



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

STANDARD CONTRACT
GMU-DR1024-24-01

This Contract entered on this 15.00 day of April, 2025 (Effective Date) by Employment Practices Solutions, Inc. hereinafter called "Contractor" (located at 539 W. Commerce Street #780, Dallas Texas 75208) and George Mason University hereinafter called "Mason," or "University".

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

II. SCOPE OF CONTRACT: The Contractor shall provide internal investigative services and hearing officer services to the Human Resource (HR) department and Office for Diversity, Equity, and Inclusion (herein after "ODEI") of George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

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

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Employment Practices Solutions	Pricing
First five (5) engagement	\$400/hour
Subsequent engagements	\$375/hour
One-on-One Coaching/Training (Minimum engagement of eight (8) hours)	\$400/hour

For investigative engagements a minimum time of 1/10 hour is charged for work performed, even though the actual time expended may be less. Work in excess of 1/10 hour is billed in increments of 1/10 of an hour.

Group Training Mode	Duration	Price
Face-to-Face	Up to 2 Hours	\$4,000
Face-to-Face	2-4 Hours	\$5,500
Face-to-Face	4+ Hours	\$7,500
Virtual	Up to 2 Hours	\$3,500
Virtual	2-4 Hours	\$5,000
Virtual	4+ Hours	\$7,000

For in-person engagements that do not contain overnight travel, travel time outside of a 50-mile radius of Contractor's office will be paid at one-half of Contractor's standard hourly rate. When overnight travel is conducted, in lieu of hourly rates for travel time, Mason will pay Contractor a flat travel fee of \$250 for each 24-hour period, plus per diem travel expenses.

Per diem will only be reimbursed in accordance with GSA per diem rates.

- V. CONTRACT ADMINISTRATION:** Regina Ryder, Employee Relations Consultant, of the Human Resources department, 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:** Paymode-X, Net30. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 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 Contract;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated March 17, 2025 (attached);
 - D. RFP No. GMU-DR1024-24 in its entirety (attached);
 - E. Contractor's proposal dated November 21, 2024 (attached).
- VIII. GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ **23.1-1000** et seq.) of Title 23.1 of the Code of Virginia, and the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

needed.

X. STANDARD TERMS AND CONDITIONS:

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

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

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

on behalf such Party.

- H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to Mason upon request. Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at Mason's sole discretion. Contractor shall immediately remove any Personnel from Mason's premises upon Mason's request. 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. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of

the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;

- b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
- 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
 - 1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

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

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

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

1. Commercial General Liability Insurance in an amount not less than one million dollars (\$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 one million dollars (\$1,000,000) per occurrence; and
4. An umbrella/excess policy in an amount not less than three million dollars (\$3,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

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

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

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

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

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: 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 non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall 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 Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

- GG. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. 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%, whichever is lower.
 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%, whichever is lower.
- JJ. 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/>.
- KK. 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.

- LL. 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.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. 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.
- OO. SWaM CERTIFICATION: Intentionally Removed.
- PP. 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.

QQ. 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.

RR. 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.

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

Employment Practices Solutions Inc.

Signed by:

Charlotte Cole Kirk

0C27C046E8C54C3...

Signature

Name: Charlotte Cole Kirk

Title: Director of Operations & Consulting

Date: 4/15/2025

George Mason University

DocuSigned by:

James Russell

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Signature

Name: James Russell

Title: Purchasing Director

Date: 4/15/2025

**Data Security Addendum for inclusion in GMU-DR1024-24-01 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Employment Practices Solutions Inc. (“Selected Firm/Vendor”) dated 13.00 April 2025 (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
- d. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **“Security Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS)

within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

The following security audit requirements apply to Selected Firm/Vendor's email and file sharing system, Microsoft 365 and Progress ShareFile. Selected Firm/Vendor will request and provide Microsoft 365's and Progress ShareFile's audits, vulnerability scans, tests, and SOC 2 Type II audit report as stipulated below:

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

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

Employment Practices Solutions Inc.

Signed by:

Signature 0C27C046E6C54C3...

Name: Charlotte Cole Kirk

Title: Director of Operations & Consulting

Date: 4/15/2025

George Mason University

DocuSigned by:

Signature 2F61E096C77E4DC...

Name: James Russell

Title: Purchasing Director

Date: 4/15/2025

March 17, 2025

Charlotte Cole Kirk
Director of Corporate Operations – *ckirk@epspros.com*
Employment Practices Solutions Inc.
539 W. Commerce Street, #780
Dallas, TX 75208-1953

SUBJECT: Negotiations for RFP GMU-DR1024-24 – Internal Investigative Consulting Services

Dear Charlotte Cole Kirk:

We have reached the point in the evaluation process where we are ready to start negotiations/clarifications as provided for in Section XIII, B of the subject RFP. Therefore, we would appreciate your response to the following statements and questions, by responding within this document and maintaining the Word formatting.

- 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. Can your organization provide a reduced hourly rate for services and training? Are there any additional financial or value-added incentives for Mason that can be provided by your organization? Please complete the chart below.

Employment Practices Solutions	Proposed Pricing	Additional Discounted Pricing
First five (5) engagement	\$400/hour	See below.
Subsequent engagements	\$375/hour	See below.
Coaching/Training	\$400/hour	See below.

Employment Practices Solutions Inc. Response:

Employment Practices standard hourly rate is \$450-\$475, depending on the level of the investigator/trainer. Thus, the \$400/hour rate for the first five (5) engagements, the \$375/hour rate for subsequent engagements, and the \$400/hour coaching and training rate represents a significant discount (17%-20+%) from our existing market rates. Given the increased costs EPS is encountering for its business activities over the last several years, we are not able to extend a deeper discount.

Mason Response: Accepted.

- 2. Mason proposes the following language for travel: “For in-person engagements that do not contain overnight travel, travel time outside of a 50-mile radius of the investigator’s Employment Practices Solutions (EPS) office will be paid at one-half the investigator’s standard hourly rate. When overnight travel is conducted, in lieu of hourly rates for travel time, Mason will pay EPS a flat travel fee of \$250 for each 24-hour period, plus per diem travel expenses.”

Employment Practices Solutions Inc. Response:

What Mason is proposing above regarding is satisfactory to EPS.

Mason’s Response: Accepted.

3. Will Employment Practices Solutions agree to meet with Mason before the start of each case to ensure you can meet Mason's specific needs in managing the case? Please confirm that your organization can participate in such meetings at no additional cost to Mason.

Employment Practices Solutions Inc. Response:

Yes, EPS agrees to make its Director of Operations or President available to meet with Mason prior to the start of each case to ensure we meet Mason's specific needs in managing the case at no additional cost to Mason.

Mason's Response: Accepted.

4. Can your organization ensure that any questions and/or materials that will be used in the case are sent in advance for review and approval?

Employment Practices Solutions Inc. Response:

Yes, EPS can ensure that any questions and/or materials that will be used in the case are sent in advance to the designated Mason point of contact on the matter for review and approval. The questions can also be included in the investigation plan that is developed for Mason's approval. Materials would be a part of coaching/training engagements; providing these materials in advance of the coaching/training engagement for approval is also part of our standard process.

Mason's Response: Accepted.

5. As a contractor of George Mason University, you are expected to abide by University policies, including Policies 1201 and 1202 (<https://universitypolicy.gmu.edu/all-policies/>), which requires individuals who become aware of possible Prohibited Title IX Conduct or Prohibited Discrimination to file a report with the Title IX/Mason EO offices on campus. Please confirm your organization can provide responsive reporting of prohibited conduct within a 72-hour period of discovery.

