP®, PMI-ACP®, Masters Certificate Project Management (GWU), Certified Scrum Professional, DA Senior Scrum Master, DA Coach, Scaled Agile Program Consultant, ITIL Foundations

EXHIBIT C.2 – Instructor PMI Certification, Years of Teaching Experience

Summary

Team Member	PMP	PMI ATP Instructor	GMU Experience	Other Higher Ed Experience
Kris Allen	Yes	Yes	18-years	3-years
Bruce Falk	Yes	Yes	10-years	16-years
Michael Sands	Yes	Yes	15-years	15-years
Alan Zucker	Yes	Yes	4-years	4-years
Susan Parente	Yes	Yes	1-year	11-years

C.2 Resumes

Kristin L. Allen, PE, PMP

Business Performance Group, Inc.

1612 Brookland Parkway
 Richmond, VA 23227

President

Email : kallen@bp-group.net
 Tel: 757.463.7937 Fax : 703.546.4983

EXPERTISE AND SUMMARY:

- Executive Management in Public-Sector, Private-Sector Corporations
- Building/Sustaining/Transitioning Businesses
- Strategic Planning
- Project Management
- Lecturer in technology, business, and project management on the College level



EDUCATION, ACADEMIC CREDENTIALS, & CERTIFICATIONS

Education:

- MS (High Energy Physics), Naval Postgraduate School, June 1973
- BS (Nuclear Engineering), University of Virginia, June 1972
- Applied Psychological Associates, Dimensional Management Training, 1985
- Harbridge House (Boston, MA), Strategic Thinking for Executives, 1983

Certifications/Affiliations/Other:

- Professional Engineer, Virginia, No. 0402-010682, 1979-present
- Project Management Professional®, No. 236183, 2005-present
- PMI Authorized Training Partner Instructor®, 2020
- Lecturer, George Mason University, Executive and Profession Education Program, Project Management, 2004-present

PROFESSIONAL EXPERIENCE

Partner, Business Performance Group, Inc., (2002-present). Co-founded, developed, and managed a small business providing strategic planning, business capture management, and project management training and consulting services to public- and private-sector clients. Representative clients include:

George Mason University (2003-present). Analyzed, designed, developed, and implemented standardized and customized performance-based strategic planning, project management, risk management, and project monitoring and control training programs for open enrollment and contract training. Taught more than 500 students.

Tennessee Valley Authority (2007-2008). As a key member of the executive team, initiated, planned, executed, monitored/controlled, and closed a \$108M project plan to refurbish 20 systems at the 2259 Mw Paradise Fossil Plant, the largest coal-fired

generation plant in the TVA fleet. **The project resulted in the successful recovery of more than 200 Mw of lost generation capacity, valued at more than \$60M per year in additional revenue.**

Montreat College (2005-2007). *Worked collaboratively with the executive cabinet and board of trustees of a private, non-profit, liberal arts college (Montreat College) to analyze, design, develop, implement, and monitor a five-year Strategic Plan (2005-2007).* Developed a stakeholder communication plan that included direct mail, email-based correspondence, web-based polling, and face-to-face interaction to solicit input from more than 2,000 students, alumni, and financial contributors. Facilitated stakeholders to develop the college's vision, mission, values, and goals statements (VMGVs). Mentored the President and his cabinet in the development of a strategic plan that detailed subordinate projects and actions to close gaps that were identified through a market analysis (Porter Model), business process analysis, and organizational evaluation. In a follow-on project (2006), collaborated with the President and Board of Trustees to re-design the college's governance model from a committee based approach to a policy based approach (Carver Model). ***The plan resulted in elimination of \$3M in short term debt, 50% increase in annual fund giving, reduction in the amount of money contributed from endowment to support college operations, and increases in enrollment in both the traditional and adult professional studies programs.***

Old Dominion University (ODU), Virginia Applied Technology & Professional Development Center, (2006-2008). Similar scope as GMU. Principal client base included directors and project managers in large defense contracting firms.

University of California (Irvine) (2006-2007). Supported UCI's executive Master's in Business Administration program. Taught capstone course in Project Management to executives, directors, first line supervisors at Northrup Grumman Newport News Shipbuilding, the largest private employer in the Commonwealth of Virginia.

President, Semper Technology, Inc., (1996-2005). Purchased business and information technology assets from Vectra Technologies, Inc., and capitalized, built, operated, and subsequently sold a five-employee consulting business that provided strategic planning, project management, and information technology services (custom programming and software implementation support) to private sector companies. Accountable for customer satisfaction, day-to-day business decision-making, entrepreneurship, problem solving, profit and loss, and technical leadership.

Progress Energy (1999-2000). Worked with top executive management of this \$2.5B annual revenue energy company to develop a five-year business plan for the Nuclear Energy Supply division. ***Plan implementation resulted in Progress Energy's acquisition of Florida Power Corporation and in continued recognition as an Institute of Nuclear Power Operations top-quartile performer.***

Columbia Energy Services (1998-1999). Re-designed information technology, strategic planning, marketing, and related business processes to optimize CES's performance.

Carolina Power and Light Energy Marketing (1998). Facilitated a team of senior CP&L executives to develop a corporate strategy for purchasing natural gas supply. ***The project resulted in the implementation of a three-pronged energy management portfolio strategy for more accurately forecasting natural gas supply prices and making fuel supply purchase decisions.***

Carolina Power and Light (1997), AT Massey (Massey Energy) (1998), and aaiPharma (2001). Mr. Allen collaborated with company executives to evaluate, select, and negotiate acquisition of Enterprise Resource Planning software for these companies. Project success required Mr. Allen to demonstrate strong interpersonal skill, creativity, and technical innovation to foster cooperation and teamwork between stakeholders with divergent interests. ***The CP&L ERP implementation resulted in a \$10M net present value improvement in cash flow and positioned the company to acquire other companies in an efficient and effective manner.***

Vice President, Vectra Technologies, Inc. (previously Pacific Nuclear, Inc.) (1992-1996).

Profit and loss responsibility for three divisions of a \$180M publicly-held technology company during a period of corporate acquisition and integration of two other companies. Developed and implemented a strategic plan for growing the Power Services division through diversification of the business into new commercial areas. Restructured the management team. ***In a two-year period, increased revenues from \$10M per year to \$15M and profitability from breakeven to 5%.***

Reorganized the 100-person Government Services division, and managed the development of a new technology to vitrify low level radioactive waste. Technology was selected by the Department of Energy, Hanford, as one of three demonstration projects to address remediation of Hanford's tank waste.

President, Semper Technology, Inc. (1990-1992) (sold to Pacific Nuclear in 1992). Cofounded, led, and built a \$1.5M per year consulting business that provided strategic planning and custom software development services to commercial nuclear utility clients.

Re-cast Detroit Edison Company's generic performance-based nuclear plant training program into a plant-specific training program that encompassed 10 positions and included a custom built training management information system.

This system was delivered on time and under budget, saving the client \$1.5M.

Vice President, Advanced Technology Engineering Systems, Inc.,

(1982-1990) Held progressively responsible positions, from technical contributor to Vice President and General Manager, in this 250-person subsidiary of Advanced Technology, Inc.

Developed non-licensed / licensed operators, technical, engineering, and management performance-based training programs for five commercial nuclear utilities and the Department of Energy valued at over \$25M. All commercial programs were accredited by the Institute of Nuclear Power Operations. ***One program (Baltimore Gas & Electric) received academic accreditation by the State University of New York.***

Naval Officer, United States Navy Submarine Service, (1972-1979): qualified in Submarines; qualified as Engineer Officer; graduate of US Navy Nuclear Power Program; Instructor, United States Naval Academy (1977-1979). ***Navy Achievement Medal (twice awarded)***

COMMUNITY SERVICE

President, Education United (501c4) (2018-present)

Member, Board of Youth Life Foundation Richmond (2017-present)

President, Herons Cove Condominium Association (2010-2012)

Director, Herons Cove Condominium Association (2005-2010)

Chairman, Board of Visitors, Montreat College (2009-2012)

Member, Board of Visitors, Montreat College (2007-2009)

Elder, Chantilly Bible Church (1979-1986)

Bruce Falk, PMP

Business Performance Group, Inc.

3104 Still Pond Court
 Herndon, VA 20171

Instructor

Email: hcphoenix@aol.com
 Tel: (703) 629-8322

EXPERTISE AND SUMMARY:

- Over 30 years' experience developing, customizing, and delivering education and training programs.
- 20-years' consulting experience to small and large businesses
- Over 10 years' management and sales experience in a \$300M business unit of IBM



EDUCATION, ACADEMIC CREDENTIALS, & CERTIFICATIONS

Education:

- Masters' Certificate in Project Management (George Washington University)
- Graduate Study (Business) (Old Dominion University)
- Graduate Study (History) (University of Richmond)
- B.A., (History) (College of William and Mary)

Certifications/Affiliations/Other:

- PMI Project Management Professional (PMP)[®], #29034, 2000
- PMI Authorized Training Partner Instructor[®], 2021
- National Institutes of Health, Instructor (Instructor of Excellence Award 2008, 2009)
- Member, International Institute of Business Analysis
- Member, International Coaches Federation
- Member, Association for the Advancement of Cost Engineering International
- Certified in: Myers Briggs Type Indicator (MBTI), DISC, The Attentional and Interpersonal Style Model (TAIS), Blanchard Situational Leadership Analysis (LBA), Kostenbaum Leadership Model, Systems Thinking Model, Polarity Mapping, Strength Deployment Index (SDI)
- Scouting USA (Eagle Scout)

PROFESSIONAL EXPERIENCE

Principal, HC Phoenix Group (1994-present). Over thirty years of experience developing, customizing, tailoring, and delivering education offerings to Fortune 500 companies, US government agencies, and international clients. Trained thousands in formal classes and individually coached hundreds in project management, earned value management (EVM), leadership, communications, team building, customer satisfaction, systems thinking, polarity management, change, asset management, and administrative procedures. Developed e-training and distance learning packages for multiple clients in the areas of scheduling and cost control, earned value management, and risk management. These courses have been successfully viewed and completed by

thousands worldwide. Published white papers, course materials and articles on the implementation of earned value management, project leadership, and change management.

Instructor, George Mason University. Provides both open enrollment and contract training to public- and private-sector companies and individuals. Courses taught include: Essentials of Project Management; Project Estimating, Measures, and Controls; Managing and Leading Teams; Managing Risk; Applied Earned Value; and Project Management Professional Examination Preparation.

Instructor, Electronic Systems, Inc., (ESI). Provides both contract training to public- and private-sector companies and individuals.

Director, Sales and Administration, USConnect, (1995-1996). Led USConnect sales and administration business unit. ***Increased revenue by 36% and profit by 152%.***

Regional Manager, IBM Education and Training Unit (1976 - 1994). Fifteen years' experience providing effective and timely consulting services to both large organizations and small groups on subjects including all aspects of project management, business skills, sales, marketing, administration, leadership and change management. Significant customer satisfaction and innovation resulted in all cases. Hired, coached, and motivated a high-performance, diverse team of IBM professionals. Responsible for delivering expense and revenue quotas of a \$16M business unit. ***Expenses held flat or declined each year, while revenue goals were met or exceeded. Realized a compound growth rate of 20% each year for five years.***

IBM Networking Systems Technical Conferences. Planned, coordinated, and staffed six IBM Networking Systems Technical Conferences attended by over 2400 customers and IBM personnel. ***Surpassed revenue goal of \$2.5M and 60% profit margin. Consistently reduced expenses each year.***

IBM Education Business Process Redesign. Initiated and led a national team of 200 in defining, consolidating, reengineering, and measuring processes for \$300M IBM education and training unit. Greatly improved customer and staff satisfaction. ***Reduced staff and expenses by 30%.***

IBM Product Supply Process Redesign. Initiated, designed, and developed process to streamline and coordinate supply of IBM PC components to customers. ***Decreased missed customer shipments by 95% in six months.***

IBM Training Facility Upgrade. Planned and implemented modernization and expansion of IBM technical training facilities. ***Increased revenue by 60%.***



COMMUNITY SERVICE

Scouting USA and Boy Scouts of America (1996-present)

Member and President, Franklin Farm Community Board of Trustees (1988-1994)

Member, Franklin Farm Community Architectural Review Board (1986-1988)

Speaker, 2012 PMI National Project Management Congress (North America)

Subject Matter Expert, Fourth Edition update to the Risk Management portion of the Project Management Body of Knowledge (PMBOK).

Rebekah A. Hoffpauir, M.A.Ed.

Business Performance Group, Inc.

1612 Brookland Parkway
 Richmond, VA 23227

Vice President

Email : rhoffpauir@bp-group.net
 Tel: 304.685.1399 Fax : 703.546.4983

EXPERTISE AND SUMMARY:

Instructional Design
 Educational Consulting
 Content and Document Management
 Technical Writing



EDUCATION, ACADEMIC CREDENTIALS, & CERTIFICATIONS

Education:

M.A.Ed. (Secondary Education, English), College of William and Mary, Dec 1998
 BA (English and History), University of Virginia, May 1996

Certifications:

Maryland Educator Certificate (PEC), English 7-12, expires Dec 2021

PROFESSIONAL EXPERIENCE

Vice President, Business Performance Group, Inc., (Jul 2019 – present)

Provides Instructional Systems Design (ISD) services in accordance with industry standards and best practices. Manages interface between Company and the Project Management Institute. Responsible for maintaining the Company's PMI Registered Education Provider credential and the configuration management of all training materials.

