



**STANDARD CONTRACT
 GMU-DR0709-25-01**

This Contract entered on this 20th day of May, 2026 (Effective Date) by Clark Hill PLC hereinafter called “Contractor” (located at 210 Carnegie Center, Suite 102, Princeton, NJ 08540) and George Mason University hereinafter called “George Mason,” “Mason,” or “University”.

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

II. SCOPE OF CONTRACT: The Contractor shall provide investigative services, conduct hearings and appeals, and trainings as related to Civil Rights compliance and similar human resource employment concerns for the Office of Access, Compliance and Community (“OACC”) of George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

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.

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 George 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 George 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 George 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.

George Mason may, upon written notice, terminate any individual Statement of Work (“SOW”) issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

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

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges. Contract prices for any additional one-year renewal period shall remain firm and unchanged in accordance with Attachment A, Clark Hill PLC Pricing Schedule.

Please refer to Attachment A: Clark Hill PLC Pricing Schedule

If travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by George Mason. George Mason does not allow hourly rates to be invoiced for travel time.

V. CONTRACT ADMINISTRATION: Thomas Bluestein, Associate Vice President, OACC, Title IX and ADA Coordinator of the Office of Access, Compliance, and Community, 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 George 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 George 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. Attachment A: Clark Hill PLC Pricing Schedule;
- D. Negotiation Responses dated March 18, 2026 (attached);
- E. RFP No. GMU-DR0709-25, in its entirety (attached);
- F. Contractor's proposal dated November 10, 2025 (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, this 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 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 during the contract period and for five (5) years after final payment. George 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 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. Nothing in this paragraph shall be construed to excuse George Mason from making payments to Contractor for services rendered within the scope of an executed purchase order.
- 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 George 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 George 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 George Mason upon request. George 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 George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: George 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 George Mason, George 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 George 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. George 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. 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 George Mason a credit for any savings.

- 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
Purch1@gmu.edu
 - 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: Deleted.

- M. COMPLIANCE: All goods and services provided to George 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), Virginia State Corporation Commission (SCC) registration, and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George 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 George Mason's written consent and only in accordance with federal law or the Code of Virginia.

- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George 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: The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

- 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, George 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 George 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: Deleted.
- V. FORCE MAJEURE: George 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 George 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 George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. FUTURE GOODS AND SERVICES: George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George 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 George 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 George Mason or to the failure of George 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 George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor. The damages available for any indemnity claim will be limited to damages recoverable in tort and within the limits of Contractor’s professional liability insurance.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of George Mason, but is engaged as an independent contractor. Nothing in this Contract is intended to, nor shall it create or be deemed to create any partnership, joint venture, franchise, agency or other legal association between the parties. The parties are independent contractors, and any references to a relationship other than that of independent contractors shall be of no force or effect. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George 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 George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.

- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason. George 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 George Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George 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) 2.1 AA. 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 George 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 George Mason University shall be named as an additional insured. By requiring such minimum insurance, George 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 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 George 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 George Mason will not be disclosed to any other person or entity without the written permission of George Mason.

Work Made for Hire. Contractor warrants to George Mason that George 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 George 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 George 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 George Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. NON-SOLICITATION / NON-COMPETE: George Mason University, as a state agency of the Commonwealth of Virginia, shall not be subject to or bound by any non-solicitation or non-compete provisions. All University positions are publicly posted, and contractor employees may freely apply for, be considered for, and accept employment with the University without restriction. Any provision to the contrary shall be deemed null, void, and unenforceable.
- GG. PAYMENT TO SUBCONTRACTORS: Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George 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 George 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 George 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.
- HH. PUBLICATION OF CONTRACT DOCUMENTS: It is a statutory requirement for George Mason to utilize eVA (electronic Virginia), the Commonwealth of Virginia's agency-wide procurement online system. This Contract and related documents, including but not limited to purchase orders, invoices, proposals, scopes of work and pricing data are subject to publication and shall not be treated as confidential or require notification to any party prior to disclosure.
- II. 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.
- JJ. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.
- KK. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for two-year periods under the current terms and conditions. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract period. This Contract will not exceed ten (10) years in length. Contract prices for any additional one-year renewal period shall remain firm and unchanged in accordance with Attachment A, Clark Hill PLC Pricing Schedule.
- LL. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George 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 George 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/>.
- MM. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason's reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason's request, provide

George Mason with a copy of its response.

If George 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, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason's reasonable requests in connection with its response.