Employment Practices Solutions Inc. Response:

Yes, EPS confirms that it can provide responsive reporting of prohibited conduct within a 72-hour period of discovery.

Mason's Response: Accepted.

6. Due to the nature of this work and the need for confidentiality, Mason wants to confirm that all information is safeguarded, especially when sharing information electronically.

Employment Practices Solutions Inc. Response:

Yes, all information provided to EPS as part of its investigation and/or coaching/training activities is safeguarded, including all information provided electronically. EPS has robust policies and practices regarding the safeguarding of client information to include any information that is shared electronically. Ensuring the protection of PII and other confidential/sensitive information is paramount to EPS.

Mason's Response: Accepted.

7. If there are any risks associated with an investigation or assessment, will Employment Practices Solutions agree to communicate these risks to Mason in writing within 24 hours of discovery?

Employment Practices Solutions Inc. Response:

Yes, EPS will agree to communicate any risks of which it becomes aware relating to physical harm or the safety of involved parties associated with an investigation or assessment in writing within 24 hours of discovery. EPS clarifies that it is not providing advice or assessment of legal, financial or other types of risks as part of the consulting

services contemplated. Note: To ensure we are complying with this request, it would be helpful for George Mason University to confirm what specific risks they are referring to in this statement.

Mason's Response: Mason is referring to risks that are imminent threats of self-harm or harm to others.

Employment Practices Solutions Inc. Response:

EPS understands Mason's request and agrees to communicate risks that are deemed imminent threats of self-harm or harm to others to Mason in writing within 24 hours of discovery.

8. If awarded a contract, does your organization acknowledge, agree, and understand George Mason University cannot guarantee a minimum amount of business?

Employment Practices Solutions Inc. Response:

Yes, EPS acknowledges, agrees, and understands that George Mason University cannot guarantee a minimum amount of business if we are awarded a contract.

Mason's Response: Accepted.

9. Contract Exceptions:

- a. Exception 1: Paragraph X (Standard Terms and Conditions), Item BB.3 Commercial Automobile Liability Insurance (Page 18)
- o Employment Practices Solutions, Inc. does not carry Commercial Automobile Liability Insurance, as the majority of our engagements are virtual. For those engagements (investigations, climate assessments, or training engagements) that are delivered in person, our consultants' personal automobile liability policies cover them when they commute to a client engagement. In addition, many of our in-person engagements are conducted in locations where our consultants commute using public transportation (e.g., planes, trains, and ride share services).

Mason Response: This is acceptable as long as Employment Practices Solutions or their subcontractors are not coming onto a Mason campus.

Employment Practices Solutions Inc. Response:

EPS appreciates your acceptance of this exception. If one of our consultants is on campus, we will ensure they use public transportation.

Mason's Response: Accepted.

- b. Exception 2: Paragraph X (Standard Terms and Conditions) Item BB.4 Umbrella/Excess Liability (Page 18)
- o Employment Practices Solutions, Inc. does not carry an umbrella/excess liability policy. We do carry Errors and Omissions insurance in the amount of \$2,000,000 per occurrence/\$2,000,000 Aggregate.

Mason Response: Mason requires additional \$3,000,000 excess/umbrella Policy in addition to Employment Practices Solutions' Errors and Omissions insurance of \$2,000,000 per occurrence/\$2,000,000 aggregate, as this would satisfy the minimum limits of \$5,000,000 excess/umbrella requirements.

Employment Practices Solutions Inc. Response:

EPS has worked with its E&O insurance provider to secure the requested \$3,000,000 excess/umbrella policy. Upon award of the contract, EPS will move forward to finalize acquiring the policy.

Mason's Response: Accepted.

- c. Exception 3: Paragraph X (Standard Terms and Conditions) Item OO SWaM Certification (Page 19)
- As a Texas corporation, Employment Practices Solutions, Inc. is not eligible for SWaM Certification. We are, however, certified as a Women-Owned Business in Texas. Our Women Business Enterprise (WBE) Certification is issued by NCTRCA (Certificate No. WFWB87962N0125. The current certificate expires January 31, 2025 and all paperwork has been filed for the certification to be renewed for another two years (to expire January 31, 2027).
We would be happy to provide a copy of our NCTRCA Women-Owned Business Certificate upon request.

Mason Response: Mason can delete this clause from our Standard Contract. It's not applicable since Texas doesn't offer reciprocity to Virginia.

Employment Practices Solutions Inc. Response:

Thank you for deleting the clause in question from your Standard Contract.

Mason's Response: Accepted.

- d. Exception 4: Data Security Addendum for Inclusion in GMU-DR1024-24 with George Mason University, Paragraph 4.a Cyber Liability Insurance (Page 23)
- As a small company, Employment Practices Solutions, Inc. carries Cyber Security Insurance in the amount of \$1,000,000 per incident. We have received a quote from our carrier to increase our coverage to \$2,000,000 per incident and will obtain that coverage if we are awarded this RFP.

Mason Response: Increasing this policy if awarded the RFP is accepted.

Employment Practices Solutions Inc. Response:

Thank you. Upon award of the contract to EPS, EPS will move forward to finalize the increase in its Cyber Security Insurance coverage to \$2,000,000 per incident.

Mason's Response: Accepted.

- e. Exception 5: Data Security Addendum for Inclusion in GMU-DR1024-24 with George Mason University, Paragraph 6 Audits (Page 23)
- Employment Practices Solutions, Inc. is committed to and has implemented strong data security procedures, and controls. We utilize ShareFile, a well-known and reputable provider, to store all sensitive client-related information, and we rely on their audits, vulnerability scans, and tests. If/when requested, EPS can share results of ShareFile's audits, vulnerability scans, and tests, as well as their SOC 2 Type II audit report.

Mason Response: This is acceptable. Please advise if any contract redlines are required.

Employment Practices Solutions Inc. Response:

Yes, EPS suggests adding the following sentence to the beginning of Paragraph 6 Audits (Page 23).

6. Audits

The following security audit requirements apply to EPS email and file sharing system, Microsoft 365 and Progress ShareFile. If requested by George Mason University, EPS will request and provide Microsoft 365's and Progress ShareFile's audits, vulnerability scans, tests, and SOC 2 Type II audit report.

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a:

- i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

Mason's Response: Mason would like to suggest the following modification: The following security audit requirements apply to EPS email and file sharing system, Microsoft 365 and Progress ShareFile. EPS will request and provide Microsoft 365's and Progress ShareFile's audits, vulnerability scans, tests, and SOC 2 Type II audit report as stipulated below:

Employment Practices Solutions Inc. Response:

Mason's suggested modification regarding audits is accepted.

Please advise if you have any questions or need clarification before responding. A response is requested by Thursday, March 20, 2025 by 12PM EST.

Regards,



Davena Reynolds, VCO
Senior Buyer
dreyno3@gmu.edu

REQUEST FOR PROPOSALS

GMU-DR1024-24

ISSUE DATE: October 25, 2024

TITLE: Internal Investigative Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on November 04, 2024. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal and by 5:00 PM ET on November 07, 2024.

PROPOSAL DUE DATE AND TIME: November 25, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XI.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: _____	

☐ Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

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.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide internal investigation services and hearing officer services to the Human Resource (HR) department and Office for Diversity, Equity, and Inclusion (herein after “ODEI”) of George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is a public institution of higher education 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 as outlined in Attachment B – Standard Contract. Any exceptions to our standard contract and General Terms and Conditions must 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 and agency of the Commonwealth of 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.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment B – Standard Contract, Statements of Work (“SOW”) for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW’s must be on a form approved by Mason prior to the start of the contract.