- Aligned BPG training materials with Project Management Institute's *A Guide to the Project Management Body of Knowledge, (PMBOK® Guide)* – Sixth Edition, to ensure IP compliance with copyright guidelines
- Documented IP compliance through detailed matrices of citations, tables, and figures to support BPG's application for renewal as a registered educational provider with Project Management Institute
- Transformed text-heavy project management training materials into a 600-slide PowerPoint presentation with unified visual themes (colors and icons), illustrative graphic organizers, and technical textual revisions
- Strengthened the BPG brand across its course offerings through updated graphics and technical revisions to other continuing education courses: Earned Value, Estimating and Measures, MS Project Professional, and Managing and Leading

- Performed configuration management of all course files and application files to facilitate storage and retrieval of electronic iterations of materials throughout the revision process
- Provided instructors with change summaries of course materials

Home and Hospital Instructor, Howard County Public Schools, Howard County, MD

Home and Hospital Instructor, Jan 2018 – present:

- Provide at-home instruction to 12 students in subjects including math, science English, history and Spanish and evaluate learning relative to objectives
- Communicate with classroom teachers regarding scope and sequence, learning objectives, content materials, and assessments
- Participate in regular re-evaluation meetings with parents and administrators
- Assign and submit final grades

Curriculum Review Committee, Sep 2018 - Jun 2020

- Review and recommend retention or removal of classroom or media center texts

Substitute Teacher, Oct 2017 – present:

- Construct lesson plans for 6th, 7th, and 8th grade Spanish courses
- Manage student data and course materials and communications using Canvas Learning Management System
- Experience at Reservoir High School, Glenelg High School, Glenwood Middle School, and Thomas Viaduct Middle School

AP Proctor, May 2017

- Followed detailed policies and procedures for fair administration of 7 AP exams to 200+ students at Reservoir High School in Fulton, MD

Technical Writer, Virginia Education Coalition (VEC), (2016)

Independent Contractor, Technical Writer, Dec 2016

- Designed brochure with infographics for distribution to legislators and educators summarizing results of the report “Educational Savings Accounts: Economic and Fiscal Impact Study on Rural Virginia Counties”
- Identified and implemented technical edits to 60-page report

Technical Writer, H&E Equipment Services (2005-2012)

- Constructed 200-page user guide, including rationales, how-to lists, and illustrated screen captures, to support training on and implementation of an iPad application written for the company's sales force; the application managed sales data including appointments, contacts, customer history, leads, equipment inventory, pricing information, quote generation, and sales quotas (2012)
- Worked closely with Information Technology department to write test plan for Quality Assurance version of iPad application (2012)
- Communicated regularly with developers in the IT department to understand the test versions and to provide feedback from the perspective of a user
- Organized confidential employee information and composed Executive Summary of Business Process Management procedure for use by CIO (2011)
- Wrote user guide to support training of sales force for implementation of data management software that tracked contacts, meetings, inventory, sales history and produced sales quotes (2005)

Writer, Close Up Foundation, (1998-2006)

- Authored teacher's guide to accompany Close Up's annual publication of Current Issues (2006)
- Authored teacher's guide, featuring objectives, lesson plans and activities, for an anthology of American literature, *Words of Ages* (2000)
- Marketed civic education programs to high school students, teachers, administrators, and parents
- Presented for various purposes (sales, education) in classrooms and at educator conferences in GA, LA, and SC

Technical Writer, Strategic Business Solutions, Inc., (2001)

- Assisted completion of an *Enterprise Information Architecture (EIA)* for Louisiana's Department of Transportation and Development
- Coordinated entry of information into document structure; edited document; diagrammed in Visio

PROFESSIONAL DEVELOPMENT

- **Online Course Development Institute (2015)** Completed George Mason University's six-week course for instructors to develop skills necessary to create a course site in Blackboard, including posting a syllabus, providing accessible

content, recording and posting videos, activities, and assignments

- **Curriculum Constructs and Assessments: Global Languages (2012)**
University of Phoenix's methodology course for teachers of world languages (MTE 550, 3.0 Credit Hours).
- **National Writing Project (2003)** Participated in the Southeastern Louisiana Writing Project's Summer Institute with a focus on strategies for incorporating writing into the classroom
- **Tech Trek (2000)** Received 50 hours of intensive training on technology-based strategies to support and enhance the teaching and learning process

Susan Parente

MS Eng. Mgmt., PMP, PMI-RMP, PMI-ACP

Business Performance Group, Inc.

637 North Illinois Street
 Arlington, VA 22205

Senior Instructor

Email: parente@s3-tec.com

Tel: (703) 328-7391

EXPERTISE AND SUMMARY:

- Over 27-years leading organizations in the private and public sectors, including supporting many Federal Agencies over 2 decades
- Delivered many large successful projects and programs in both the public and private sectors.
- Senior Instructor in project management, agile, risk management, and leadership
- Author of books and whitepapers on agile and risk management.



EDUCATION, ACADEMIC CREDENTIALS, & CERTIFICATIONS

Education:

- Master of Science, Engineering Management- Degree Concentration in Marketing of Technology, George Washington University, School of Engineering and Applied Science, Washington DC (2000)
- Bachelor of Science, Mechanical Engineering with Distinction, Biomedical Engineering Certificate, University of Rochester, School of Engineering, Rochester, NY (1995)

Certifications/Affiliations/Other:

- PMI Project Management Professional®, #415966, 2006
- PMI Risk Management Professional , #1438472, 2011
- PMI Agile Certified Practitioner, #1729215, 2014
- PMI Authorized Training Partner Instructor®, 2021
- Certified Information System Security Professional, 2007
- Certified Information System Security Professional, 2018
- Professional Scrum Master I (Scrum.org), 2017
- Certified Scrum Master (CSM®) (Scrum Alliance), 2017
- Certified Scrum Product Owner (CSPO®) (Scrum Alliance), 2017
- Scrum Fundamentals Certified (SFC™) (SCRUMstudy) 2020
- Scrum Developer Certified (SDC™) (SCRUMstudy) 2020
- Scrum Master Certified (SMC™) (SCRUMstudy) 2020
- Scrum Product Owner Certified (SPOC™) (SCRUMstudy) 2020
- SCRUMstudy Certified Trainer (SCT™) (SCRUMstudy), 2020

- SCRUMstudy Agile Master Certified (SAMC™) (SCRUMstudy), 2021
- RESILIA® Foundation (Cyber Resilience) (AXELOS), 2015
- Grateful Leadership® Certified Professional, 2019
- ITIL Foundations Certification, 2006

PROFESSIONAL EXPERIENCE

Principal Consultant/ Founder, S3 Technologies, LLC, (2010 to Present)

Principal Consultant for a technology consulting firm focusing on business system solutions for our clients, providing business system automation using information technology and providing project management and business support services, particularly in the areas of Agile project management, risk management, and Cybersecurity.

- Consultant/ SME on Risk Management and Agile project management practices
- Highly skilled at understanding, analyzing, and documenting strategic business needs and technical requirements
- Consulting and training services for private sector and Federal, including Census Bureau (Dept. of Commerce), Federal Student Aid (Dept. of Education), US Treasury, and Social Security Administration (Dept. of Health & Human Services), pharmaceutical industry
- Portfolio, Program, project, and enterprise Risk Management direction/ support
- Portfolio Manager (Practice Consultant) for Agile, Scrum, and IT (including IT Security) catalog of courses for training clients, using Kanban for project management
- Instructional Design for portfolio, project management, risk management, and Agile courses for professionals [classroom and web-based instructional design and development] (for university, individual corporate clients, and open enrollment courses)
- Design, development, and implementation of Risk Management Plans, Policies, and procedures, in support of a number of Federal agency clients
- Business planning, portfolio, program, and project management for numerous clients in: Federal government, construction, state government, software/ technology industry, health and fitness, and entertainment
- Train/ mentor clients (public & private) on Project/ Program Management, Agile Project Management, Risk Management, and Cybersecurity
- Design and implement Program/ Project recovery for failing programs and projects

George Mason University- School of Continuing and Professional Studies, VA Instructor, (2022 to Present)

- Instructor for Project Management, Agile Project Management, Risk Management, and other PM courses.

The University of Virginia- School of Continuing and Professional Studies, Instructor, (2017 to Present)

- Senior Instructor for Agile Project Management, Risk Management, and other PM courses
- Develop web-based (LMS) educational courses based on industry and professional requirements.

Montclair State University, NJ: MBA Program Adjunct Professor, (2017 to Present)

- Instructor for Project Risk Management Course for the Feliciano School of Business
- Develop web-based (LMS) educational courses based on industry and professional requirements.

Post University, CT: MBA Program Associate Faculty, (2011 to Present)

- Teach courses on Project, Portfolio, Agile, and Risk Mgmt. for MBA Program and Masters in PM
- Develop asynchronous web-based (LMS) educational courses, based on requirements analysis
- Development of the Project Management Concentration & Project Management Masters degree program working with the Program Director

Program Manager/ Project Manager, Alpha Omega Integration, (2021 to 2022)

Agile Transition Leadership: Leading DHS/ ICE's (Department of Homeland Security/ U.S. Immigration and Customs Enforcement)/ Homeland Security Investigations (HSI), Innovation Lab: Lead Agile Coach for an organizational transition to SAFe® (The Scaled Agile Framework®). Lead/ coach for implementing agile practices for HIS's Innovation Lab. Led team for Product Increment Planning by gathering and developing the planning for delivering customer requirements to meet the strategic vision and tactical client goals.

AOI Cyber Center of Excellent: Cyber Action Team Advisor/ Liaison

Agile Community of Practice: Lead for Contract

Transition Manager for USCG (US Coast Guard) cybersecurity contract providing ISSO support for assessment and ATO support of Information Systems Platform IT and Platform IT Systems. Special project work on the contract leadership team, supporting Client Account Management. Identified and managed the risks of contract transition to ensure continuous support of our client through contract transition and modification of the current contract supporting the USCG's Information Assurance Security Program (IASP).

Project Manager & PMO Lead, contract lead and PMO (Project/ Program Management Office) lead for Independent Verification and Validation (IV&V) support of FEMA

(Federal Emergency Management Agency) OCISO (Office of the Chief Information Security Officer). Project/ Program/ Portfolio Management:

- Developed scheduling best practices using both traditional and agile approaches to support the FEMA OCISO.
- Developed and documented the metrics program (using best practices from NIST, DHS, and FEMA security policies and procedures) for collection and analysis of weekly and monthly IV&V metrics for system assessments completed.
- Developed reporting for the Cybers Assessment Division (CAD) of the OCISO, including real-time dashboard reporting, and trend analysis in our monthly status reports.
- Facilitated working sessions with client personnel to identify, document, and implement business, functional and technical requirements.
- Provided tracking of IV&V for systems supported by the OCISO, including definition of KPIs, development of automation, and process development/ continuous improvement.

Southern New England Chapter (SNEC) of PMI: Board of Directors, (2010 to 2013)

- Governance Board: Corporate Secretary: support Governance for the Chapter Board of Directors
 - Management of Board of Directors documentation
- Marketing Portfolio Director, leading the Marketing team including Outreach, Communications, and PR/Branding
- As VP of Programs:
 - Re-design and implementation of the Programs Organization based on stakeholders' requirements analysis
 - Management and delivery of all meetings in Southern New England, including Fairfield County, CT, Hartford Area, CT, and Springfield, MA, interview and schedule of speakers for SNEC Programs

Technical Program Manager, Serco North America, (2003 to 2010)

Government contract management for DoD Contracts at WHS (Washington Headquarters Service)/ DFD (Defense Facilities Directorate)/ ITMD (Information Technology Management Directorate): Pentagon, Arlington, VA

- Program management of project teams, including vendor management for software development and business process analysis
- Perform business process analysis, re-engineering, requirements analysis, configuration management
- Direct planning, execution, and performance of projects based on Government KPIs
- Develop new business and formulate contract proposals and modifications
- Perform COTS evaluations/ analysis; manage system/UAT and validation of requirements

- Develop training documentation and training plans for user and system administrators

Principle Business Systems Analyst/ Senior Risk Manager supporting contract at DoD/MDA (Missile Defense Agency)/DOCN (US-NCR ITO)

Senior technical manager supporting the Regional IT Director/ Contracting Office Representative

Accomplishments:

- Planned, developed, implemented, and managed the integrated IT Risk Management program based on detailed requirements gathering and analysis of key stakeholders' needs and vision for the program
- Assessed IT security risks and implemented mitigation and contingency plans for these risks
- Implemented corporate Quality Assurance initiative for contract compliance
- Developed Enterprise Project Management Office Charter and program methodology

Product/ Project Manager and Information Management Consultant, MatrixOne, (2000 to 2003)

Product/ Project Manager and professional services information management consultant at MatrixOne, provider of Enterprise Internet Business Collaboration Software

- Managed development of web-based document management and business process applications
- Translated customer and engineering requirements into product design and definition
- Led team (including engineering, quality assurance, and customer support) to meet product release commitments
- Project leader and team member for systems implementation/integrations of software product lifecycle management (PLM) products

Technical Product Specialist/ Applications Engineer, Pulsecom (a subsidiary of Hubbell), (1995 to 2000)

Product Specialist and Applications Engineer for telecommunications hardware design and manufacturing company

- Manage projects for all product lines from corporate acquisition
- Coordinate intra-organizational actions (Engineering/ Operations/ QA) to resolve product issues
- Customer account management for the acquisition transition team



Design, develop, and implement the product reliability tracking and corrective action program

PUBLICATIONS

Tolbert, M. & Parente, S. (2020) "Hybrid Project Management: Using Agile with Traditional PM Methodologies to Succeed on Modern Projects" Business Expert Press.