- NN. 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.
- OO. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.
- PP. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George 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.
- QQ. SWaM CERTIFICATION: Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 60 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- RR. TARIFF & DUTY FEES: In the event that any new tariffs, import duties, taxes, or other government-imposed fees or restrictions are enacted or increased after the Effective Date of this Contract, and such impositions materially impact the Contractor's cost of goods, materials, or services required to fulfill its obligations under this Contract, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor must provide written notice and reasonable documentation supporting the increase in costs due to such governmental actions. The documentation should demonstrate: (i) the unit price paid by Contractor as of the date of contract award or date of Purchase Order issuance (whichever comes earlier) for the good or raw material used to furnish the goods to the University under this Contract; (ii) the applicability of the tariff to the specific good or raw material being impacted; (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material); and (iv) the additional charges to the University reflect a simple pass-through expense with no markup. The evidence submitted shall be sufficient in detail and content to allow the University to verify that the tariff is the cause of the price change. The University, in its sole judgement, will determine whether to accept and pay for such additional charges.
- SS. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George 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 George 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 George Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George 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 George 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 George 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 George 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 George 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.

TT. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George 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 George Mason, fully investigate the incident, and cooperate fully with George 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 George 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. George 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 George Mason; and (8) confidential student or employee information.
3. George Mason reserves the right in its sole discretion to perform audits of Contractor, at George 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 George 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.

UU. UNIVERSITY DATA UPON REQUEST, TERMINATION OR EXPIRATION: Upon request, termination or expiration of the Contract, Contractor will ensure that all University Data are securely provided, returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made. Transfer to George

Mason or a third party designated by George Mason shall occur within a reasonable period of time, and without significant interruption in service. University Data must be provided in the requested format. If it is unreasonable to provide University Data in the requested format, Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of George Mason or its transferee, and to the extent technologically feasible, that George Mason will have reasonable access to University Data during the provision of the data or transition. In the event that George 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 George Mason access to Contractor’s facilities to remove and destroy George 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 George 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 George Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on George Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

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

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

Clark Hill PLC

Signed by:


D2AE4B7BC32A45C...
Signature

Name: Vanessa Kelly

Title: Member of the Firm

Date: 5/20/2026

George Mason University

DocuSigned by:

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Signature

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 5/20/2026

**Data Security Addendum for inclusion in GMU-DR0709-25-01 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Clark Hill PLC (“Selected Firm/Vendor”) as of the Effective Date (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

- 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.

Clark Hill PLC

Signed by:

Vanessa Kelly

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Signature

Name: Vanessa Kelly

Title: Member of the Firm

Date: 5/20/2026

George Mason University

DocuSigned by:

Clifford Shore

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Signature

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 5/20/2026

Attachment A: Clark Hill PLC Pricing Schedule

Training - Hourly Rate	Vanessa M. Kelly	Sr. Partner	Trainer	\$385	\$390	\$395	\$400
	Maria F. Dwyer	Sr. Partner	Trainer	\$385	\$390	\$395	\$400
	Chris Luca	Jr. Partner	Trainer	\$375	\$380	\$385	\$390
	Natasha Jenkins	Sr. Attorney	Trainer	\$350	\$355	\$360	\$365
	Lauren Smith	Sr. Attorney	Trainer	\$350	\$355	\$360	\$365
	Shauna Duggan	Associate	Trainer	\$350	\$355	\$360	\$365
	Alexandra MacDonald	Associate	Trainer	\$350	\$355	\$360	\$365
Training - FLAT RATES							
TITLE IX, TITLE VI, TITLE VII, ADA	TBD	TBD		In Person - \$3,000	In person - \$3,100	In Person - \$3,200	In Person - \$3,300
	TBD	TBD		Remote - \$2,500	Remote - \$2,600	Remote - \$2,700	Remote - \$2,800
CYBER - TABLE TOP	TBD	TBD		In Person - \$5,000	In person - \$5,200	In person - \$5,300	In Person - \$5,500
				Remote - \$3,500	Remote - \$3,700	Remote - \$3,800	Remote - \$4,000



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

March 18, 2026

Vanessa Kelly
Member – vkelly@clarkhill.com
Clark Hill PLC
210 Carnegie Center, Suite 102
Princeton, NJ 08540

SUBJECT: Negotiations for RFP GMU-DR0709-25 Civil Rights Compliance Investigations Services

Dear Vanessa Kelly:

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. A response is requested no later than Thursday, March 23, 2026 by 2PM EST.

1. Clark Hill PLC provides an assigned Relationship Manager, Vanessa Kelly, as George Mason's primary point of contact for all services. Please confirm that Clark Hill PLC will notify George Mason of any changes to this assignment, within five (5) days of such change occurring. Confirm that Clark PLC will strive to ensure that there will be no changes to personnel working on an active case barring termination or other unavoidable circumstances to ensure continuity of services.