In addition to the above note, the Offeror must submit with their proposal any agreement that Mason would be required to sign with a third party.

- 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:** Three (3) years from Effective Date of contract with four (4) successive one-year renewal options (or as negotiated).
- X. STATEMENT OF NEEDS:** George Mason University seeks a contractor to provide investigative services and training. The contractor should have expertise in employment law and will work closely with the university to promote a workplace that is respectful, fair, and equitable for all employees.

In accordance with Virginia Code § 2.2-507, contractor understands and agrees that under any contract resulting from this RFP, it is not permitted to provide legal advice, engage in the practice of law, or act in any legal representative capacity for George Mason University or the Commonwealth of Virginia, without a written appointment from the Virginia Office of the Attorney General in accordance with its own procurement procedures.

A. Investigative Services:

- Conduct thorough investigations into workplace complaints, including but not limited to civil rights issues (e.g., Title IX, Titles VI and VII of the Civil Rights Act of 1964).
- Ensure timely initial contact with both the Complainant and Respondent following the issuance of a Notice of Investigation.
- Oversee the collection of relevant evidence, including documents and statements, ensuring a thorough and impartial process.
- Organize evidence in a logical manner and apply university definitions of prohibited conduct to factual allegations.
- Write executive summaries and provide oral briefings on findings.
- Maintain confidentiality and integrity throughout the investigation, sharing information only as authorized.

B. Training Programs:

- Develop and deliver training on topics relevant to Human Resources and the Office of Diversity, Equity, and

- Inclusion (ODEI), including workplace respect, discrimination recognition, and compliance.
- Conduct climate and cultural assessments, providing recommendations for improvement.

C. Collaboration and Consultation:

- Work with Mason's HR department and ODEI to ensure alignment with university goals.
- Obtain prior approval for any changes to the investigation process or for any firm member not approved to work on a matter.
- Maintain confidentiality and conduct investigations promptly and impartially, in accordance with relevant federal, state, and university policies.

D. Preferred Qualifications:

- Proven background with experience handling high-level workplace and civil rights issues.
- Experience serving in neutral roles, such as mediating between complainants and respondents.
- Demonstrated ability to oversee evidence collection and maintain objectivity while representing both employers and employees.
- Prior experience with HR and ODEI offices, including conducting civil rights hearings and appeal officer services.
- Relevant certifications (e.g., Senior Professional in Human Resources (SPHR), Professional in Human Resources (PHR)).
- Experience conducting training and providing assessments aligned with industry standards.
- Experience representing both employers and employees which will help create an objective view.

XI. 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 2.d. below for details on how to submit a redacted proposal). 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.

An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

- a. Pricing or any calculation used to determine pricing;
- b. A notation or footer on the bottom of every page with "proprietary and confidential;"
- c. Entire contents of company history or executive summary;
- d. A case study, social media post, or billboard already available to the public;
- e. Name of company or firm listed as a reference;
- f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.

- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire 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 Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>
- h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

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. A statement simply noting "trade secret" is not a sufficient reason for redaction. 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. Exceptions (if any) to Mason's two-party contract, Attachment B.
 - d. Any SOW or supplemental document Mason may be required to sign. See section IV. Final Contract
 - e. State your payment preference as required in Bonfire. (See section XIV.)
2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs (See section X) to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
4. 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.
5. Proposed Pricing: Provide hourly rates for all services described herein.

Rates must include travel-related expenses if Offeror is traveling within a 50-mile radius of Mason's Fairfax campus. If Offeror is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.
6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

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

XII. 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. Methodology/approach to providing services.	25
2. Qualifications and experience of offeror in providing the goods/services, including references.	20
3. Specific plans or methodology to be used to provide the services.	25
4. Cost of Services.	20
5. Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:	<hr/> 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.*).

- XIII. 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.

XIV. 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. To sign up for electronic payments, please contact the Paymode-X Enrollment Team at 1-800-331-0974 or email enrollment@paymode-x.com. The enrollment team can assist you with any questions about the enrollment process and setting up the membership.

Please state your payment preference in your proposal response.

XV. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. 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).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are 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 the resulting contract because of any misunderstanding or lack

of information.

- I. **QUALIFICATIONS OF OFFERORS:** Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. **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.
- K. **TESTING AND INSPECTION:** Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVI. RFP SCHEDULE (Subject to Change): Go to Mason's Bonfire Portal for all updates and schedule changes.
<https://gmu.bonfirehub.com>

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, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

ATTACHMENT B – STANDARD CONTRACT

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 _____, 2024 (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.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

In accordance with Virginia Code § 2.2-507, Contractor understands and agrees that under this Contract it is not permitted to provide legal advice, engage in the practice of law, or act in any legal representative capacity for George Mason University or the Commonwealth of Virginia, without a written appointment from the Virginia Office of the Attorney General in accordance with its own procurement procedures.

- III. **PERIOD OF CONTRACT:** Three years from the Effective Date with four (4) successive one-year renewal options. *(or as negotiated)*
- IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Negotiated price schedule will be inserted here.

- 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 selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 *(or as selected in Payment Terms / Method of Payment)*, after receipt of invoice in the accounts payable email inbox.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum dated XXXX (attached);
 - C. Negotiation Response(s) dated XXXXX (attached);

- D. RFP No. GMU-XXXX-XX, in its entirety (attached);
- E. Contractor's proposal dated XXXXXX (attached);
- F. Contractor's Statement of Work template (attached). *(If applicable)*

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. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

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

- 1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
- 2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
- 4. The Contractor 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. Contractor understands and acknowledges that Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as

authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.

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

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

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

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

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

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. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. 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.
- GG. 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.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. 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 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%, whichever is lower.
 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 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%, whichever is lower.
- JJ. 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/>.
- KK. 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.

- LL. 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.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. 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.
- OO. 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/>.
- PP. 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.

QQ. **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.

RR. **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.

- SS. 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.
- TT. 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: _____

Data Security Addendum for inclusion in GMU-DR1024-24 with George Mason University (the "University")

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

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

1. Definitions

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

- a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **"Protected Data"** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. 'Protected Data' includes both Highly Sensitive and Restricted categories of data as defined in the University Policy 1114 Data Stewardship.
- d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-

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

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party

certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

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

Selected Firm/Vendor	George Mason University
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____



539 W Commerce St #780
Dallas, Texas 75208-1953
phone 800.727.2766
eps@epspros.com
www.epspros.com

November 21, 2024

Transmitted via: Mason's Bonfire Portal

Davena Reynolds
Senior Buyer
Purchasing Department
George Mason University
4400 University Drive, MS 3C1
Fairfax, VA 22030

Re: Internal Investigative Consulting Services RFP (GMU-DR1024-24)

Dear Davena:

Employment Practices Solutions, Inc. ("EPS") is pleased to submit its response to the referenced RFP. Over the past six (6) years, we have enjoyed working with George Mason University's Human Resources Office, the Office of Diversity, Equity, and Inclusion (ODEI), and other offices/departments within George Mason University. Our experience over these past six (6) years has given us the opportunity to develop a deep understanding of Mason's organizational structure and culture, and we look forward to the opportunity to continue to build on our current relationship.