Brown, D., Parente, S., et. al. (2019) "Global Hot Spots: How Project and Enterprise Risk Management Practices Drive Business Results Around the World"

Additional white papers and articles: list provided upon request

COMMUNITY SERVICE

- Volunteer Coach with First Tee (Youth Golf).
- Volunteering and community engagement on various projects.

Michael Sands, PMP

Business Performance Group, Inc.

9435 Lorton Market Street, Suite 231
 Lorton, VA 22079

Instructor

Email michael@ctrperf mastery.com
 Tel: (703) 786-0668

EXPERTISE AND SUMMARY:

- Twenty-five years of experience in management and leadership positions in US Army
- Over 16 years of experience as an instructor to adult learners
- 16 years of project management experience in a variety of projects
- 12 years of experience instructing at the college level



EDUCATION, ACADEMIC CREDENTIALS, & CERTIFICATIONS

Education:

- Leadership Coaching Program, Georgetown University, 2011
- MA (Organizational Management) University of Phoenix, 1990
- BA (Psychology) Indiana University of Pennsylvania, 1980

Certifications/Affiliations/Other:

- PMI Project Management Professional (PMP)[®], #43872, 2002
- PMI Authorized Training Partner Instructor[®], 2021
- Certified Professional in Business Process Management, 2021
- PROSCI[®] Change Management Practitioner, 2019
- Professional Certified Coach (PCC), 2017
- Certified Leadership Coach (CLC), 2011

PROFESSIONAL EXPERIENCE

Mr. Sands has over 30 years of experience in project management, organization development, and quality management in both the public and private sectors. Mr. Sands' experience in the public sector includes over 20 years in defense intelligence as both an active duty and reserve US Army Officer, which included significant project management and general leadership responsibilities. As an Army officer, he led numerous projects, from the creation of new organizations to the implementation of complex IT programs. As a consultant, Mr. Sands has supported organizations seeking ISO 9000 certification, quality improvement outcomes, the establishment of project management methodologies, and organizational change. He has delivered over 5000 contact hours in live training in project management, quality management, leadership, and team development.

President, Sands Consulting Group (1991-1999) and (2007-present).

President and founder of Sands Consulting Group, a firm that provides training and consulting solutions to promote leadership development, improved project management, and performance improvement.

Instructor, Georgetown University (2018-present). Serve as mentor-coach to leadership coaches-in-training. Oversee the learning and development of assigned mentees.

Instructor, George Mason University (2007-present). Provides both open enrollment and contract training to public- and private-sector companies and individuals. Courses taught include: Essentials of Project Management; Project Estimating, Measures, and Controls; Managing and Leading Teams; Negotiation and Conflict Resolution; Managing Risk; Applied Earned Value; and Project Management Professional Examination Preparation.

Instructor, Northern Virginia Community College (2007- 2009). Trained students in the subject of Project Management.

Instructor, USDA Graduate School (1996, 1999). Trained students in the subject of Quality Management.

Instructor, Office of Personnel Management (1991-1996). Trained students in the subjects of Quality Management and Project Management,

Consultant, Tooh Dineh Industries. (1994-1995). Assisted this electronics manufacturing firm establish work processes and related documentation in support of a successful ISO 9000 certification. Documented procedures and work instructions for numerous processes within the company.

Consultant, Burr Brown Corporation (1994). Guided client in the redesign of their chip manufacturing business processes. Consulted with key stakeholders to identify steps in the current process, business rules, key performance indicators, and related metrics. Created a process map to identify “As-Is” process activities. Guided the Burr Brown Team in the measurement of process capability; analyzed collected data, and performed a gap analysis to identify discrepancies between the current process and desired process capability. Recommended redesign of processes based on data obtained and developed an implementation plan for placing revised processes into operations.

Consultant, City of Dallas HR Department (1994-1995). Mentored Process Action Team (PAT) in reducing the processing time for claims administration. Met with key stakeholders to create an “As-Is” process map which was used to measure process cycle time and establish baseline process performance. Identified nonvalue-added activities, and successfully implemented changes, leading to a reduction in process cycle time.

Consultant, Gallup Indian Medical Center (1993-1995). As a consultant to senior management, he facilitated the planning and implementation of a staffing reorganization.

Project Director and Deputy Commander, US Army, Fort Belvoir, VA (2003-2006). Mr. Sands led the creation of a new Army organization from its inception to official activation. He directed the planning, and oversaw the execution of the project, including creating work processes, establishing the physical workspace, and hiring of new personnel. Mr. Sands also led the development of multiple projects to establish internal controls and safety procedures.

Program Manager, Camp Smith, HI, US Army (2000-2003). Mr. Sands led the successful development of user-level requirements for multi-echelon automated targeting applications supporting joint services and coalition organizations in the Pacific region. In this multi-million-dollar program, Mr. Sands oversaw staffing of user requirements for each service and negotiated trade-offs to create a set of functional requirements. He monitored the progress of database integration with the targeting application to ensure it was mission capable. Coordinated with the national-level program management office to ensure consistency with worldwide requirements.

COMMUNITY SERVICE

Mentor, Untouchables Mentor Program (2013 to present). Server as a mentor to inner city youth. Provide guidance on life skills, general academics, and other personal development topics.

Alan Zucker, MA, PMP, PMI-ACS, CSP

Business Performance Group, Inc.

637 North Illinois Street
 Arlington, VA 22205

Instructor

Email: alan@pmessentials.us
 Tel: (703) 850-7881

EXPERTISE AND SUMMARY:

- Over 25 years leading organizations in Fortune 100 companies
- Delivered thousands of successful projects
- Instructor in project management, agile, and leadership
-



EDUCATION, ACADEMIC CREDENTIALS, & CERTIFICATIONS

Education:

- George Washington University School of Business and Management, Masters Certificate, Information Technology Project Management
- M.A (Economics), University of Maryland, 1986
- B.A. (Economics), The George Washington University, 1984

Certifications/Affiliations/Other:

- PMI Project Management Professional[®], #1443144, 2011
- PMI Agile Certified Professional[®], #2088370, 2017
- PMI Authorized Training Partner Instructor[®], 2020
- Disciplined Agile Senior Scrum Master[®], 2021
- Disciplined Agile Coach[®], 2020
- Disciplined Agile Instructor[®], 2020
- Scaled Agile Program Consultant[®], 2020
- Certified Scrum Professional[®], 2019
- Advanced Certified Scrum Master[®], 2019
- Scaled Agilist[®], 2017
- Certified Scrum Master[®], 2015

PROFESSIONAL EXPERIENCE

Founding Principal, Project Management Essentials, (2016-present).

- Provide training and consulting services on project management and leadership:
- Provide advisory consulting services to clients in managing large programs, project organizations, and Agile transformation
- Develop and deliver training topics ranging from fundamentals of project management to advanced Agile and leadership training to corporate and non-profit organizations
- Provide project management, Lean, Agile, and DevOps instruction through

internationally recognized professional development organizations

- Deliver keynote addresses at conferences and serve as a podcast guest
- Demonstrate thought leadership through regular articles on project management, and being quoted in the industry press
- Developed two on-line asynchronous Agile project management classes

Instructor, University of Georgia, (2020-present).

- Instructor at University of Georgia, Center for Continuing Education:
- Developed 36-hour Project Management Certification Program and Agile project management training curriculum

Instructor, George Mason University, (2019-present).

- Instructor at George Mason University, Continuing Professional Education Program:
- Developed Agile project management training curriculum
- Provide instruction in the Project Management Certificate Program

Instructor, Northern Virginia Community College, (2019-2022).

- Adjunct instructor at Northern Virginia Community College:
- Revised and updated Project Management curriculum to be compliant with current industry standards and practices
- Provide instruction in the Workforce Development Project Management Program

Senior Director of Project Management, Fannie Mae, (2006-2017).

- Led a large, centralized, project management services organization supporting over 80% of Fannie Mae's software development projects:
- Managed an organization of eleven managers and 170+ project management professionals responsible for delivering nearly 1,000 releases per year, with a \$30M departmental development budget
- Delivered bundled development services including: Portfolio and Project Management, Agile Transformation, Scrum, DevOps Engineering, Functional Testing, and Test Automation
- Led an Agile transformation. Over an 18-month period all projects embraced Agile principles and accelerators and 60% adopted Scrum or Kanban methodologies
- Created a mission statement that focused on 'project execution excellence' and 'project leadership'. Established performance metrics to support these goals:
- Reduced average project management costs by over 60%

- Improved client satisfaction by 30%
- Established knowledge management and development programs resulting in over 75% of the resources being PMP® and Scrum certified
- Managed large programs with budgets up to \$125M and over 600 resources, spanning multiple business and technology organizations

Senior Manager, Finance PMO; MCI Communications (2003-2006)

Managed critical and high-visibility projects for MCI's CFO organization:

- Managed an organization of 12 senior project professionals
- Managed the \$50M capital budget and planning process for the CFO organization
- Led a cross-functional team to reduce MCI's legal entities resulting in an annual savings of \$25M
- Managed a program to accelerate the monthly financial close process from 10 to 5 business days; the four-month effort was completed one month ahead of schedule

COMMUNITY SERVICE

- Advisory Board Member, Project Management for Change, 2022 to present
- Reviewer, Project Management Institute, Project Management Book of Knowledge (PMBOK)®, Seventh Edition Public Exposure Draft, 2021
- Reviewer, Project Management Institute, Project Management Book of Knowledge (PMBOK)®, Sixth Edition Public Exposure Draft, 2016
- Reviewer, Project Management Institute, Organizational Project Management Maturity Model (OPM3)®, Third Edition Public Exposure Draft, 2012
- Congregation Etz Hayim, Board Member, (2001-2009), Treasurer (2003-2008)



APPENDIX D - LETTERS OF RECOMMENDATION



March 20, 2012

George Mason University
Purchasing Department
4441 George Mason Boulevard
4th Floor, Suite 4200
Fairfax, VA 22030

Re: Request for Proposal GMU-761-2, Multiplatform Training Development: (1)

Dear Sir or Madam -

I am pleased to highly recommend Business Performance Group, Inc., (BPG) to George Mason University as a project management training program provider.

As President of Energy Solutions' Long-Term Stewardship subsidiary, I took BPG's Project Management Professional® (PMP®) examination preparation course in January, 2011, and successfully passed the examination the first time I sat for it. I quickly realized the potential value of the PMP® designation in competing for federal work and its practical value in managing our company's billion-dollar, technically complex, high-risk nuclear plant decommissioning projects. Because of my in-class experience, I retained BPG to provide exam preparation, risk management, and earned value training to my subsidiary's senior-management and middle-management team. We have implemented the principles we learned to develop a \$1B project plan to decommission the Zion Nuclear plant. This plan was well-received by our client, Exelon, one of the largest commercial nuclear plant licensees in the United States. Based on this success, Energy Solutions is in the process of extending the training to other Energy Solution subsidiaries.

Features that distinguished BPG included:

- For our Oak Ridge and Zion staff, BPG tailored three courses to our needs and taught them to students who were experienced project managers but with no prior formal exposure to the PMI model.
- Because BPG is a PMI registered education provider, we were confident that the course met PMI standards.
- The instructors not only demonstrated strong subject matter knowledge, but brought to the classroom their practical understanding of business and, in one case, specific technical knowledge of our industry. This allowed them to relate concepts to practical application, which made the training more meaningful.
- The instructors worked with students, after the course was complete, to assist them in preparing for the PMI PMP® examination.



I highly recommend that you engage them to provide your project management training programs.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Christian', is written over a light blue horizontal line.

John Christian
President, Long Term Stewardship, LLC
Energy Solutions, LLC

Education Alliance, LLC

6141 Tompkins Drive
McLean, VA 22101
571-212-3966
cluheey@aol.com

January 28, 2020

Re: Reference for BPG

I had the privilege to work with BPG for almost 10 years in their capacity as Mason's partner in developing and delivering project management courses and certificate programs for the George Mason University Office of Continuing Professional Education. That partnership was highly successful because of the unique expertise of BPG, its principles, and its instructors. Let me elaborate:

1. BPG was THE subject matter expert for the program. They developed the course content to align with the core competencies articulated by the Professional Management Institute. What set their approach apart was their focus on translating the content in immediately applicable concepts. All course instructors are accomplished professionals with deep business experience to demonstrate real-world applications.
2. BPG was a complete partner. They actively participated in the development and execution of the entire program, from market research to promotion strategies and market positioning. We held regular meetings to collaboratively address actions to increase the program's success. They developed an Executive Certificate program as a means to create a longer continuum of programs for project managers as they took on more responsibilities within their companies.
3. The ability of BPG to analyze gaps of knowledge and skills within a company was extremely valuable as Mason met with corporate executives to deliver on-site education and training. They developed analytical tools for the corporate executives to identify their own performance gaps and then developed tailored program content to address those gaps.
4. BPG was generous in sharing its professional network. This included establishing a Project Management Advisory Council that involved former and current clients helping to identify emerging business trends to translate into cutting-edge education courses. They actively participated in the Washington area professional organizations (such as PMIWDC, ATD, and WIT). Their Registered Education Provider certification was the gateway to Mason obtaining the Global Registered Education Provider certification.
5. BPG principles participated in Mason's Open Online Course Development Institute to qualify two of its staff in the development and delivery of Mason online courses. This was done at their initiation, at their own investment, and their own commitment to continuous improvement.