Clark Hill PLC Response: Vanessa Kelly will serve as George Mason University's relationship manager and the primary point of contact during term of contract. Clark Hill agrees to provide timely notice of any change to the relationship manager (within 5 days). Clark Hill also confirms that it will strive to ensure continuity of personnel working on an active case unless unavoidable circumstances require change. Clark Hill may make changes to its core team servicing GMU's contract as personnel join or depart the firm in the normal course.

George Mason's Response: This negotiation point has been finalized.

2. George 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. We would like to request, if practicable, that your firm provide more granular pricing at a reduced rate for related services (in addition to Investigations and Hearings) including support tasks such as review of reports, documents etc. (work product that goes through an internal quality control/sufficiency review) and training services. We also request that you provide your most competitive rates for all categories/services at this time. Please note that this contract will be open for cooperative procurements, meaning that other state agencies, public institutions, etc. can utilize/ride the resulting contract potentially resulting in more engagements for your firm. Taking this into account, please provide a separate Excel attachment with reduced pricing.

Clark Hill PLC Response: Please see excel spreadsheet relating to this response. You will note that we broke down the services for hearing into segments: preparation, attendance at hearing, and preparation of report, with varying rates for each of these services reflective of advanced skills for the services. Our quality control process is performed by one of our lowest billers during this process and we did not include a discrete line item for it. But the paralegal and junior associate rates are considerably lower than the partner rates.

For investigations, we have rates based on the level of experience of the investigator. During our initial conversation with GMU upon receipt of assignment, we can include a discussion about the appropriate level of the experience necessary for the investigation.

To accommodate the request for reduced billing rates, we proposed rates across the three years of the contract and a proposed extension rate. There are very modest increases between the years of the contract, generally \$5 per hour. Please let us know if the three-year rate system is acceptable. If not, we are open to further negotiations over rates.

We have also included a proposed rate for our SWAM partner, Brooke Kennington, Esq.

George Mason Response: Thank you for providing the updated pricing table with the granular breakout of your services and updated rates for the base period and one year renewal option. To assist us in the review of this updated table, we would greatly appreciate it if you could crosswalk these new categories/roles to the rates, titles, and team that you provided in your original proposal/pricing so we can compare the changes to the rates and tie them back to the categories/roles you initially provided.

Clark Hill PLC Response: We have revised the pricing table to show a comparison from the original rates provided in our response to the RFP GMU-DR0709-25 and our negotiated proposal for rates for Years 1, 2, 3, and for any extension of the contract.

Example: For Hearing Officer Work performed by Sr. Partners Vanessa Kelly or Maria Dwyer, we originally proposed \$400 per hour. For Year 1, the negotiated rate is \$375 per hour for the pre-hearing preparatory work, and \$385 per hour for attendance and hearing and preparing final determination. The original proposal did not differentiate between these services. These rates increase by \$10 per year.

Please note: Our original proposal did not include a separate rate for Appeal Officer services but rather used the proposed rate of \$400 for hearing services. We have included a negotiated rate of \$395 for Year 1, and the rates will increase by \$5 for Year 2, and by \$10 for subsequent years.

Please note: Our original proposal did not include a rate for services such as quality assurance or assistance level work. After receiving GMU's comments in negotiations, we proposed this function to be performed by two certified paralegals who will bill for such services at \$265 in Year 1, and rates will increase by \$5 per year.

3. Are there any additional financial or value-added incentives for George Mason that can be provided by your organization?

Clark Hill PLC Response: Clark Hill can provide access to its thought leadership (articles, alerts, blogs), complimentary webinars or conferences to any George Mason employee. Topics can include Title IX, Title VI or Title VII, other employment related topics, higher education topics, cyber topics, contracts or corporate transactions, privacy, real estate, construction, or litigation generally. Clark Hill is a full-service law firm and is active in sharing its thought leadership.

Additionally, the Clark Hill team assigned to this contract can provide training to GMU employees on issues specifically related to Title IX, EEO, ADA, employee relations best practices, or other issues administered by the GMU offices receiving the benefit of this RFP.

George Mason's Response: Please confirm if there are costs associated with this value-added training that is not already listed in your training pricing.

Clark Hill PLC Response: There are no additional costs associated with value-added training other than the rates that are set forth. For employment related training, higher education topics, contracts, corporate transactions, and so on, we will use the hourly rates set forth in the proposal – using the rates for Vanessa Kelly and Maria Dwyer for any senior partner-level trainer; the rate for jr. partner-level

trainer, we will use the rate for Chris Luca, and for any associate trainers, we will use the rate for Natasha Jenkins, Lauren Smith, Shauna Duggan and Alexandra MacDonald.