We have prepared the proposal in accordance with the requirements outlined in the RFP and would be happy to provide an oral presentation of our proposal if requested.

Again, we look forward to the opportunity to continue to provide investigative consulting services to George Mason University. Please let us know if you have any questions or require any additional information.

Kind regards,

A handwritten signature in black ink, appearing to read "Jill Rorschach", is written over a light blue circular background.

Jill Rorschach
President

Employment Practices Solutions, Inc.

Response to



RFP #GMU-DR1024-24

Internal Investigative Consulting Services

Submitted 11/21/24



539 W. Commerce St., #780 | Dallas, Texas 75208-1953
phone 817.329.8460 or 800.727.2766

eps@epspros.com
www.epspros.com

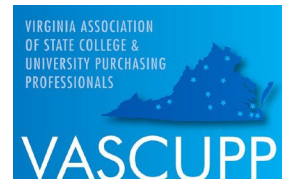
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Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS **GMU-DR1024-24**

ISSUE DATE: October 25, 2024

TITLE: Internal Investigative Consulting Services

PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer

SECONDARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on November 04, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on November 07, 2024.

PROPOSAL DUE DATE AND TIME: November 25, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XI.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: Employment Practices Solutions, Inc.

Date: November 15, 2024

DBA: Employment Practices Solutions, Inc.

Address: 539 W. Commerce St. #780
Dallas, TX 75208-1953

By: Charlotte Cole Kirk
Signature

FEI/FIN No. 75-2924803

Name: Charlotte Cole Kirk

Fax No. N/A

Title: Director of Corporate Operations

Email: ckirk@epspros.com

Telephone No. 800-727-2766

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

SWaM Certification Number: As a Texas-based compay, we are not eligible for SWaM Certification. We are, however, certified as a Women-Owned Business in Texas.

☒ Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

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.

b. Small Business Subcontracting Plan

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: Employment Practices Solutions, Inc.

Preparer Name: Charlotte Cole Kirk **Date:** 11/12/24

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

Instructions

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

Section A

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

Certification Number: N/A Certification Date: _____

Note: Employment Practices Solutions, Inc. is a Certified Women-Owned Business in Texas; we are not eligible for certification in Virginia as we are a Texas-based corporation.

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 - N/A Employment Practices Solutions, Inc. will not use subcontractors.

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

c. Contract Exceptions

Employment Practices Solutions calls out the following exceptions to Mason's two-party contract, provided as Attachment B – Standard Contract, in the RFP (Pages 12-21).

Exception 1: Paragraph X (Standard Terms and Conditions), Item BB.3 Commercial Automobile Liability Insurance (Page 18)

Employment Practices Solutions, Inc. does not carry Commercial Automobile Liability Insurance, as the majority of our engagements are virtual. For those engagements (investigations, climate assessments, or training engagements) that are delivered in person, our consultants' personal automobile liability policies cover them when they commute to a client engagement. In addition, many of our in-person engagements are conducted in locations where our consultants commute using public transportation (e.g., planes, trains, and ride share services).

Exception 2: Paragraph X (Standard Terms and Conditions) Item BB.4 Umbrella/Excess Liability (Page 18)

Employment Practices Solutions, Inc. does not carry an umbrella/excess liability policy. We do carry Errors and Omissions insurance in the amount of \$2,000,000 per occurrence/\$2,000,000 Aggregate.

Exception 3: Paragraph X (Standard Terms and Conditions) Item OO SWaM Certification (Page 19)

As a Texas corporation, Employment Practices Solutions, Inc. is not eligible for SWaM Certification. We are, however, certified as a Women-Owned Business in Texas. Our Women Business Enterprise (WBE) Certification is issued by NCTRCA (Certificate No. WFWB87962N0125. The current certificate expires January 31, 2025 and all paperwork has been filed for the certification to be renewed for another two years (to expire January 31, 2027). We would be happy to provide a copy of our NCTRCA Women-Owned Business Certificate upon request.

Exception 4: Data Security Addendum for Inclusion in GMU-DR1024-24 with George Mason University, Paragraph 4.a Cyber Liability Insurance (Page 23)

As a small company, Employment Practices Solutions, Inc. carries Cyber Security Insurance in the amount of \$1,000,000 per incident. We have received a quote from our carrier to increase our coverage to \$2,000,000 per incident and will obtain that coverage if we are awarded this RFP.

Exception 5: Data Security Addendum for Inclusion in GMU-DR1024-24 with George Mason University, Paragraph 6 Audits (Page 23)

Employment Practices Solutions, Inc. is committed to and has implemented strong data security procedures, and controls. We utilize ShareFile, a well-known and reputable provider, to store all sensitive client-related information, and we rely on their audits, vulnerability scans, and tests. If/when requested, EPS can share results of ShareFile's audits, vulnerability scans, and tests, as well as their SOC 2 Type II audit report.

d. SOWs or Supplemental Documents Mason May Be Required to Sign (Section IV Final Contract)

Employment Practices Solutions, Inc. does not require Mason to sign any supplemental documents as part of our agreement with them. We do, however, prepare a Statement of Work for each engagement, which outlines the scope and provides the estimated cost, depending on the type of engagement. Approval via email by the designated Mason contact is sufficient for the SOW to progress to GMU Procurement for processing and assignment of a PO Number. A Sample Statement of Work (SOW) is included on the following page (Page 7).

Sample Statement of Work (SOW)

Employment Practices Solutions, Inc.
Confidential Statement of Work for George Mason University ("GMU")
SOW #1 Under Contract Number GMU-1572-19-05
Date

This Statement of Work is issued in accordance with the terms, conditions, and prices of contract number GMU-1572-19-05 dated _____.

Consultant: EPS Consultant Name, title, phone, and email

Location(s): Virtual

Logistical Contact(s):

Name of Contact at George Mason University

Contact Title

Contact Address

Contact Phone Number

Contact Email

Scope:

The EPS Consultant is performing an investigation regarding the following: *(EPS will provide a high-level description of the nature of the engagement w/o including any confidential information.)*

The investigation will begin as soon as possible (ideally the week of _____).

Cost Estimate:

Based on the information known at this time, the investigation should take between _____ hours to complete and will include the following:

- Preparation and finalization of Investigation Plan
- Interviews of voluntary participants among a pool of approximately _____ individuals
- Review of applicable written documentation
- Status meetings with designated contact(s)
- Preparation and delivery of verbal debrief
- Preparation and finalization of an Executive Summary
- Preparation and finalization of an Investigation Report

The total estimated cost for the investigation described above will be _____
(_____ hours x \$_____/hour).

Note: The estimate could increase if additional relevant documents, issues, or the need to interview additional individuals arise during the course of the investigation; the estimate could decrease if fewer interviews are conducted.) If the estimate increases, the EPS Consultant identified above will update the identified GMU contact.

e. Payment Preference (Bonfire – Section XIV)

Employment Practices Solutions, Inc. (“EPS”) has indicated their payment preference in Bonfire as requested. For reference, we have selected Option #3 – Net 30 Payment Terms. EPS is already enrolled in Paymode-X.

2. Executive Summary (RFP Ref Paragraph B.2, Page 7)

For almost 30 years, Employment Practices Solutions has collaborated with organizations nationwide to build respect through objective and unbiased complaint investigations, high-quality training, human resources and employment law expert testimony, and a wide range of human resources consulting services, including climate assessments.

