



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

GMU STANDARD CONTRACT
GMU-1673-21-01

This Contract entered on this 21st day of January 2021 by Clark Hill, PLC hereinafter called "Contractor" (located at: 210 Carnegie Center, Ste 102, Princeton, NJ 08540) and Commonwealth of Virginia, George Mason University hereinafter called "Mason".

- 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 sexual misconduct title IX hearing and appeal services as set forth in the Contract Documents.
- III. PERIOD OF CONTRACT:** One (1) year from date of award with four (4) successive one (1) year options available. Unless otherwise modified or deleted contract will automatically renew each year. This contract shall not exceed five (5) years.

IV. PRICE SCHEDULE: Hourly rates as follows:

A.	Member/Senior Counsel Appeals only:	\$385.00
B.	Member/Senior Counsel:	\$365.00
C.	Senior Attorney/Senior Associate:	\$350.00
D.	Associate/Jr Associate:	\$325.00
E.	Paralegal:	\$115.00

Prices include all overhead and travel expenses.

- V. CONTRACT ADMINISTRATION:** Brent Ericson, Assistant Dean/Director, Office of Student Conduct, University Life, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators 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: Net 30.

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

- A. This signed form;
- B. RFP No. GMU-1673-21, in its entirety (incorporated herein by reference);
- C. Contractor's proposal dated 8/12/20 (incorporated herein by reference);
- D. Contractor's revised proposal dated 12/4/20 (incorporated herein by reference).

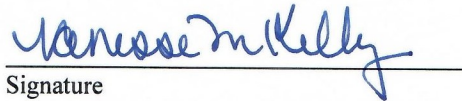
- VIII. GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of

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.

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

Clark Hill, PLC


Signature

Name: Vanessa M. Kelly

Title: Member

George Mason University

James F. Russell

Digitally signed by James F.
Russell
Date: 2021.01.21 10:41:26 -05'00'

Signature

Name: _____

Title: _____