For flat fees – we will use the flat rates quoted for the Title IX, VI, VII, and ADA for employment and higher education topics.

For flat rates for Cyber or Privacy, we will use the rate quoted for the Cyber table top training, unless the firm's typical rate for the training is less, and then GMU will receive the benefit of that reduced rate.

For flat rates outside of employment/higher education, the rate will fall between the employment and the cyber rates. We will advise of the training price at the time the training is arranged.

4. Please clarify your split rate for Lindsey MacDonald Dugan "Hearing Officer/Investigator" as it shows two different rates for this category at \$385/\$350. Please clarify why there are two rates for the same category and how each will be triggered.

Clark Hill PLC Response: It was intended that the higher rate of \$385 was for attorney MacDonald for provision of services as a hearing officer, and the lower rate of \$350 for provision of services as an investigator. Our spreadsheet shows the rates and positions of the service provider in greater detail and rate transparency.

George Mason's Response: This negotiation point has been finalized.

5. Confirm you acknowledge and accept out-of-pocket expenses must be pre-approved by George Mason and invoiced on a reimbursement basis, at cost. There will be no reimbursement for administrative costs including but not limited to; faxing, office supplies, phone, etc.

Clark Hill PLC Response: Clark Hill acknowledges receipt of and agreement to George Mason's expense reimbursement policy.

George Mason's Response: This negotiation point has been finalized.

6. Confirm you acknowledge and accept if travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by George Mason. George Mason does not allow hourly rates to be invoiced for travel time.

Clark Hill PLC Response: Clark Hill understands and accepts George Mason's travel policy.

George Mason's Response: This negotiation point has been finalized.

7. Will Clark Hill PLC agree to meet with George Mason, virtually, before the start of each case to ensure you can meet George Mason's specific needs in managing the case? Please confirm that your organization can participate in such meetings at no additional cost to George Mason.

Clark Hill PLC Response: Clark Hill confirms that it will meet with George Mason at the commencement of any new case to discuss management needs, scope, facts, and address any questions prior to providing services. Clark Hill agrees this initial meeting will be at no cost to George Mason.

George Mason's Response: This negotiation point has been finalized.

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

Clark Hill PLC Response: Clark Hill confirms that it will collaborate with the George Mason team to discuss questions or materials to be used in any assigned case and to share information received directly from witnesses or parties, as in the case of investigations.

As is our practice on earlier contracts with GMU, we provide a draft word version of what is intended to be a final work product to ensure compliance with GMU's policies and procedures and to address any questions about the work product. We will continue this practice under any newly assigned contract.

George Mason's Response: This negotiation point has been finalized.

9. 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/George Mason EO offices on campus. Please confirm your organization can provide responsive reporting of prohibited conduct within a 72-hour period of discovery.

Clark Hill PLC Response: Clark Hill acknowledges and agrees to these requirements.

George Mason's Response: This negotiation point has been finalized.

10. Offeror acknowledges and agrees to safeguard all University information (including confidential, restricted, and regulated data) whether shared orally, in writing, or electronically, and to comply with all confidentiality, privacy, and information security requirements stated herein and in the resulting contract.

Clark Hill PLC Response: Clark Hill agrees to these requirements. Our law firm uses encrypted email, two factor authentication for shared portals (network, one drive, vpn) and limits access to file materials to only those employees working on an assigned case. All Clark Hill employees are trained and informed of privacy, confidentiality, and cyber/data protection and protocols regularly.

George Mason's Response: This negotiation point has been finalized.

11. If there are any risks associated with an investigation or assessment, will Clark Hill PLC agree to communicate these risks to George Mason in writing within 24 hours of discovery?

Clark Hill PLC Response: As to risk, Clark Hill understands this to mean a risk to health or safety, and not a legal risk, which can be included in any complaint subject to investigation.

Clark Hill agrees to promptly inform George Mason regarding any risks to the health and safety of any individuals directly involved in the investigation, the GMU community, or the public generally, and to escalate such notice to the General Counsel's office as appropriate.

George Mason's Response: This negotiation point has been finalized.

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

Clark Hill PLC Response: Clark Hill understands this provision and agrees there is no guarantee of any monetary amount of business.

George Mason's Response: This negotiation point has been finalized.

13. Confirm you will not add additional terms and conditions to any scope/statement of work (SOW), quote, or proposal issued to George Mason. George Mason should not be required to sign a separate SOW, quote, or proposal and each shall be limited to an outline or description of the work to be performed under each specific engagement. George Mason's issuance of a Purchase Order is considered confirmation of the engagement. All

engagements issued under this agreement shall be governed by the negotiated terms of Contract GMU-DR0709-25.