It has been our pleasure to provide investigative and training services to George Mason University (“Mason”) for the past six (6) years. This partnership has enabled us to develop a deep understanding of Mason’s organizational structure and culture, and we appreciate the opportunity to respond to this RFP to continue to provide these services to Mason.

Mason’s objective for its investigative and training partner to work closely with the university to promote a respectful, fair, and equitable workplace environment for all their employees was, in fact, central to the creation of EPS almost 30 years ago – and building respectful workplaces continues to be EPS’ primary mission. Our consultants, all licensed attorneys with a focus on employment law, have conducted thousands of investigations and climate assessments and delivered countless hours of training.

A brief description of each of our primary services is included below:



Investigations

Our impartial and thorough investigators have conducted thousands of investigations/climate investigations or assessments, including those with just a handful of witnesses to those with 70 or more witnesses, and they understand the importance of confidentiality, a thorough investigative process, solid documentation, and the nuances of employment law.

They are skilled in the complicated and often litigation-bound issues organizations and institutions face when an **investigation** is required, and they have faced every type of complaint - harassment, discrimination, retaliation, and many other kinds of workplace misconduct. Thus, they encounter very few surprises during the course of an investigation. Further, our consultants’ deep experience ensures they have the skills to gather the facts, make findings regarding policy violations, and serve as effective witnesses in the event of litigation.



Training

EPS facilitates **highly customized training** - for organizations of all types and sizes and across all industries - and our courses cover a myriad of topics, based on the needs of the organization, from sexual harassment to teambuilding and communication skills, as well as the fundamentals of effective leadership and performance management. Further, our trainers bring not only their knowledge of employee relations and the legal ramifications of behavior, but they also bring practical experience to each

class – helping ensure the content is relevant and meaningful to the learners, supporting retention of the key takeaways.



Consulting

Our consultants assist organizations by providing consultation on an array of projects that require special expertise, including **expert witness services** — both consulting and testimony, **policies and handbooks**, and human resources practices **assessments and guidance**.

Additionally, our consultants work closely with organizations to help them create more respectful workplaces by conducting **employee engagement surveys, climate assessments, facilitating focus groups**, and developing and implementing **strategies that promote engagement**.

Why EPS? In addition to our dedication to providing exceptional quality, we maintain an extremely strong client-centric philosophy. We respond promptly (typically within an hour or two) to client questions and requests, we listen, and we continually strive to exceed our clients' expectations. As a result of our dedication to quality and our commitment to customer service, a significant portion of our business comes to us through existing client referrals.

3. Qualifications and Experience (RFP Ref Paragraph B.3, Page 7)

a. Background and Brief History of Employment Practices Solutions, Inc.

EPS was founded in 1996 by two attorneys and an entrepreneur who understood the benefits of building respect within organizations, and they recognized the opportunity to collaborate with others to move toward their own respectful, productive, and engaged workplace environments. Working with a well-trained team of consultants, **all licensed employment law attorneys** and senior human resources professionals, our client base has grown to include Fortune 100 companies, government entities, institutions of higher education, and nonprofit organizations.

Our clients range in size from small, boutique businesses offering specialized services to very large organizations, including multi-national corporations and non-profits, and they represent a multitude of industries including manufacturing, education, the airline industry, banking, energy, healthcare, real estate, sports and entertainment, IT, retail, law, etc. This broad representation in size and industry focus has given EPS the opportunity to be responsive to a diverse set of client needs and requirements during our almost 30 years, growing our expertise exponentially.

As noted earlier, we focus on three primary services: investigative, training, and consulting.

1. Investigative Services (RFP Ref Paragraph X, Section A, Statement of Needs, Page 4)

- EPS conducts thorough investigations into workplace complaints, including but not limited to civil rights issues (e.g., Title IX, Titles VI and VII of the Civil Rights Act of 1964).
- We ensure timely initial contact with both the Complainant and Respondent following the issuance of a Notice of Investigation;

- We oversee the collection of relevant evidence, including documents and statements, ensuring a thorough and impartial process;
- We organize evidence in a logical manner and apply university definitions of prohibited conduct to factual allegations;
- We write executive summaries and provide oral briefings on findings; we also prepare written reports on findings when requested;
- We maintain confidentiality and integrity throughout the investigation, sharing information only as authorized.

Our goal with each investigation/climate assessment is to ensure a confidential, prompt, neutral, and thorough investigation/climate assessment, while being mindful of protecting employees from being branded by a complaint, as well as preserving any privilege working with in-house or external counsel involved in the investigation.

We take our role seriously as an independent, impartial factfinder who plays no part in decision-making regarding discipline or future opportunities for the parties involved.

Our approach to investigative services, along with our robust quality control process, is discussed below in Section 4.a (Specific Plan (Methodology)/Approach to Providing Services) on Page 18.

2. Training Programs, Group and One-on-One/Coaching (RFP Ref Paragraph X, Section B, Statement of Needs, Page 4)

As outlined in the RFP Statement of Needs, EPS conducts training programs, both in groups and on a one-on-one or coaching basis. As part of that service, we:

- Develop and deliver training on topics relevant to Human Resources and the Office of Diversity, Equity, and Inclusion (ODEI), including workplace respect, discrimination recognition, and compliance.
- We also conduct climate and cultural assessments, providing recommendations for improvement. While listed in the RFP under training Programs, climate and cultural assessments typically fall under EPS' consulting service area and are discussed on Page 11 below.

Whether in-person training, virtual live training via webcast, or on-demand training, we structure each course to meet the unique needs and learning objectives of each organization. Our instructors are experienced, licensed employment attorneys or senior human resources professionals who not only have a thorough knowledge of employee relations, the social and legal landscape, and the legal ramifications of inappropriate behavior, but who also bring practical experience with employee relations challenges to each class.

EPS training courses are unique in their level of customization – including integration of company policies and hypotheticals that are specific and relevant to the workplace, and high-definition video clips filled with scenarios designed to promote discussion, interaction, and – most importantly – retention of key concepts.

Training Offerings include but are not limited to the following:

- Creating a More Respectful and Inclusive Environment

- Navigating Workplace Boundaries
- Discrimination and Harassment Review for Managers
- Sensitivity Training
- Honing Leadership Skills (Performance Management, Recognizing and Responding to Complaints)
- ADA and FMLA Compliance
- Recruitment, Interviewing and Hiring Skills
- Investigation Skills and Techniques

With EPS one-on-one training/coaching, we work to empower your valued senior leaders and managers with targeted coaching that unlocks their leadership potential, enhances skills, and drives performance improvement. We can also use multi-rater/360 assessments to create a strong culture of feedback that ensures progress in skill development.

For leaders or individuals with a need for a deeper understanding of issues related to harassment, or communication, we provide coaching and sensitivity training to address the development of each individual with a highly customized approach.

Whether via in-person sessions or a virtual delivery, we offer options to accommodate schedules and maximize engagement.

3. Consulting

When organizations lack resources or specific expertise in specialized areas, outsourcing can be both efficient and economical. Our consultants can assist employers by providing consultation on an array of topics that require special human resources and employment law expertise, including but not limited to the following:

- Climate assessments
- Gap analysis
- Policies and handbooks (development and review)
- Multi-rater/360 assessments
- Expert witness services

Each of the above areas are discussed in more detail below:

Climate Assessments

Our **climate assessments** provide a review of the workplace environment, including culture, leadership, and team dynamics, along with policies, practices, and strategies, with the objective of identifying opportunities for improvement and establishing best practices. A climate assessment may:

- Be an effective response to a specific legal issue, such as a harassment or discrimination complaint or more general issues with morale and engagement;
- Take the form of a gap analysis that compares the organization's current HR practices and policies to industry best practices and helps identify any gaps or shortcomings to pinpoint areas for improvement and provide actionable recommendations to enhance existing practices, improve efficiency, or generate cost savings;

- Be appropriate as part of mergers or acquisition due diligence.