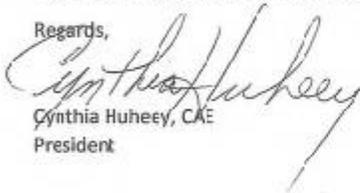
6. BPG excels at customer service. The instructors are available throughout the course time and frequently stay after class to help participants review concepts where they have outstanding questions. They were especially conscientious with students participating in the Project Management Professional certification preparation courses. Not only were they available at the time of the class, the instructors shared personal contact information for students to use as they completed their exam preparation. They also were available to help students express their experience in ways that conformed to the standards required by the PMI application and the reviewer interpretations.

The level of care and the quality of product delivery from BPG set the standard for Mason OPCE in its work with other vendors. While Mason did not generally use the term partner, BPG was a partner. That is the only word to fully describe the relationship. They cared as much, if not more, than Mason about the success of the program.

Should I be in a position to partner with BPG again, I would do so eagerly and without hesitation or reservation.

I am available to discuss this reference and recommendation as necessary or helpful.

Regards,



Cynthia Huheey, CAE
President

Kate Leeds-Brody, CSM

1322 Quail Ridge Dr.
Reston, VA 20194
Phone: (703) 481-0939 ♦ ktea84@gmail.com

January 23, 2020

Dear RFP Review Committee:

It gives me great pleasure to enthusiastically recommend the Business Performance Group, Inc., (BPG), to fulfill the requirements outlined in the statement of needs in RFP GMU-1632-20.

Over the course of my 6 year tenure with Executive and Professional Education, and in particular my last 18 months as Acting Executive Director, I had the opportunity to work closely with BPG to relaunch Project Management open enrollment offerings, as well as continue to cultivate sales opportunities and contracts with the Executive and Professional Education sales team.

During this time, I recognized that BPG had an established and collaborative partnership that extended across and beyond my tenure with the organization. Throughout this partnership, BPG was instrumental in writing proposals, drafting course delivery schedules, updating course content, and providing sales support when requested.

The instructors that work with BPG are consummate professionals who have applicable real world experience that coalesces with their expertise to produce courses that not only deliver effective content, but also engage attendees at all levels of their careers including those who have recently graduated and are looking to build skills toward a professional certification.

BPG effectively maintained Executive and Professional Education's Global REP certification throughout my tenure with the organization, and they are well versed in navigating the complexities of the associated PMI requirements. They have adeptly worked with the EPE team to develop and deliver new and revised project management courses in line with ever-changing certification requirements. Just prior to my departure, BPG was working to launch courses in Agile to add to their portfolio of offerings.

My experience working with BPG was extremely positive in that they strive to produce a superior product and make a positive impact on the learning of every individual. They would make a great addition to your portfolio of vendors who can provide meaningful education and skills to help Mason students and professional adult learners alike continue their education after their baccalaureate experiences.

If you have any questions concerning this matter, please don't hesitate to contact me. I may be reached at the letterhead address or by telephone at (703) 481-0939. E-mail may be directed to ktea84@gmail.com.

Sincerely,



Kate Leeds-Brody, CSM



APPENDIX E – COURSE AND INSTRUCTOR EVALUATIONS



Q1 Name (Optional):

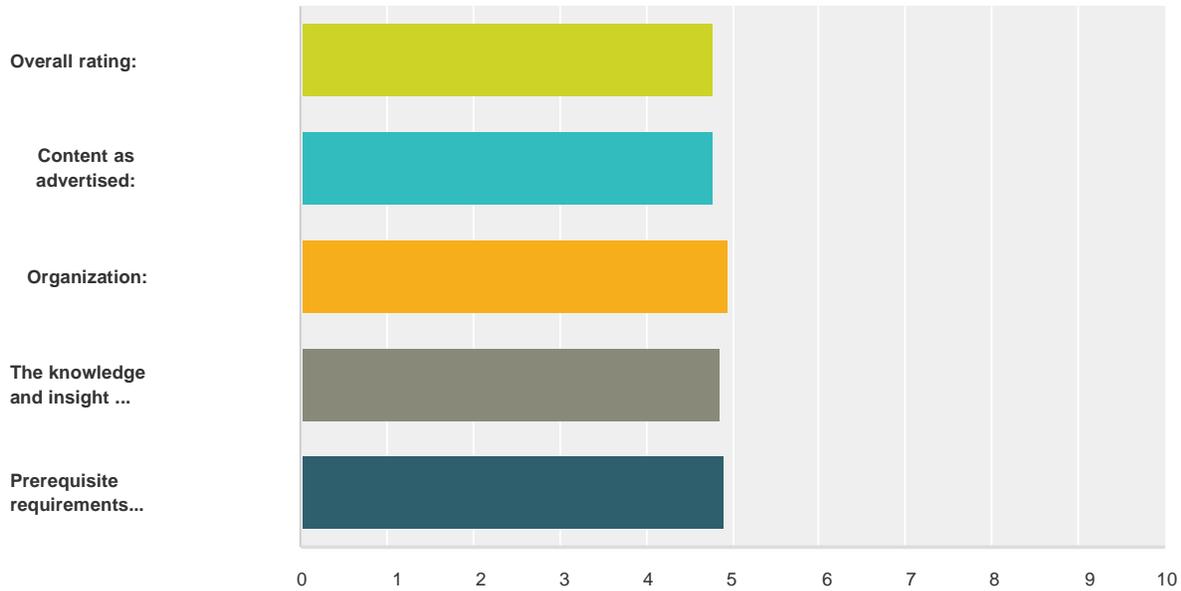
PMP 0400 C52 - Essentials of Project Management

Answered: 3 Skipped: 10

#	Responses	Date
1	Bruce Bailey	10/14/2015 8:18 PM
2	Jennifer Hurs	10/9/2015 10:20 AM
3	COL JIM MCGOVERN	10/8/2015 7:28 PM

Q2 COURSE

Answered: 13 Skipped: 0

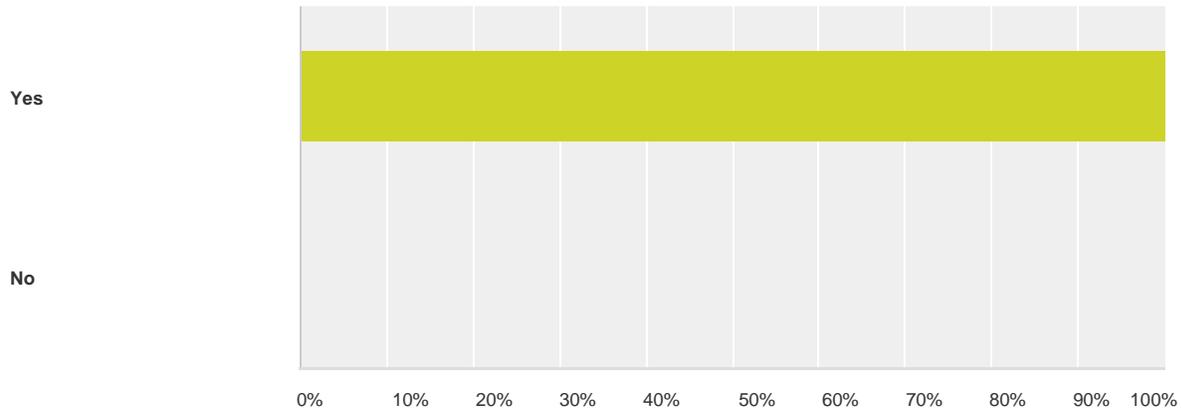


	Excellent	Good	Fair	Below Average	Poor	N/A	Total	Weighted Average
Overall rating:	76.92%	23.08%	0.00%	0.00%	0.00%	0.00%	13	4.77
Content as advertised:	76.92%	23.08%	0.00%	0.00%	0.00%	0.00%	13	4.77
Organization:	92.31%	7.69%	0.00%	0.00%	0.00%	0.00%	13	4.92
The knowledge and insight I gained will enhance my job performance:	84.62%	15.38%	0.00%	0.00%	0.00%	0.00%	13	4.85
Prerequisite requirements were appropriate and sufficient:	66.67%	8.33%	0.00%	0.00%	0.00%	25.00%	12	4.89



Q3 Did this course meet your expectations?

Answered: 13 Skipped: 0



Answer Choices	Responses
Yes	100.00%
No	0.00%
Total	13

#	Please comment:	Date
1	I learned the discipline of carefully projecting or planning, organizing, motivating and controlling resources to achieve specific goals and meet specific success criteria.	10/10/2015 12:34 AM
2	Great material, great book! Good job!	10/8/2015 8:14 PM
3	Course materials were comprehensive and subject matter material was well organized.	10/8/2015 7:24 PM
4	Bruce did a great job delivering and completing the course material with us!	10/8/2015 3:59 PM

Q4 What content, if any, would you recommend be covered more thoroughly?

Answered: 5 Skipped: 8

#	Responses	Date
1	The instructor did a great job of highlighting topics of greater relevance to PM. Focus was also placed on topics we would expect to see on the exam.	10/14/2015 8:18 PM
2	Practice exercises	10/9/2015 11:07 AM
3	Bruce did a great job providing the overview of project management.	10/9/2015 10:20 AM
4	N/A	10/8/2015 6:32 PM
5	N/a	10/8/2015 4:21 PM



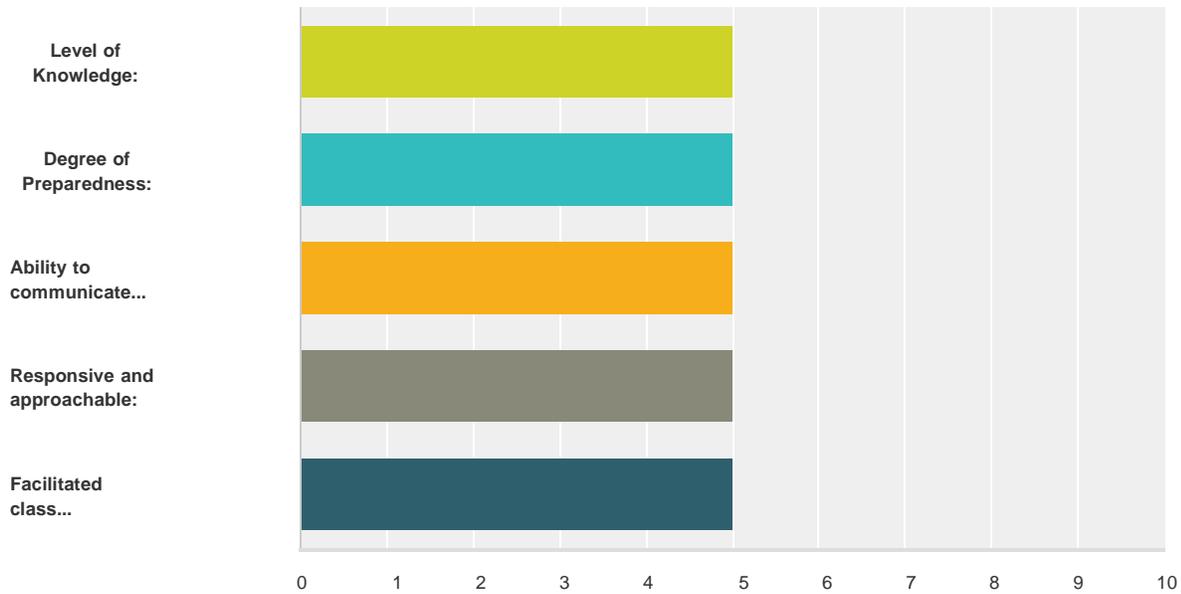
Q5 What additional courses would you like to see offered by George Mason University?

Answered: 2 Skipped: 11

#	Responses	Date
1	Since I'm just starting down this career path, the curriculum appears to sit my needs	10/14/2015 8:18 PM
2	Business Analysis Certification Program	10/8/2015 8:14 PM

Q6 INSTRUCTOR

Answered: 13 Skipped: 0



	Excellent	Good	Fair	Below Average	Poor	N/A	Total	Weighted Average
Level of Knowledge:	100.00% 13	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	13	5.00
Degree of Preparedness:	100.00% 13	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	13	5.00
Ability to communicate materials effectively:	100.00% 13	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	13	5.00
Responsive and approachable:	100.00% 13	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	13	5.00
Facilitated class participation:	100.00% 13	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	13	5.00

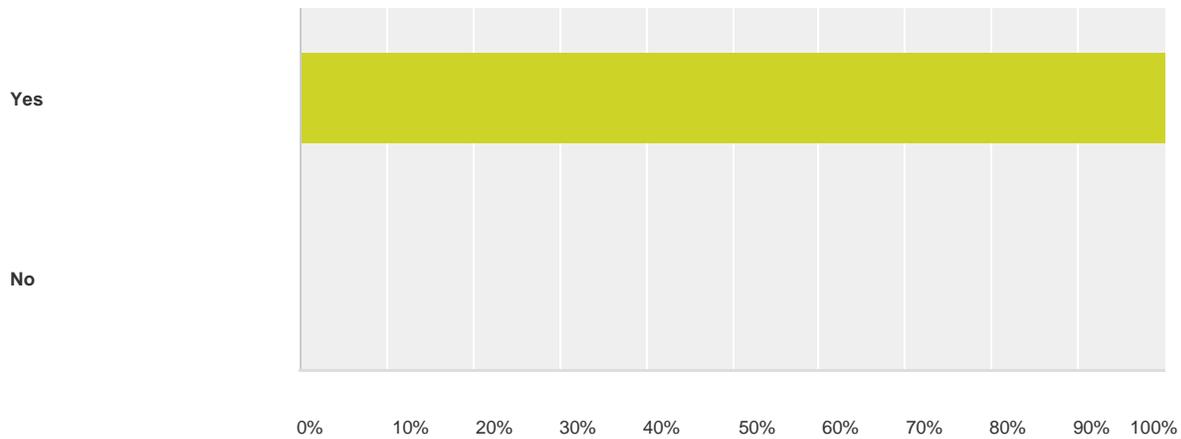
#	Additional Comments:	Date
1	[REDACTED] is, without doubt, one of the best instructors I've ever had.	10/14/2015 8:18 PM



2	Bruce was outstanding. He is an excellent teacher and perfect teacher for all the PM courses that he had thought, including, PM 0400, PMP Prep, PM Estimating. I like his style and he was very professional. I truly enjoyed all of the courses that I took with him. He delivered the materials on time, efficiently and effectively. He made time to address our, the students questions, give a lot of real world scenarios to help us better understand, and made himself available during break and/or end of class	10/8/2015 8:14 PM
3	An outstanding instructor	10/8/2015 6:32 PM
4	Awesome instructor	10/8/2015 4:21 PM
5	Bruce is fantastic! The best.	10/8/2015 10:44 AM

Q13 Would you recommend this course to others?