Clark Hill PLC Response: Clark Hill will prepare a statement of work that complies with the contract, without additional charges or conditions, at the request of GMU to facilitate its process of issuing purchase orders. This scope of work serves as an anticipated estimate of the fees to be incurred in the assignment.

George Mason's Response: This negotiation point has been finalized.

14. If awarded a contract, do you acknowledge, agree and understand that all invoices must come from and be payable to Clark Hill PLC? Mason will not accept invoices from subcontractors.

Clark Hill PLC Response: Clark Hill understands that all invoices will be sent from and payable to Clark Hill PLC. Any subcontractor work (such as work performed by a SWAM partner) will be included on the Clark Hill invoice with Clark Hill being responsible for payment of such invoices.

George Mason's Response: This negotiation point has been finalized.

15. Clark Hill PLC maintains a 30-day retention period for all case files and related documentation. Please confirm that, prior to any file destruction, you will provide written verification that George Mason has received all required documents.

Clark Hill PLC Response: Clark Hill's retention period is longer than 30 days and complies with the record keeping provisions of the states in which the law firm holds offices and has attorneys providing services. Nonetheless, Clark Hill will ensure that George Mason regularly receives copies of all required documents at the close of an assignment, even if the records are not subject to destruction at that time. This is just part of our best practices.

George Mason's Response: This negotiation point has been finalized.

16. In accordance with Virginia Code § 2.2-507, confirm Clark Hill PLC 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.

Clark Hill PLC Response: Clark Hill understands that it will not be providing attorney-client services to George Mason and will not act in a legal capacity on its behalf.

George Mason's Response: This negotiation point has been finalized.

17. Some of the Exceptions/Revisions provided to George Mason's Standard Contract are atypical compared to most responses we've seen in this commodity and seem to be edits for a contractor providing legal services. George Mason is unable to accept changes to the following clauses:

- E. Audit – George Mason cannot accept your addition.

Clark Hill PLC Response: We understand and will accept the contract without this addition.

George Mason's Response: This negotiation point has been finalized.

- K. Claims – This is the only process for submitting claims to George Mason, a public university and agency of the Commonwealth of Virginia. We will not agree to modification.

Clark Hill PLC Response: We accept and understand the claims submittal process and will accept the contract without this provision.

George Mason's Response: This negotiation point has been finalized.

- I. Cancellation of Contract – We cannot include your addition in a contract for which we are not engaging in legal services.

Clark Hill PLC Response: Understood and we will accept the contract without this provision.

George Mason's Response: This negotiation point has been finalized.

The changes to the following clauses are accepted with modifications:

- F. Availability of Funds – No Purchase Order will be issued to Clark Hill PLC if funds are not available. A PO must be in place prior to services rendered and a PO is George Mason's contractually bound promise of payment. We can accept the addition in red with the underlined portion added.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George 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. **Nothing in this paragraph shall be construed to excuse George Mason from making payments to Contractor for services rendered within the scope of an executed purchase order.**

Clark Hill PLC Response: This addition is acceptable to Clark Hill.

George Mason's Response: This negotiation point has been finalized.

- II. Renewal of Contract – George Mason will notify you if we do not intend to renew the contract. We can accept the addition in red.

RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed ten (10) years in length.

1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the "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, **unless otherwise agreed to by the parties.**

Clark Hill PLC Response: Clark Hill accepts this revision.

George Mason's Response: This negotiation point has been finalized.

- Y. Indemnification – We would appreciate clarification on what the underlying concern is and the need for the revision to this clause as legal services are not contemplated under this agreement and we would not have a claim for malpractice because your firm is not providing legal services. Do you need the addition in red given that this contract is not for legal services? Please consider that George Mason University is a government agency (entity of the Commonwealth of Virginia) and has sovereign immunity under the Code of Virginia.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George 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 George Mason or to the failure of George 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 George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor. **The damages available for any indemnity claim will be limited to damages recoverable in tort and within the limits of Contractor's professional liability insurance.** ~~The period for asserting any indemnity claim will be the statute of limitations period for bringing a malpractice claim.~~

Clark Hill PLC Response: Clark Hill will accept this provision and the deletion of the final sentence of this provision.

George Mason's Response: This negotiation point has been finalized.

The changes to the following clauses are accepted:

- J. Changes to the Contract
- L. Collection and Attorney's Fees
- P. Continuity of Services
- U. Export Control – will delete

Please advise if you have any questions or need clarification before responding.