When conducting a climate assessment, we work with the client to determine the scope of the assessment, which may look broadly at environmental factors or focus on discrete areas. Upon completion of the assessment, the client will receive comprehensive report and recommendations regarding changes to existing practices or the creation of new practices or procedures where needed.

Gap Analysis

Our team can also examine past investigation practices to identify any gaps or shortcomings in order to pinpoint areas for improvement and provide actionable recommendations to enhance your investigation processes. Whether you have encountered challenges with handling harassment and discrimination complaints, or other workplace misconduct issues, a gap analysis can offer insights to strengthen your HR compliance efforts and overall effectiveness.

Policies and Handbooks

Our handbooks are drafted to avoid common mistakes that may inadvertently create contractual obligations or suggest potential discriminatory practices. Our employee handbooks also contain guidelines for the management and resolution of employee challenges.

We also review existing policies and make recommendations as needed.

We also offer a **comprehensive policy and procedure program** that can include a Manager's Guide, which serves as a reference/educational tool for managers who are often on the front lines of policy and procedure implementation. The Guide provides information on how to apply and enforce a given policy, understand who is affected by a particular policy, and covers a manager's role in hiring and terminations, preventing harassment and discrimination, and other organizational management issues.

Multi-rater Assessment

Our multi-rater leadership assessment (i.e., 360 instrument) is a feedback tool that allows a leader to receive anonymous evaluations from a range of people they work with, such as managers, peers, and direct reports. The feedback is used to help leaders increase their self-awareness, effectiveness, and influence. The feedback is compiled into a confidential report and delivered by an experienced coach who provides guidance to understand the data, helps identify themes and opportunities for improvement, and assists in the development of an action plan. Multi-rater assessment is ideal for:

- High potential employees who need to establish a baseline for coaching
- Leaders with a specific performance issue
- Leaders who have recently attended a company-sponsored leadership development program

Expert Witness Services

Our consultants are uniquely qualified to provide insight to litigants based on their knowledge, skill, experience, training, and education on a broad range of human resources and employment law topics including:

- Sexual harassment prevention, training and policies
- Sexual harassment corrective action
- Adequacy of an internal investigation
- Retaliation
- Independent contractor classification
- Negligent hiring
- Negligent retention
- Negligent supervision
- Pay discrimination
- Promotions and performance management
- ADA and reasonable accommodations
- FMLA and leave issues
- Sex discrimination
- Racial discrimination
- Religious discrimination
- Disability discrimination
- Age discrimination

EPS' expert witness consulting services include case review and assessment, expert opinion reports, as well as deposition and trial testimony.

Our experts are also trainers and can clearly articulate their expertise and experience in a wide variety of practice areas. Jurors benefit from expert witnesses who have been directly involved in the specific workplace issues that are the focus of the litigation. Our experts can describe not only how an employer should respond to a complaint but testify as to how they themselves have responded to such complaints.

4. Collaboration and Consultation (RFP Ref Paragraph X, Section C, Statement of Needs, Page 4)

One of the hallmarks of EPS is its strong collaboration and consultation model. We work closely with our client contacts to understand the needs and objectives of each engagement – regardless of whether we have been working with that client for many years and have undertaken hundreds of engagements with them, if we conduct one or two engagements a year with them, or if they are a new client and we might not work with them again for several years. We value those relationships and the trust they place in EPS and want to provide the highest quality work product possible – whenever we can be of assistance. Thus, if EPS is fortunate enough to be awarded GMU's RFP for Investigative Consulting Services, we commit to the following:

- We will work with Mason's HR department and ODEI to ensure alignment with university goals;
- We will obtain prior approval for any changes to the investigation process or for any firm member not approved to work on a matter.

- We will maintain confidentiality and conduct investigations promptly and impartially, in accordance with relevant federal, state, and university policies.

Note Regarding Legal Services:

In regard to the services EPS provides, which are outlined above, it is important to state that, while our consultants are licensed attorneys, EPS does not provide legal advice, engage in the practice of law, nor act in any legal representative capacity for any of our clients.

b. Names, Qualifications and Experience of Personnel to be Assigned to Work with Mason

Employment Practices Solutions, Inc. has listed both its key leadership team and its consultant team, identifying a number of consultants who have worked with Mason in the past, as well as a number of consultants who may provide services to Mason in the future.

Leadership Team

The following team leads the day-to-day operation of EPS:

Jill Rorschach, Esq.*

President, Shareholder, and Senior Consultant

Jill will provide investigative services to Mason and will oversee all Mason engagements.

- Joined EPS October 2018
- 20+ years of employment law, HR and ER experience
- Consultant, Senior Consultant; EPS
- Managing Director, Head of Employee Relations & HR Policy; Citigroup, Inc.
- B.A., Texas Tech University
- J.D., Southern Methodist University Dedman School of Law
- Licensed attorney, Texas, 1994
- Certified Equal Employment Opportunity Counselor, 2023

Charlotte Cole Kirk

Director of Corporate Operations and Consulting

Charlotte will serve as the primary relationship manager for Mason engagements, assigning consultants as appropriate based on a match with the consultant's expertise in relation to the proposed engagement and their availability to meet Mason's timeline for engagement start/delivery.

- Joined EPS November 2021
- 25+ years of operations management and L&D experience
- Client Relationship Director, Thunderbird School of Global Management/Arizona State University
- Business Relationship Manager, IHRDC
- Managing Director, Thunderbird School of Global Management
- Vice President of Operations, Ultimate Living International
- B.A., University of Tennessee Knoxville
- M.A., Louisiana Tech University

Consultant Team

As stated, EPS selects a consultant to provide client services based on the match between the consultant's expertise and the nature of the proposed engagement, as well as the consultant's availability to meet the client's preferred start date or training delivery date. The following consultants have either provided services to George Mason University in the past or may be selected to provide services in the future. Those consultants who have provided services to Mason in the past are denoted with an asterisk (*).

Amy Nickell Jacobs, Esq.*

Senior Consultant / Shareholder

- Joined EPS in March 1997
- Associate; Bracewell & Patterson
- Associate; Haynes & Boone
- B.S., Political Science, Virginia Tech
- J.D., University of Virginia School of Law
- Licensed attorney, Texas, 1988

E. Adrienne Jackson, Esq.

Consultant

- Joined EPS in August 2021
- Staff Attorney; Hunton & Williams LLP (Hunton Andrews Kurth)
- Associate Agency Counsel; The Marketing Arm
- Associate; Bell Nunnally & Martin LLP
- B.A., Corporate Communications and Public Affairs, Southern Methodist University
- J.D., Southern Methodist University Dedman School of Law
- Licensed Attorney, Texas, 2008

Ginger S. McRae, Esq., SPHR, SHRM-SCP*

Senior Consultant / Shareholder

- Joined EPS in January 2001
- Attorney; Counsel On Call
- HR Director and Asst. General Counsel; Turner Broadcasting System
- Managing Attorney; Southern Company
- Attorney, Labor and Employment Law; Paul Hastings
- Instructor; University of Phoenix and Emory University
- Law Clerk; U.S. District Court for the Northern District of Georgia
- B.A., Journalism, University of Georgia
- J.D., University of Georgia School of Law
- Licensed attorney, Georgia, 1982