Answered: 13 Skipped: 0



Answer Choices	Responses
Yes	100.00%
No	0.00%
Total	13

#	Please comment:	Date
1	These classes are outstanding.	10/10/2015 12:34 AM
2	No doubt.	10/8/2015 8:14 PM
3	Good foundational course in Project Management with excellent tools for helping Project Managers perform their jobs.	10/8/2015 7:24 PM



Q14 GENERAL COMMENTS, SUGGESTIONS, OR TESTIMONIALS:

Answered: 3 Skipped: 10

#	Responses	Date
1	I suggest that we minimize the ten minute break every hour and lunch should be just a 30 minute event. I would prefer if these classes end between 3:00 and 4:00 PM.	10/10/2015 12:34 AM
2	Great Job!	10/8/2015 8:14 PM
3	With attendees permission, it would be a good networking tool to have a list of course attendees names and contact information.	10/8/2015 7:24 PM



PMP.0402.C49.Project.Estimating.Measures.and.Controls

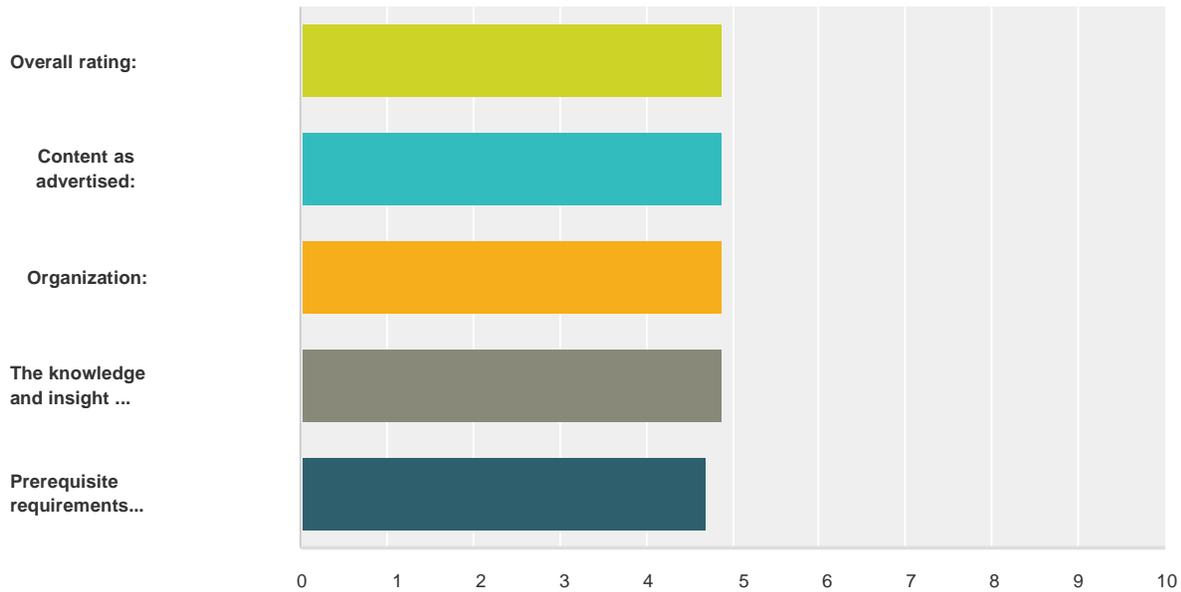
Q1 Name (Optional):

Answered: 2 Skipped: 5

#	Responses	Date
1	David Howell	10/26/2015 7:53 AM
2	Rozin Badeges	10/23/2015 8:32 AM

Q2 COURSE

Answered: 7 Skipped: 0



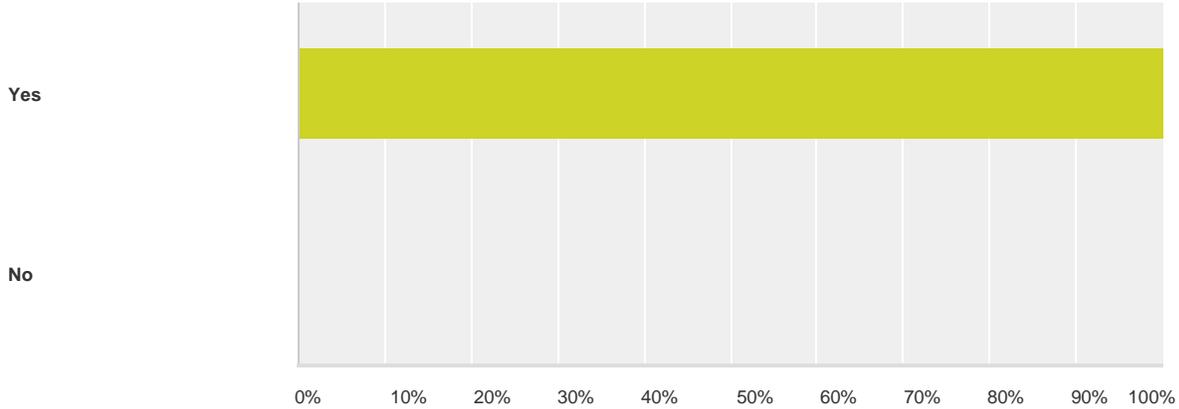
	Excellent	Good	Fair	Below Average	Poor	N/A	Total	Weighted Average
Overall rating:	85.71% 6	14.29% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	4.86
Content as advertised:	85.71% 6	14.29% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	4.86
Organization:	85.71% 6	14.29% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	4.86
The knowledge and insight I gained will enhance my job performance:	85.71% 6	14.29% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	7	4.86



Prerequisite requirements were appropriate and sufficient:	57.14% 4	28.57% 2	0.00% 0	0.00% 0	0.00% 0	14.29% 1	7	4.67
--	--------------------	--------------------	-------------------	-------------------	-------------------	--------------------	---	------

Q3 Did this course meet your expectations?

Answered: 7 Skipped: 0



Answer Choices	Responses
Yes	100.00%
No	0.00%
Total	7

#	Please comment:	Date
1	I am moving into an EVM oversight group at work and this course provided vital review necessary to quickly become a contributing member of the team.	10/26/2015 7:53 AM
2	Principals of estimating, measures, and controls were sound and will be useful to me in my career. Additionally, course materials will serve as a resource reference for future use.	10/23/2015 8:51 AM
3	Bruce did a great job of making complex formulas and other information easier to understand.	10/22/2015 1:54 PM

Q4 What content, if any, would you recommend be covered more thoroughly?

Answered: 1 Skipped: 6

#	Responses	Date
1	How to apply EVM in an Agile environment.	10/26/2015 7:53 AM



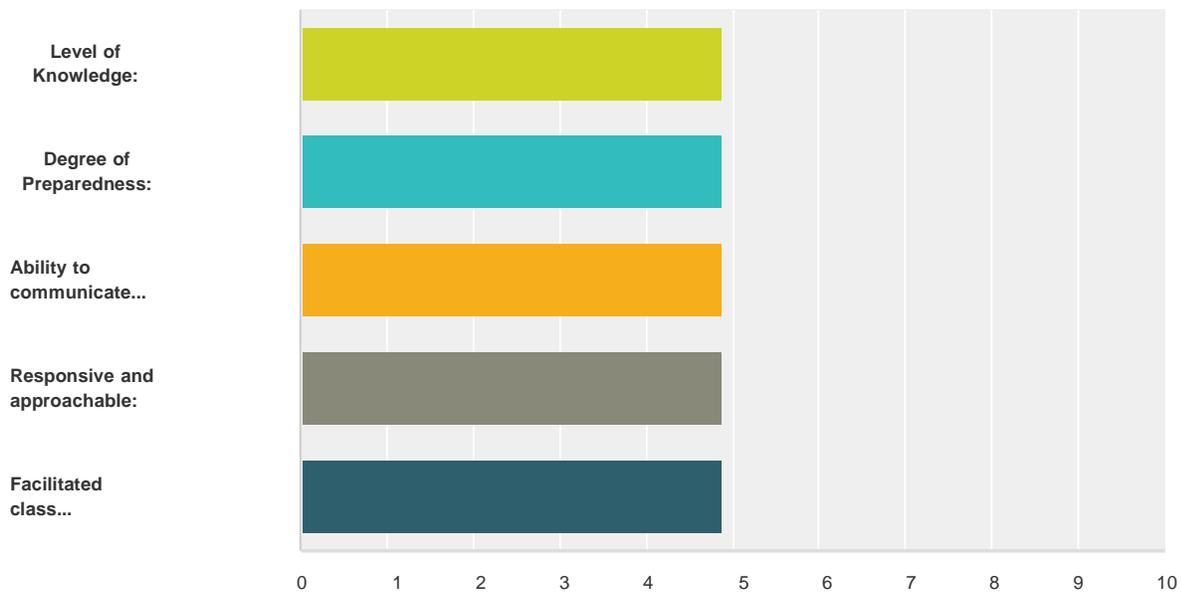
Q5 What additional courses would you like to see offered by George Mason University?

Answered: 1 Skipped: 6

#	Responses	Date
1	I originally signed up for the Big Data Leadership course, I am hoping that interest grows and this education opportunity is supported through dedicated participation.	10/26/2015 7:53 AM

Q6 INSTRUCTOR

Answered: 7 Skipped: 0



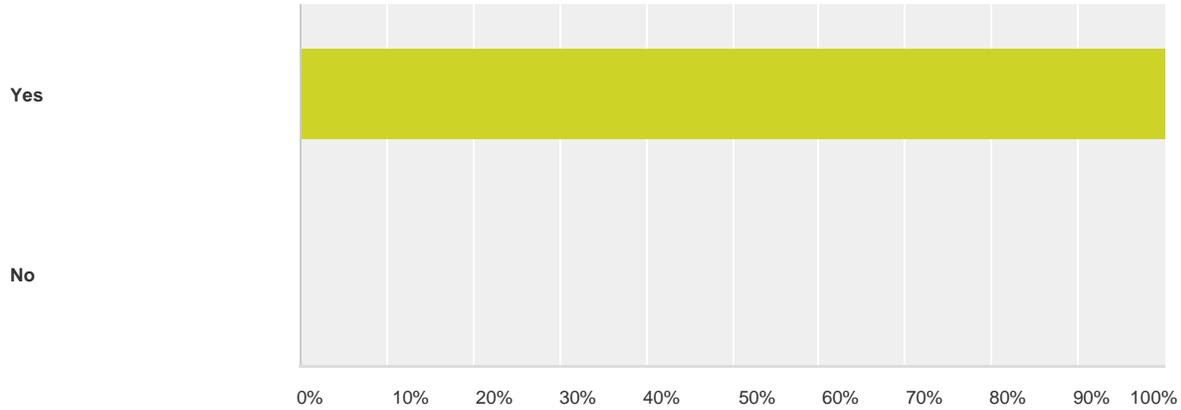
	Excellent	Good	Fair	Below Average	Poor	N/A	Total	Weighted Average
Level of Knowledge:	85.71%	14.29%	0.00%	0.00%	0.00%	0.00%	7	4.86
Degree of Preparedness:	85.71%	14.29%	0.00%	0.00%	0.00%	0.00%	7	4.86
Ability to communicate materials effectively:	85.71%	14.29%	0.00%	0.00%	0.00%	0.00%	7	4.86
Responsive and approachable:	85.71%	14.29%	0.00%	0.00%	0.00%	0.00%	7	4.86
Facilitated class participation:	85.71%	14.29%	0.00%	0.00%	0.00%	0.00%	7	4.86

#	Additional Comments:	Date
1	Bruce, great instructor	10/22/2015 9:38 AM



Q13 Would you recommend this course to others?