Regards,



Davena Reynolds, MBA, VCO, VCCO
Senior Buyer
dreyno3@gmu.edu



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



REQUEST FOR PROPOSALS
GMU-DR0709-25

ISSUE DATE: October 14, 2025
TITLE: Civil Rights Compliance Investigation Services
PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer
SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director, Strategic Sourcing

QUESTIONS/INQUIRIES: Submit all inquiries through George Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on October 21, 2025. All questions must be submitted through George Mason's Bonfire portal. For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on October 23, 2025.

PROPOSAL DUE DATE AND TIME: November 11, 2025 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. George 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 the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

Option 1: Full Acceptance:

- 1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have no proposed changes.
3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason.

Option 2: Proposed Exceptions and/or Additional Documents Submitted:

- 1. We have reviewed George Mason's Standard Contract and all related documents.
2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason.

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.

OFFEROR PROPOSAL SUBMISSION CHECKLIST

Offerors responding to this RFP should use this checklist to ensure all requested documents are completed and submitted with their proposal.

- RFP Cover Page, accurately filled in and signed with checked off box confirming your proposal contains any exceptions to George Mason's Standard Contract and all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract.
- All addenda, if any were issued and a signature line is included.
- Attachment A - Small Business Subcontracting Plan. This is a requirement for all Offerors.
- Exceptions (if any) to George Mason's Standard Contract.
- Any Statements of Work or supplemental document(s) George Mason may be required to sign or that could potentially be incorporated into a final contract or apply during the term of a resulting contract.
- Any agreement that George Mason would be required to sign with a third party.
- State your payment preference as required in Bonfire. Only select one payment option.
- If your proposal contains proprietary information, you must submit a second copy in accordance with Section XII.A.1. General Requirements and Section XII.A.2.d. that outlines the specific submission format.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish contracts through competitive negotiations with one or more qualified vendors to provide investigative services, conduct hearings and appeals, and trainings as related to Civil Rights compliance and similar human resource employment concerns for the Office of Access, Compliance and Community (“OACC”) of George Mason University. George Mason University (herein after referred to as “George Mason,” or “University”) is a public institution of higher education and agency of the Commonwealth of Virginia.

It is the University’s intention to award multiple contracts under this solicitation however, it is at our sole and absolute discretion how many contracts are awarded. There is no minimum or maximum number of awards guaranteed under this solicitation.

Note 1: The Office of Access, Compliance, and Community (OACC) will serve as the primary user of the resulting contracts. Other George Mason departments may access and utilize these contracts at their discretion. All work performed under the contracts must be approved by the designated Contract Administrator.

Note 2: Mason currently holds contracts with several vendors providing similar services. Vendors with existing contracts must respond to this RFP to be considered.

- 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 George Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is George Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of George Mason’s standard two-party contract and George 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 George 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, George 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.
- H. Non-compete or non-solicitation clauses.

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 George Mason prior to the start of the contract.

In addition to the above note, the Offeror must submit with their proposal any agreement that George 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 George Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by George 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 George Mason by the entity awarded a contract. Subcontractors cannot submit invoices to George Mason under any resulting contract.
- IX. PERIOD OF PERFORMANCE:** Two (2) years from Effective Date of contract with four (4) successive two-year renewal options (or as negotiated).
- X. BACKGROUND:** George Mason University utilizes external hearing and appeal officers to ensure impartial and independent evaluations of civil rights cases. Additionally, external investigators may be engaged when internal resources are at capacity. The resulting contract from this solicitation will be used on an as-needed basis, with no guaranteed spend. During the previous contract term, Mason paid approximately \$2.68 million for all contracted services. For reference, prior contract documents are available in Mason's contract portal at <https://gmu.cobblestone.software/public/default.aspx>, under the categories "Sexual Misconduct/Title IX Hearing Services" and "Title VII, IX, and ADA Investigation Services."
- XI. STATEMENT OF NEEDS:** The Office of Access, Compliance, and Community, ("OACC") seeks contractors to provide investigative services, hearing and appeal officer support, and related trainings pertaining to industry changes and requirements. Training services are requested on an as-needed basis. The contractor should demonstrate expertise in higher education administration and possess experience handling cases involving Title VI, Title VII, Title IX, and ADA compliance. Services may include conducting internal investigations at the discretion of the university, initiating inquiries promptly, interviewing involved parties, and delivering comprehensive investigative reports in a timely manner. All George Mason University Policies can be found here: <https://universitypolicy.gmu.edu/all-policies/>.