Canetta Ivy Reid, Esq., SPHR

Consultant

- Joined EPS in October 2024
- Senior Labor & Employment Counsel; Epiq Global
- Founder and President; Zeni HR Solutions
- SVP, Chief People Officer & Legal Counsel; francesca's
- VP Human Resources / Labor & Employment Counsel; Mastronardi Produce

- VP Human Resources, Corporate, Supply Chain & Labor Relations; Meijer
- Senior Director, Employee Relations / Chief Labor & Employment Counsel; Whirlpool Corporation
- Global Ethics Director; Senior Litigation Counsel; ConocoPhillips
- Senior Director, HR Compliance & Policy; Associate General Counsel, Labor & Employment; Walmart Stores Inc.
- Litigation Associate, Weil, Gotshal & Manges
- A.B., with honors, Stanford University
- J.D., Columbia Law School
- Licensed attorney, Texas, 1993

Jill Rorschach, Esq.*

President, Shareholder, and Senior Consultant
(See Leadership Team for bio)

Deby Skawinski, Esq.

Consultant

- Joined EPS in March 2024
- Deputy Director, Risk and Compliance, City of Denton
- Employment Counsel, Grable, Martin, Fulton PLLC
- Assistant General Counsel & Human Resources Manager, Engage PEO
- Association of Workplace Investigators, Inc. Certificate Holder (AWI-CH)
- B.A.S., Psychology, Dallas Baptist University
- J.D., Texas A&M University School of Law
- Licensed attorney, Texas, 2013

Janet M. Smith, Esq.*

Advisory Consultant

- Joined EPS in April 2022
- Consultant, EPS
- Chief Administrative Officer and Executive Vice President, Mariner Finance
- Managing Director, Citigroup, Inc. and Chief Administrative Officer, CitiFinancial/OneMain
- B.A., Austin College
- J.D. with Honors, University of Texas School of Law
- Executive MBA, Southern Methodist University Cox School of Business
- Licensed attorney, Texas, 1987

Rachelle Berlin Weathersby, Esq.

Senior Consultant / Shareholder

- Joined EPS in October 1999
- Associate; Thomas L. Case & Associates
- B.S., Business Administration, University of Missouri-Columbia
- J.D., Louisiana State University
- Licensed attorney, Texas, 1994

Deborah Wright, Esq., PHR, SHRM-CP
Consultant

- Joined EPS in 2024
- Certified Federal Equal Employment Opportunity Investigator, February 2024
- Rule 31 Listed Civil Mediator - Tennessee 2010
- HR Attorney, Stansbury Weaver
- Workplace Investigatory/Attorney, Legility Solutions (WBL)
- CaseSmart Attorney, Littler
- L&E Attorney, Caregivers by WholeCare
- HR/ER Manager, BND Construction
- HR Technology Training Specialist, JC Bradford
- HR Training Specialist, Willis
- BA, with honors, Butler University
- JD, Nashville School of Law
- PhD(c), Psychology, 2025

c. References

EPS values our client relationships and holds these relationships in strict confidence. The following organizations have agreed for us to share their contact information with Mason as part of this RFP. As noted below, we have worked with most of these organizations for many years on investigative, training, and consulting services, and they are familiar with our investigative processes and procedures, the expertise of our consultants, as well as our commitment to customer service and the delivery of an exceptional work product.

Reference #1: Dallas College

Contact Name: Robert C. Wendland

Title: General Counsel

Phone Number: (214) 378-1703

Email: rwendland@DallasCollege.edu

Length of Service: EPS has been providing investigation services, including large “climate investigations” with 40+ witnesses, for Dallas College since 2022 to present.

Reference #2: University of Virginia

Contact Name: Shernita Rochelle, JD

Title: Associate Vice President, Talent Development, UVA Human Resources

Phone Number: (434) 924-9054

Email: uup3dr@virginia.edu

Length of Service: EPS conducted a comprehensive climate review for UVA in 2023-2024.

Reference #3: Princeton University

Contact Name: Stephanie Davis

Title: Investigations Unit Director

Phone Number: (609) 258-4282

Email: Stephanie.davis@princeton.edu

Length of Service: EPS provided investigations training for Princeton in 2023, and we continue to respond to requests for various training initiatives.

Reference #4: Auburn University

Contact Name: Aria Allen

Title: Assistant Vice President, Equal Opportunity Compliance

Phone Number: (334) 844-4794

Email: aba0061@auburn.edu

Length of Service: EPS has been providing investigation services to Auburn since 2020 to present.

Reference #5: Chevron Phillips Chemical Company

Contact Name: Beth Roberts

Title: Compliance Manager

Phone Number: (832) 813-4749

Email: robermb@cpchem.com

Length of Service: EPS has been providing ongoing investigation services to CPChem since 2015 to present.

Reference #6: The Marino Group (Marine Repair Services, Inc./Container Maintenance Corp, Inc./CMC Logistics, LLC/Epic-Concepts, LLC/Intermodal Compliance Services, LLC/Reliable Fleet Services, LLC)

Name: Michael Holt

Title: General Counsel, SVP Human Resources, Chief Compliance Officer

Phone Number: (843) 971-1339, x1005

Email: mholt@mrs-cmc.com

Length of Service: EPS has been conducting investigations with Michael Holt since 2008 when he was with another company, and we have been providing services (primarily investigations) to the Marino Group since 2023 on an as needed/requested basis.

Reference #7: Cook Children's Health Care System

Name: Karen Wardell

Title: Associate General Counsel

Phone Number: 682-885-1772

Email: Karen.Wardell@cookchildrens.org

Length of Service: EPS has been providing services (climate assessments, investigations, and training) on an as needed basis since 2008 to present (approximately 16 years).

4. Specific Plan (Methodology) (RFP Ref Paragraph B.4, Page 7)

a. Approach to Providing Services

Investigative Service Best Practices

EPS relies on a set of established, yet continually revisited, set of best practices for investigations, and our investigations are consistent with the guidance outlined in ISO/TS 37008. Our goal with each investigation is to ensure a confidential, prompt, neutral, and thorough investigation, while being mindful of protecting employees from being branded by a complaint, as well as preserving any privilege working with in-house or external counsel involved in the investigation.

The following steps outline our general investigation approach, including assignment of a consultant:

- a. When a client reaches out to us with an investigation, our first action is to match the focus/nature of the investigation with the consultant's expertise and match their availability to conduct the investigation within the client's timeline. In some instances, our Mason contact may prefer a consultant whom they have worked with in the past, and we are happy to oblige that request;
- b. Once we identify the scope of the engagement, we prepare a letter of engagement, and in Mason's case we prepare a Statement of Work to be approved and submitted to Procurement for approval and assignment of a purchase order;
- c. Depending upon the urgency of the matter, it may be appropriate for the consultant to engage in a preliminary kickoff call with their Mason contact. In other instances, we wait for approval of the SOW and the purchase order number. Once approvals are in place, the assigned consultant will work collaboratively with our client (e.g., Mason) to arrange logistics for conducting the investigation to include the identification of and communication protocols with appropriate client contacts, scheduling process, preferred mode of conducting interviews (on-site, virtual video calls or phone calls - depending on client preference), and any travel or transportation requirements;
- d. After the logistics are established, the consultant will obtain and review all relevant background information regarding the complaint. For reference, EPS utilizes a shared file system for clients to upload documents that contain PII or other sensitive information for consultant review. This ensures the protection and confidentiality of this sensitive data/information. Access to this file system is provided after the SOW is approved;
- e. Next, the consultant will determine the investigation methodology and strategy;
- f. Based on the above, the consultant will prepare and transmit to the client an EPS investigation plan. The investigation plan will be updated, including timing estimates, as needed, and submitted to the client for review/approval;
- g. Throughout the investigation, the consultant will contact any other client staff, including attorneys, who need to be apprised of the status of the investigation;
- h. At the conclusion of the investigation, the consultant will verbally debrief the client as to their fact finding. This verbal debrief occurs prior to drafting any written summary;
- i. After the verbal debrief, the consultant will share report options with the client. If the client requests a written report or executive summary, the consultant will draft the report and submit it to the client for approval. Once the draft report is finalized, it will be submitted to the client in final form.