Answered: 5 Skipped: 2



Answer Choices	Responses
Yes	100.00%
No	0.00%
Total	5

#	Please comment:	Date
	There are no responses.	

Q14 GENERAL COMMENTS, SUGGESTIONS, OR TESTIMONIALS:

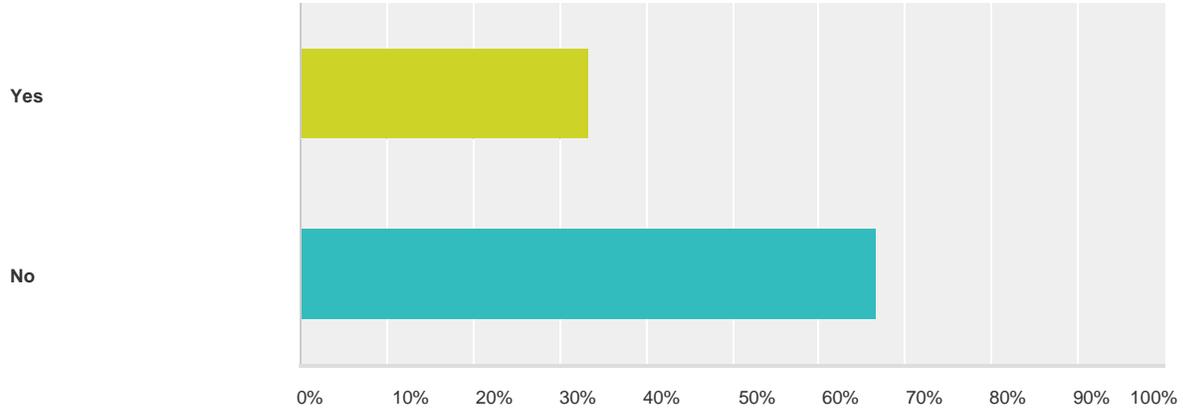
Answered: 1 Skipped: 6

#	Responses	Date
1	Great overview of program cost estimating and control. I look forward to taking additional courses as the opportunity becomes available.	10/20/2015 7:53 AM



Q15 If the previous comments or suggestions are a testimonial, may we use your name?

Answered: 3 Skipped: 4



Answer Choices	Responses
Yes	33.33%
No	66.67%
Total	3

#	If yes, please type your name in the text box below.	Date
	There are no responses.	



PMP.0403.C53.Managing.and.Leading.Teams.

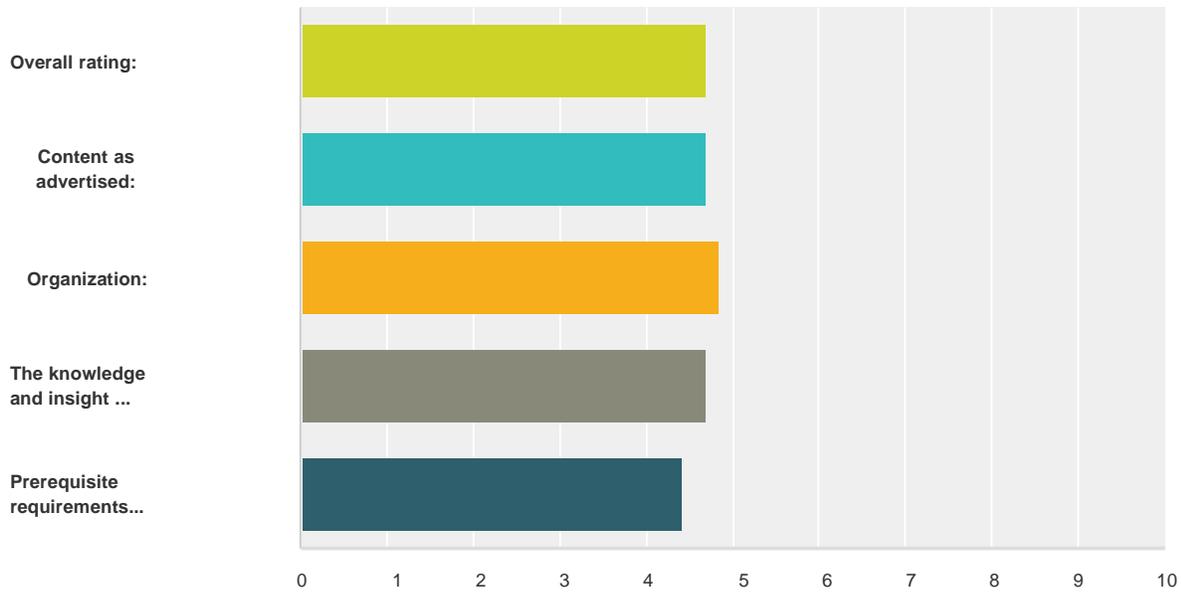
Q1 Name (Optional):

Answered: 2 Skipped: 4

#	Responses	Date
1	Leon Hojnack	5/25/2016 6:07 PM
2	Jeff Woods	5/25/2016 2:58 PM

Q2 COURSE

Answered: 6 Skipped: 0

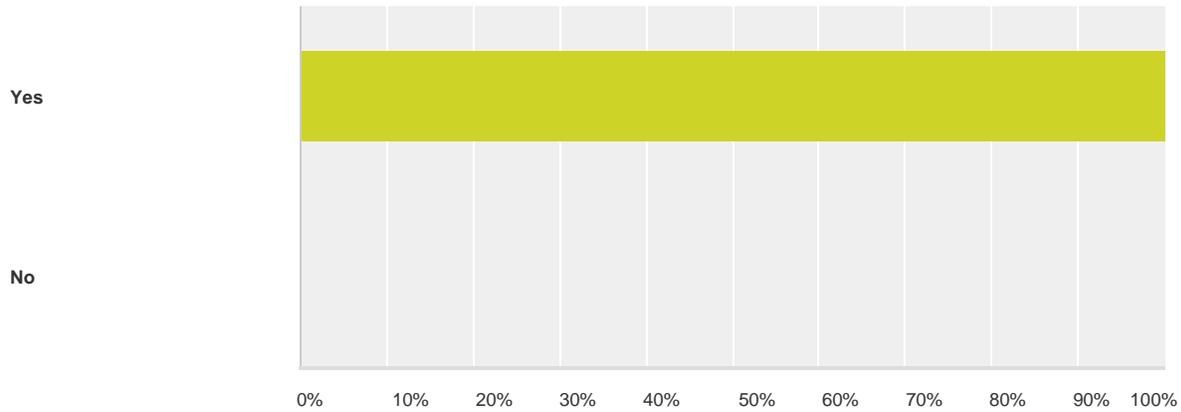


	Excellent	Good	Fair	Below Average	Poor	N/A	Total	Weighted Average
Overall rating:	66.67% 4	33.33% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	4.67
Content as advertised:	66.67% 4	33.33% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	4.67
Organization:	83.33% 5	16.67% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	4.83
The knowledge and insight I gained will enhance my job performance:	66.67% 4	33.33% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	4.67
Prerequisite requirements were appropriate and sufficient:	50.00% 3	16.67% 1	16.67% 1	0.00% 0	0.00% 0	16.67% 1	6	4.40



Q3 Did this course meet your expectations?

Answered: 6 Skipped: 0



Answer Choices	Responses
Yes	100.00%
No	0.00%
Total	6

#	Please comment:	Date
1	Great foundation on leading and managing teams.	5/25/2016 3:35 PM
2	I can immediately apply the concepts	5/25/2016 3:33 PM

Q4 What content, if any, would you recommend be covered more thoroughly?

Answered: 3 Skipped: 3

#	Responses	Date
1	The course is on Managing and Leading Teams. I thought there would be more discussion of Management vs Leadership. There was about 15 or 20 minutes of discussion off of the professor's half page of notes. Not enough discussion time allotted in my opinion.	5/25/2016 6:07 PM
2	Terminations	5/25/2016 3:35 PM
3	Generational differences and friction in the workplace	5/25/2016 2:58 PM

Q5 What additional courses would you like to see



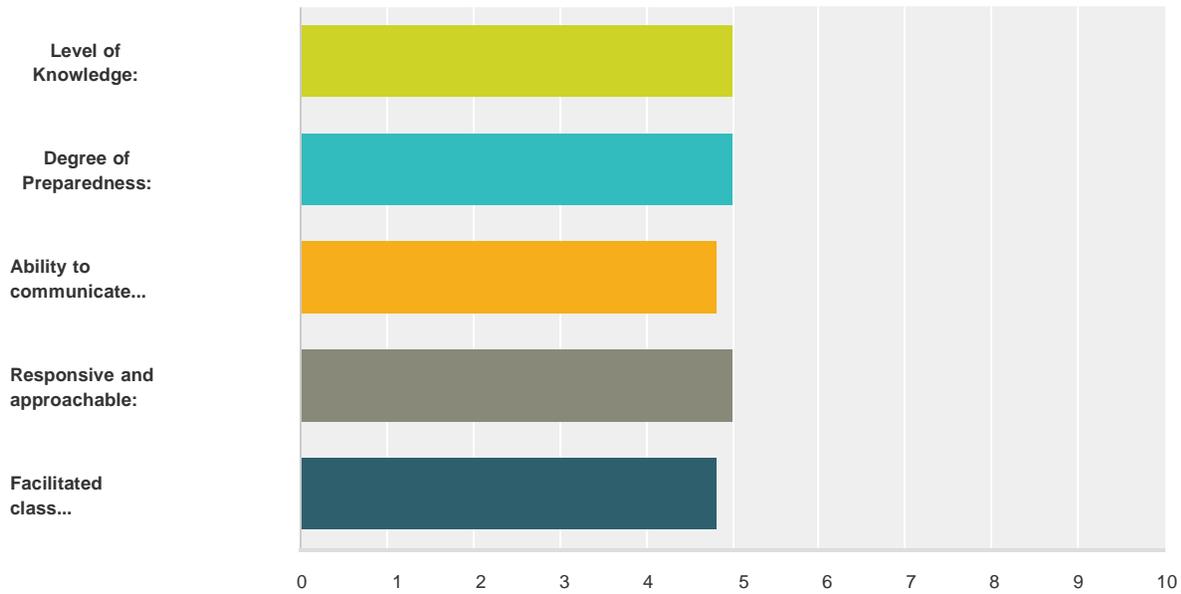
offered by George Mason University?

Answered: 2 Skipped: 4

#	Responses	Date
1	None	5/25/2016 6:07 PM
2	None	5/25/2016 3:35 PM

Q6 INSTRUCTOR

Answered: 6 Skipped: 0



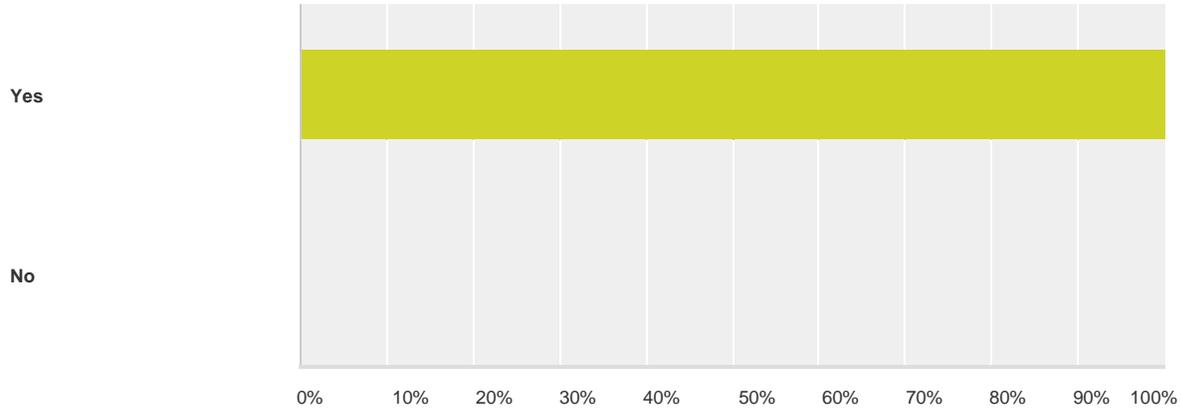
	Excellent	Good	Fair	Below Average	Poor	N/A	Total	Weighted Average
Level of Knowledge:	100.00% 6	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	5.00
Degree of Preparedness:	100.00% 6	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	5.00
Ability to communicate materials effectively:	83.33% 5	16.67% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	4.83
Responsive and approachable:	100.00% 6	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	5.00
Facilitated class participation:	83.33% 5	16.67% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	6	4.83

#	Additional Comments:	Date
1	good instructor!	5/26/2016 2:14 PM
2	Very practical. Great facilitator. Great examples for many leadership concepts.	5/25/2016 3:35 PM



Q13 Would you recommend this course to others?