External Investigator

The role of external investigator supplements OACC's team of investigators by completing timely, neutral, and fair investigations under University Policies 1201, 1202, 1204, and other related policies. This includes investigations related to allegations of violations of Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, other university policies, and Virginia Department of Human Resource Management policy 2.35 ("Civility in the Workplace") <https://www.dhrm.virginia.gov/docs/default-source/hrpolicy/policy-2-35-civility-in-the-workplace-policy.pdf>. Investigators will be expected to:

- Communicate with parties on behalf of the University to schedule interviews, meetings, etc.;
- Collect and document evidence throughout the investigation;
- Summarize and deliver interview summaries for parties and witnesses in a timely manner;
- Provide fair, neutral, and unbiased services throughout the investigation;
- Employ a trauma-informed perspective when working with parties and witnesses during the process;
- Prepare evidence review packets and final investigative reports;
- In certain situations, complete an analysis and/or discussion section, determining if University policy/law has been violated or not;
- Apply the same process and procedure as internal investigators by collaborating with various members of OACC.
- Provide investigations in line with established policies and procedures for partner offices, including Employee Relations, for cases involving possible employee misconduct, civility, etc.

Hearing Officer

The role of hearing and appeals officers are to conduct neutral and fair administrative hearings and reviews of investigations should a party (parties) appeal a determination(s). This includes hearings and appeals related to allegations of violations of Title IX of the Education Amendments of 1972. Hearing officers and appeal officers should also have experience overseeing hearings and appeals related to alleged violations of Title VI and VII of the Civil Rights Act of 1964. Hearing officers and appeal officers should expect to:

- Work with the Office of Access, Compliance, and Community’s designee on scheduling and following established timelines for completing hearings and appeals;
- Prepare for hearings by reviewing the entire investigative record and/or investigative file materials in advance of the hearing/appeal;
- Ensure that all parties have a fair opportunity to participate in the proceedings;
- Conduct hearings by convening and running them using a University-provided script. Conducting hearings includes questioning investigators, parties, and witnesses, and overseeing cross-examination, in line with the current federal Title IX Regulation;
- Make question by question determinations as to whether questions are relevant to the allegations contained in the cases’ notice of investigation;
- Determine the credibility and relevance of information submitted before and during the hearing;
- Make findings based on a pre-determined standard of review (responsible v. not responsible);
- Complete post-hearing paperwork as required;
- Employ a trauma-informed perspective when working with parties and witnesses during the process;
- Conduct appeals in line with current University policy and procedure, including making determinations to uphold a determination or remand with instructions to the University for resolving the issue(s) on appeal.

Additional Services/Training

Finally, OACC seeks a contractor who can provide additional services, beyond those described above, including training on a variety of civil rights and employment-related issues, and providing informal resolution services to resolve complaints of violations of Title IX and/or Titles VI and VIII. These Training Services are secondary to the Investigative Services listed above and the training sessions will only be necessary for Mason new hires, any updates or changes to the industry, or if required by law. The contractor should expect to:

- Work with the Office of Access, Compliance, and Community’s designee on scheduling and following established timelines for completing informal resolutions;
- Work with OACC and various partner offices, including Employee Relations, to deliver high-level, current, and relevant training related to compliance matters, including but not limited to: Title IX investigations, hearing officer training, advisor training, workplace investigations training, and civility in the workplace training.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to George 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. George 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. George 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 George 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. George 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. Proposal submissions must not exceed 15-20 pages, excluding resumes and work samples.

- 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 George 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.

George 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 George 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 George 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. Proposals should be 11-point or larger and should not exceed 20 pages in length, excluding the procedural information, executive summary, and resumes.

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 George Mason's two-party contract, Attachment B.
- d. Any SOW or supplemental document George Mason may be required to sign. See section IV. Final Contract
- e. State your payment preference as required in Bonfire. (See section XIV.)
- f. Answer the below questions with your proposal submission through Bonfire, as required.
 - o Are you and/or your subcontractor currently involved in litigation with any party?
 - o 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.
 - o Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - o In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.

2. Executive Summary: 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 to include the following:
 - a. Background and brief history of your company, including number of years of experience providing these services.
 - b. Names, qualifications and experience of key personnel to be assigned to work with George 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. What, when and how services will be performed.
 - b. Your approach to providing the services described herein including the following:
 - o Demonstrated knowledge of Title IX and/or Title VI and VIII (and other applicable) regulations including Virginia law.
 - o Demonstrated knowledge of trauma informed interview techniques.
 - o Demonstrated ability to provide a fair, unbiased, and neutral findings.
 - o Demonstrated ability to assess data (including reports, documents, images, witnesses, etc.) for relevancy and creditability.
 - o Demonstrated training or consulting work that have been provided by the vendor to higher education institutions and/or professionals relevant to sexual misconduct practices.
 - c. Your methodology for objective case review and methods for conducting comprehensive investigations.
 - d. Methodology for conducting investigations in a professional and confidential manner.
 - e. Communication plan with the department.
 - f. Methodology for maintaining confidentiality of all documents and information.
 - g. Methodology for working with OACC to establish case parameters and specific investigation plans.
 - h. Any other methods to execute the required services listed in the scope of work.