Internal Quality Control for Investigative Services (Including Climate Assessments)

At the outset of every investigation (or climate assessment), the investigation plan (or climate assessment plan) is reviewed by a member of our quality control team prior to its submission to the client. This quality review provides assurance that the investigation methodology/strategy outlined in the plan is well designed and considers the unique circumstance of each investigation or assessment. Should a consultant have any questions during the course of the investigation or assessment or if additional circumstances are

uncovered, the consultant may discuss them with their assigned quality control reviewer and update the “plan” accordingly.

If a client requests a written report following the verbal debrief of the investigation, the same quality control process is applied to the report – again ensuring that the report meets EPS work product standards.

Virtual Investigations/Climate Assessments

Travel concerns, remote locations, or an investigation/climate assessment that involves several disparate locations might warrant conducting the engagement virtually (or partially virtual) via the preferred video conferencing platform of the client. In fact, over the past several years our clients typically prefer our virtual investigation/climate assessment option unless something about the investigation/climate assessment warrants a face-to-face or hybrid approach.

Current technology allows the investigator to conduct interviews privately and confidentially with all of the benefits of a face-to-face conversation, helping reduce or completely eliminate travel-related costs.

Note: EPS consultants are located throughout the United States, and we make every effort to secure a consultant located near an investigation/climate assessment site when a face-to-face investigation/climate assessment is necessary or litigation is anticipated, to help minimize travel costs.

b. What, When, and How Services Will be Performed

When a need for services arises, Mason personnel will reach out to their EPS relationship manager, the Director of Corporate Operations and Consulting, to provide a high-level overview of the engagement and discuss the proposed timeline. As described previously, the Director of Corporate Operations and Consulting will match Mason’s need with a specific EPS consultant based on the consultant’s expertise related to the nature of the engagement, as well as their availability to meet Mason’s investigation/assessment start date or preferred delivery date for training engagements. The Director of Corporate Operations and Consulting will then make an introduction and coordinate a kickoff call with the Mason contact. The Director of Corporate Operations and Consulting will also work with the designated consultant to prepare a Statement of Work outlining the scope of the project, key deliverables, and estimated cost.

If the engagement involves investigative/assessment services, the consultant will work collaboratively with their Mason contact to arrange logistics for conducting the investigation/assessment to include the identification of and communication protocols with appropriate client contacts, scheduling process, preferred mode of conducting interviews (on-site, virtual video calls or phone calls - depending on client preference), and any travel or transportation requirements. Once the logistics are established, the consultant will obtain and review all relevant background information regarding the complaint and then proceed to conduct the investigation/climate assessment as noted above (See Section 4.a, Specific Plan/Methodology, Approach to Providing Services, on Page 18).

If the engagement involves training or coaching, the kickoff call will focus on the content of the training/coaching in order to customize the content based on the learning and development objectives.

As we have stated, our investigative and training services can be provided both in-person or virtually. Mason's preferences will be discussed during the initial call with their EPS relationship manager.

5. Proposed Pricing (RFP Ref Paragraph B.5, Page 7)

a. Investigative and Consulting Services (e.g., Investigations, Climate Assessments)

1. Hourly rate first five (5) investigative or consulting engagements - \$400/hour
2. Hourly rate after first five (5) investigative or consulting engagements - \$375/hour

Pricing Notes for Investigative and Consulting Services:

- Regarding investigative engagements, our fees are based on how much time is spent on a matter and by whom it is spent. The hourly rates of others at EPS who may assist the EPS Consultant, including a quality control review of any written report that is prepared at the conclusion of an investigative engagement, will also be reflected on the bill. A minimum time of 1/10 hour is charged for work performed, even though the actual time expended may be less. Work in excess of 1/10 hour is billed in increments of 1/10 of an hour.
- Rates include travel-related expenses if the consultant is traveling within a 50-mile radius of Mason's Fairfax campus.
- For consultant travel from outside the Mason Fairfax campus, travel will be reimbursed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.
- For investigative services conducted in-person, EPS charges travel time outside of a one-half-hour radius of the investigator's EPS office at one-half the investigator's standard hourly rate.
- Should a consultant be on site for an investigative service and if for any reason the scheduled investigative service does not go forward, EPS will charge the consultant's time, or a minimum of 2 hours, at the investigative service hourly rate. In addition, any non-refundable costs incurred prior to the cancellation of the onsite work will be billed to the client. This includes any fees necessary to change the travel plans (i.e., re-ticketing penalties). EPS will make a reasonable attempt to mitigate or avoid these expenses. Reimbursable travel expenditures will be billed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.

b. One-on-One Coaching

One-On-One Coaching will be provided at an hourly rate of \$400/hour. Minimum engagement of eight (8) hours. Minimum eight (8) hours includes preparation of the materials, any executive summary of the training that may be requested and debriefs.

Pricing Notes for One-on-One Coaching:

- The hourly individual coaching rate does not include actual, reasonable expenses or travel time for in-person coaching, which EPS will bill at a rate of \$100 an hour. Reimbursable travel expenditures will be billed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.

c. Group Training

Mode	Duration	Price
Face-to-Face	Up to 2 Hours	\$4,000
Face-to-Face	2-4 Hours	\$5,500
Face-to-Face	4+ Hours	\$7,500
Virtual	Up to 2 Hours	\$3,500
Virtual	2-4 Hours	\$5,000
Virtual	4+ Hours	\$7,000

Rates for group training engagements include all class content and materials preparation but do not include actual, reasonable expenses or travel time, which contractor will bill at a rate of \$100 an hour. *Reimbursable travel expenditures will be billed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.*

6. Other (RFP Ref Paragraph B.6, Page 7)

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

No, Employment Practices Solutions, Inc. is not 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.

Not applicable. Employment Practices Solutions, Inc. has not had any investigation or action from any state, local, federal or other regulatory bodies related to our firm.

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

Employment Practices Solutions, Inc. has not been involved as a party in any lawsuits in the last three (3) years.

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

Employment Practices Solutions, Inc. has not changed its name in the past ten (10) years.

Thank You

Thank you for giving Employment Practices Solutions, Inc. the opportunity to submit its response to RFP #GMU-DR1024-24 (Internal Investigative Consulting Services). If you have any further questions or require any additional information, please let us know.

We look forward to the opportunity to continue working with George Mason University to promote a respectful, fair, and equitable workplace environment for all their employees.

By: Employment Practices Solutions, Inc.

A handwritten signature in black ink that reads "Charlotte Cole Kirk". The signature is written in a cursive, flowing style.

Charlotte Cole Kirk
Director of Corporate Operations & Consulting

Submitted: November 21, 2024