Answered: 6 Skipped: 0



Answer Choices	Responses
Yes	100.00%
No	0.00%
Total	6

#	Please comment:	Date
1	So far, this is my second course.	5/25/2016 6:07 PM

Q14 GENERAL COMMENTS, SUGGESTIONS, OR TESTIMONIALS:

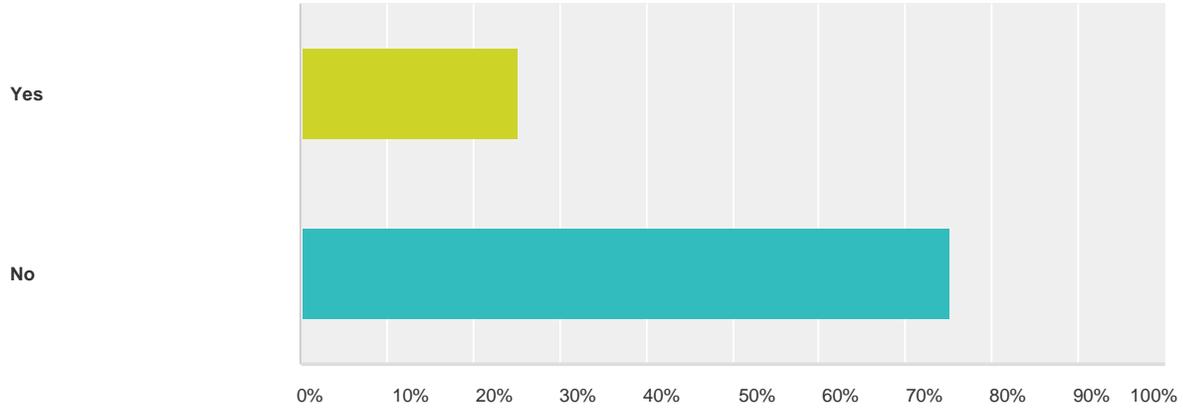
Answered: 2 Skipped: 4

#	Responses	Date
1	This course was good. After 20 years in the Army and 14 in Industry, there was not a lot new learned. It was good to share and mentor the other students however.	5/25/2016 6:07 PM
2	n/a	5/25/2016 3:34 PM



Q15 If the previous comments or suggestions are a testimonial, may we use your name?

Answered: 4 Skipped: 2



Answer Choices	Responses
Yes	25.00%
No	75.00%
Total	4

#	If yes, please type your name in the text box below.	Date
	There are no responses.	





PMP 0401 C66 - Project Management Certification: PMP Exam Preparation

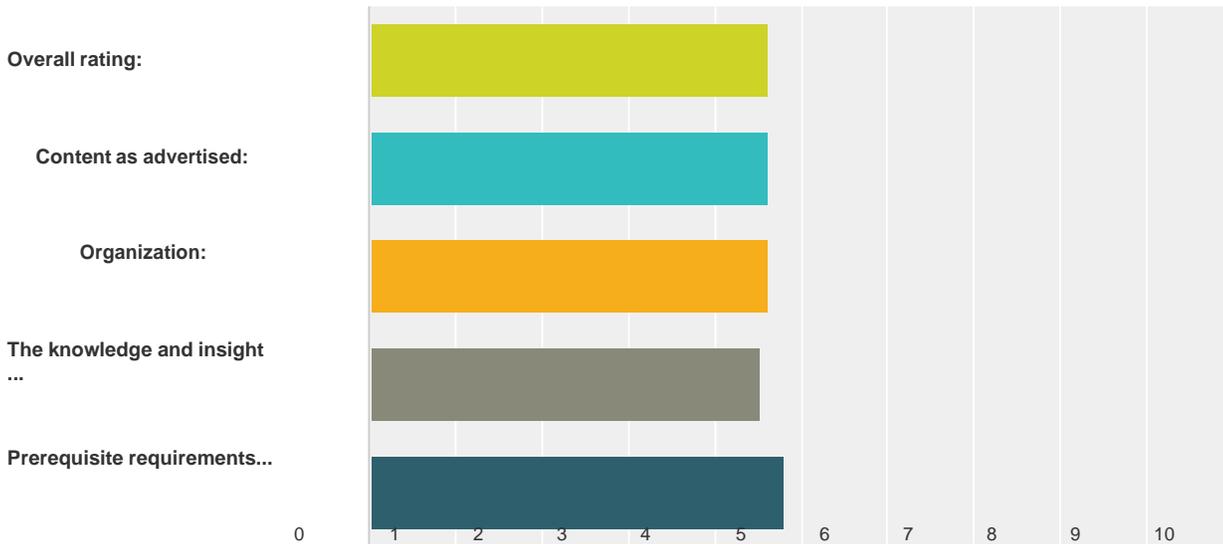
Q1 Name (Optional):

Answered: 4 Skipped: 6

#	Responses	Date
1	Jennifer L Brezovic	7/17/2015 4:15 PM
2	PMP Exam Prep	7/17/2015 4:06 PM
3	Daniel Lopez	7/17/2015 4:06 PM
4	Nancy Bodyk	7/17/2015 3:33 PM

Q2 COURSE

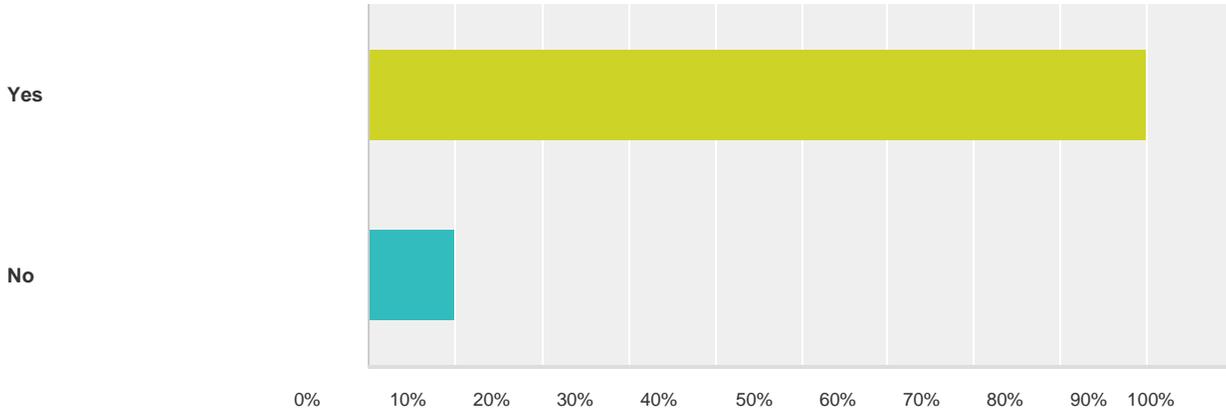
Answered: 10 Skipped: 0



	Excellent	Good	Fair	Below Average	Poor	N/A	Total	Weighted Average
Overall rating:	60.00% 6	40.00% 4	0.00% 0	0.00% 0	0.00% 0	0.00% 0	10	4.60
Content as advertised:	60.00% 6	40.00% 4	0.00% 0	0.00% 0	0.00% 0	0.00% 0	10	4.60
Organization:	60.00% 6	40.00% 4	0.00% 0	0.00% 0	0.00% 0	0.00% 0	10	4.60
The knowledge and insight I gained will enhance my job performance:	60.00% 6	30.00% 3	10.00% 1	0.00% 0	0.00% 0	0.00% 0	10	4.50
Prerequisite requirements were appropriate and sufficient:	70.00% 7	20.00% 2	0.00% 0	0.00% 0	0.00% 0	10.00% 1	10	4.78

Q3 Did this course meet your expectations?

Answered: 10 Skipped: 0



Answer Choices	Responses
Yes	90.00%
No	10.00%
Total	10

#	Please comment:	Date
1	Didn't realize how much more I would have to study afterwards.	7/19/2015 12:49 PM
2	You don't need a survey for a class Michael Sands teaches. I'm confident you know that he's a Rock Star!	7/18/2015 9:29 AM
3	More than expected and I feel confident in my preparation for the PMP!!!!	7/17/2015 4:15 PM
4	Great class that managed my expectations.	7/17/2015 4:06 PM
5	Instructor provided an easy way to look at putting this material together to assist in taking the exam.	7/17/2015 3:33 PM

Q4 What content, if any, would you recommend be covered more thoroughly?

Answered: 5 Skipped: 5

#	Responses	Date
1	Relationships mapping to knowledge areas.	7/19/2015 12:49 PM
2	Michael completely covered what you need to know in order to prepare for the PMP Exam (which is the objective of this course).	7/18/2015 9:29 AM
3	NA	7/17/2015 4:15 PM
4	Walk through a forward and backward pass and show the math.	7/17/2015 3:33 PM
5	Costs	7/17/2015 2:54 PM

Q5 What additional courses would you like to see offered by George Mason University?

Answered: 2 Skipped: 8

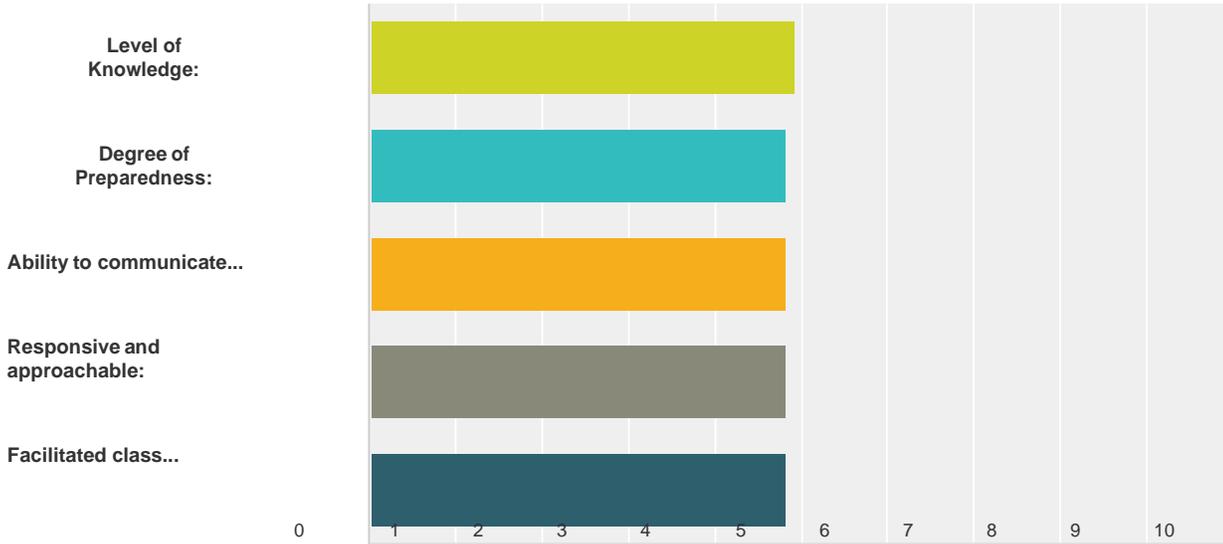
#	Responses	Date
---	-----------	------



1	NA	7/17/2015 4:15 PM
2	Not sure, will have to check on what else you provide.	7/17/2015 3:33 PM

Q6 INSTRUCTOR

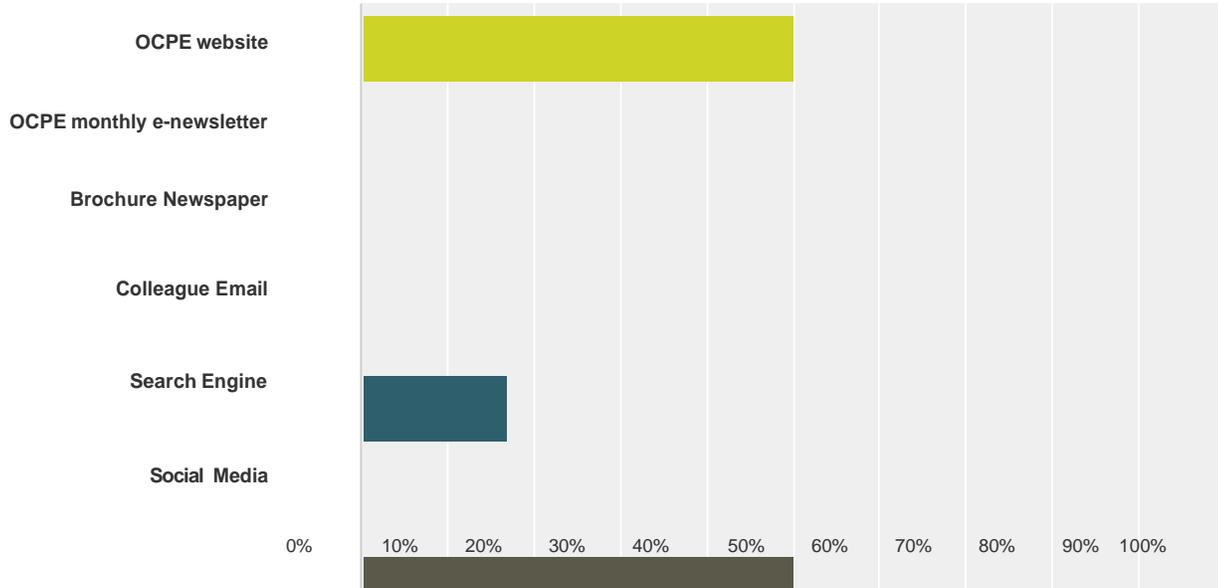
Answered: 10 Skipped: 0



	Excellent	Good	Fair	Below Average	Poor	N/A	Total	Weighted Average
Level of Knowledge:	90.00% 9	10.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	10	4.90
Degree of Preparedness:	80.00% 8	20.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	10	4.80
Ability to communicate materials effectively:	80.00% 8	20.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	10	4.80
Responsive and approachable:	80.00% 8	20.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	10	4.80
Facilitated class participation:	80.00% 8	20.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	10	4.80

#	Additional Comments:	Date
1	Substitute instructor wasn't as good as the permanent instructor.	7/19/2015 12:49 PM
2	Is there a category above Excellent for "Facilitated class participation" ? Great dynamic, appropriately moderated, one of the better learning environment experiences I have had.	7/18/2015 9:29 AM
3	Michael does a great job keeping the students engaged. He is clear about what needs to be studied for the exam.	7/17/2015 4:06 PM
4	Instructor was very helpful in providing ways to digest this material and view it from a less daunting task.	7/17/2015 3:33 PM

Q7 ADMINISTRATION



Answer Choices	Responses
OCPE website	50.00%
OCPE monthly e-newsletter	0.00%
Brochure	0.00%
Newspaper	0.00%
Colleague	16.67%
Email	0.00%
Search Engine	50.00%
Social Media	0.00%

Total Respondents: 6

#	Other (please specify)	Date
1	VA Employment	7/17/2015 4:15 PM
2	Google search	7/17/2015 4:07 PM

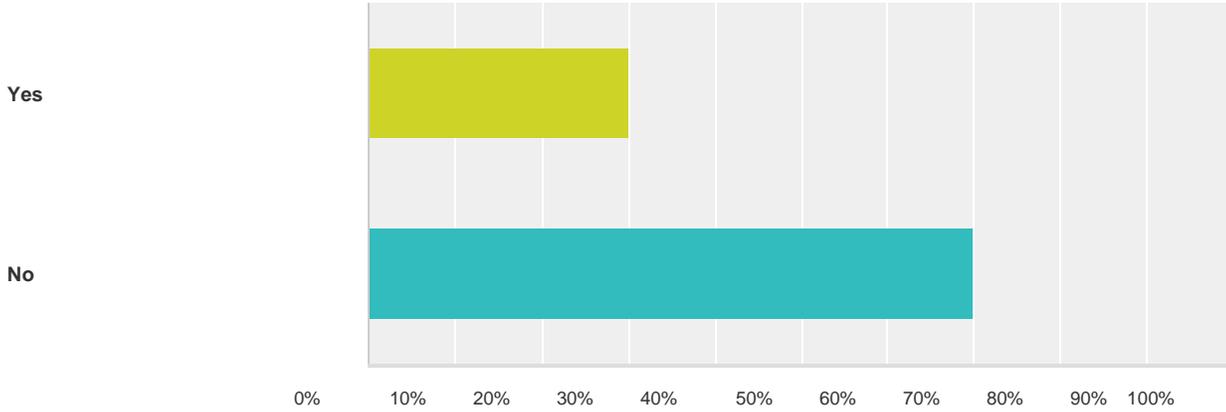
Q9 What professional publication(s)/association(s) do you subscribe / belong to?

Answered: 6 Skipped: 4

#	Responses	Date
1	HIMSS	7/19/2015 12:49 PM
2	Toastmasters, PMI, Homeland Security	7/17/2015 4:15 PM
3	None	7/17/2015 4:08 PM
4	PMI	7/17/2015 4:06 PM
5	AFCEA/Signal; VFW; American Legion; AUSA; Signal Corps Association; Military Officers of America Association	7/17/2015 3:33 PM
6	IIE	7/17/2015 2:54 PM

Q10 Would you like to receive our monthly e-newsletter? (If yes, please include your e-mail address below)

Answered: 10 Skipped: 0

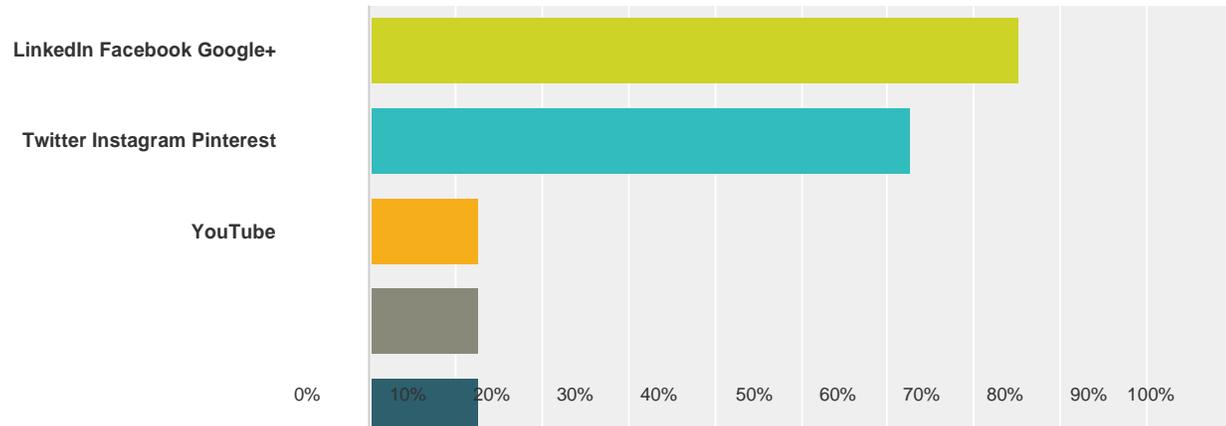


Answer Choices	Responses
Yes	30.00% 3
No	70.00% 7
Total	10

#	Email:	Date
1	vedoran@gmail.com	7/18/2015 9:29 AM
2	llBreeze65@gmail.com	7/17/2015 4:15 PM
3	tbodyk@masonlive.gmu.edu	7/17/2015 3:33 PM

Q11 What are your preferred social media platforms?

Answered: 8 Skipped: 2



Answer Choices	Responses
LinkedIn	75.00%

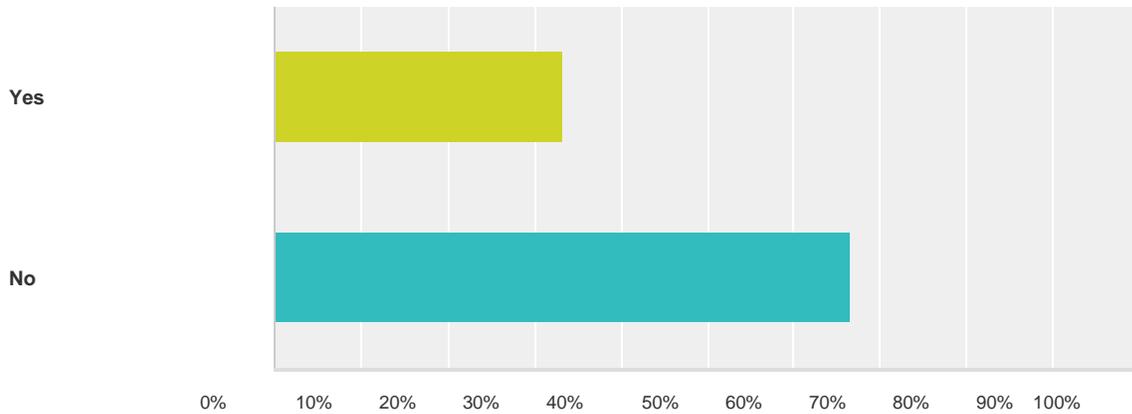


Facebook	62.50%
Google+	12.50%
Twitter	12.50%
Instagram	12.50%
Pinterest	12.50%
YouTube	12.50%
Total Respondents: 8	

#	Other (please specify)	Date
	There are no responses.	

Q12 Would your company benefit from this program? If yes, whom should we contact?

Answered: 9 Skipped: 1

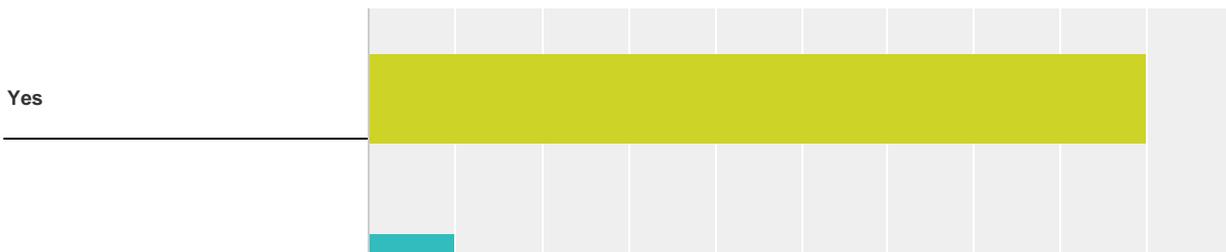


Answer Choices	Responses
Yes	33.33%
No	66.67%
Total	9

#	Name, Company and Contact Information:	Date
1	The Strategic Link	7/17/2015 4:15 PM

Q13 Would you recommend this course to others?

Answered: 10 Skipped: 0





No



Answer Choices	Responses
Yes	90.00%
No	10.00%
Total	10

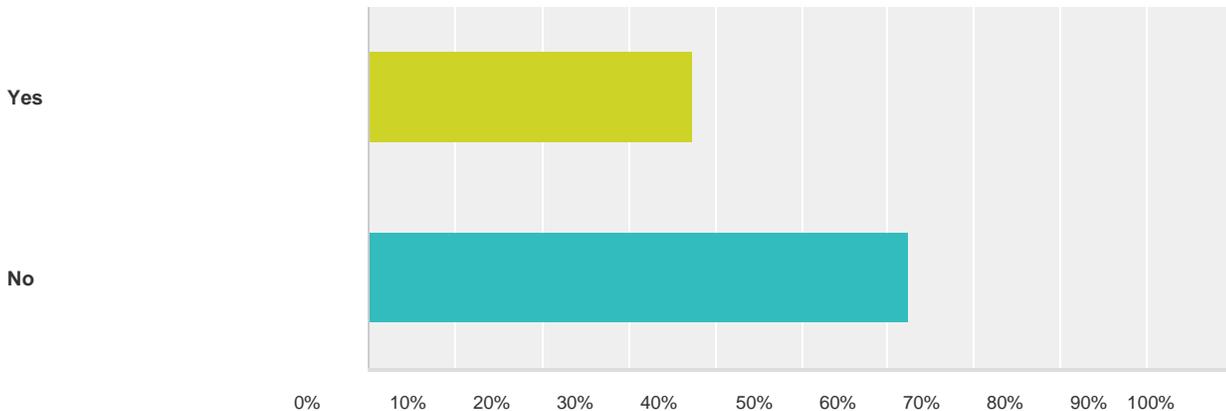
Q14 GENERAL COMMENTS, SUGGESTIONS, OR TESTIMONIALS:

Answered: 4 Skipped: 6

#	Responses	Date
1	Overall good class.	7/19/2015 12:49 PM
2	Michael Sands is top notch! In his class you will be able to receive and understand what you need to know in order to prepare for and pass the PMP exam. I would highly recommend his class to someone who values their time and needs to pass the exam on their first attempt.	7/18/2015 9:29 AM
3	NA	7/17/2015 4:15 PM
4	Class was well taught and structured. The instructor helped us understand the linkage between the many different processes.	7/17/2015 3:33 PM

Q15 If the previous comments or suggestions are a testimonial, may we use your name?

Answered: 8 Skipped: 2



Answer Choices	Responses
Yes	37.50%
No	62.50%



Total	8
--------------	----------

#	If yes, please type your name in the text box below.	Date
1	Brian D.	7/18/2015 9:29 AM



APPENDIX F – REQUIREMENTS CROSS REFERENCE MATRIX

APPENDIX F – REQUIREMENTS CROSS REFERENCE MATRIX

Requirement ID	Description	RFP Reference	Proposal Page No.
Req 1	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.	RFP XI	45
Req 2	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.	RFP XI.A, RFP XI.B.1	45
Req 3	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	RFP XI.A, RFP XI.B.2	46
Req 4	Provide student experience within the course to support and encourage transfer and application of course content.	RFP XI.B.3	48
Req 5	Provide tangible marketing support such as participating in local PMI chapter events and information sessions, and other promotional outreach activities to generate additional students.	RFP XI.B.4	52
Req 6	Provide no fee substantive content for use in CPE newsletters/website and other uses to promote program	RFP XI.B.5	54
Req 7	Courses must be pre-approved for Professional Development Units (PDUs) or meet the requirements for same and any additional credential entities for project managers	RFP XI.B.6	54
Req 8	Understand and comply with all University, federal, state compliance, regulations and guidelines related to student recruitment, interactions, data or financial matters.	RFP XI.B.7, RFP ATT B	25, 55
Req 9	The Continuing and Professional Education unit requires support from professional training experts to help our students and professional adult learners continue their education after their baccalaureate experiences.	RFP XI.B.7	55
Req 10	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.	RFP XII	69
	Signed Certification Page	RFP XIII.B.1.a	9
	Attachment A – Small Business Contracting Plan	RFP XIII.B.1.b	21
	Payment Preference	RFP XIII.B.1.c	19
	Executive Summary (2 pages)	RFP XIII.B.2	5-6
	General Firm Background Information (3 pages)	RFP XIII.B.3	39-40
Req 11	Provide references demonstrating significant work with US public and international universities.	RFP XIII.B.4.a	59
Req 12	Provide references demonstrating high quality of training offerings.	RFP XIII.B.4.b	59
Req 13	Provide evidence of unique knowledge regarding the professional education market in the DMV (District, Maryland, and Virginia).	RFP XIII.B.4.c	60
Req 14	Provide evidence of excellent student services beyond curricular experiences.	RFP XIII.B.4.d	60



Requirement ID	Description	RFP Reference	Proposal Page No.
Req_15	Describe previous or current partnerships with large public and non-profit universities, particularly in the areas of continuing education.	RFP XIII.B.4.e	61
Req_16	Explain your specific plans for providing the proposed services outlined in the Statement of Needs including: (a) your approach to services described herein and (b) what, when and how the services will be performed.	RFP XIII.B.5.a-b	63
Req_17	Please state your payment preference in your response.	RFP XVI	62
Req_18	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.	RFP XIII.B.7	62