5. **Proposed Pricing:**
 - a. Offerors shall provide hourly rates for all labor categories (investigators, hearing officers, or other associated personnel) who may perform services described herein, with clearly specified titles and roles and any other fees or costs for services described herein, using the format below. Any additional fees not specifically contemplated in this RFP must be included in your proposal. Mason will not accept undisclosed fees that are added to invoices.

Rates must include travel-related expenses if Offeror is traveling within a 50-mile radius of George Mason's Fairfax campus. If the Offeror is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be paid on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. Additional hourly rates for travel will not be considered.

- b. Provide a sample invoice for your services. Mason has provided an Example Invoice as Attachment C – Sample Invoice Format showing an acceptable breakdown for an example project for a consulting engagement. At a minimum, contractors are required to provide a breakdown of the hours worked, the rate, all fees, and the total per engagement/project or per day for these services.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purpose	25

2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Price Offered	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:		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 George 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, George 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 George 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. George 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.*).

XIV. CONTRACT ADMINISTRATION: Upon award of the contract, George 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 George 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.

XV. 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-George 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.

XVI. 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, George 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 George 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 George Mason’s Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. George 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 GEORGE MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official George 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, George 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. George 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 contact because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: George 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 George Mason all such information and data for this purpose as may be requested. George Mason reserves the right to inspect the offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. George Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy George 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* George 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: George Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVII. RFP SCHEDULE (Subject to Change): Go to George Mason’s Bonfire Portal for all updates and schedule changes. The

schedule notated below is tentative and subject to change. Note that all Addendums, Question and Answers, and any other documentation or RFP updates will be posted and made available in Bonfire: <https://gmu.bonfirehub.com>

In the event of a conflict between the dates listed in this RFP and in Bonfire, the dates listed in Bonfire shall take precedence.

RFP Schedule (Subject to Change)	
Issue Date	October 14, 2025
Contractor Questions Due	October 21, 2025 by 4:00PM ET
George Mason University Response to Contractor Questions	October 23, 2025 by 5:00PM ET
Proposal Submission Deadline (Bonfire ONLY)	November 11, 2025 by 2:00PM ET
Committee Evaluation	November 14, 2025 - December 03, 2025
Oral Presentations (If Requested)	Week of January 12, 2026
Finalist Negotiations	January 19, 2026 – January 30, 2026
Notice of Award	February 06, 2026
Contract Start Deadline	TBD

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



Purchasing Department
 4400 University Drive, 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 _____, 2025 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “George Mason,” “University”.

I. WITNESSETH that the Contractor and George 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 George 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 George 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 George 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.

George Mason may, upon written notice, terminate any individual Statement of Work (“SOW”) issued under this Contract for convenience, without terminating the Contract as a whole. Termination of a SOW shall be effective immediately after receipt of written notice. Upon termination of a SOW, George Mason shall be liable only for payment of services actually performed and accepted up to the effective date of termination, reimbursable expenses incurred prior to the effective date of termination (if applicable and in accordance with the SOW), and any non-cancellable commitments expressly authorized in the SOW. Termination of an SOW shall not affect the validity or enforceability of the Contract or any other SOWs then in effect.

III. PERIOD OF CONTRACT: Two years from the Effective Date with four (4) successive two-year renewal options. *(or as negotiated)*

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. George 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 George 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 George 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).

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, this 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 this 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. George 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 George 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: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George 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 George 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 George Mason upon request. George 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 George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: George 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 George Mason, George 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 George 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. George 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 George 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 George 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 George Mason with all vouchers and records of expenses incurred and savings realized. George 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 George Mason within thirty (30) days from the date of receipt of the written order from George 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 George 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 George 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 George 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 George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George 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 George Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George 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 George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George 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 George 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, George 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 George 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 George Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from George Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the George 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 George Mason of any Munitions Item, it will reimburse George 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 George 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 George Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** George 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 George 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 George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George 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 George 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, 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 George Mason or to the failure of George 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 George 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 George Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George 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 George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason. George 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 George Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George 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) 2.1 AA. 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 George 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 George Mason shall be named as an additional insured. By requiring such minimum insurance, George 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 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 George 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 George Mason will not be disclosed to any other person or entity without the written permission of George Mason.
2. Work Made for Hire. Contractor warrants to George Mason that George 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 George 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 George 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 George 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 George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George 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 George 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 George 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, George Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed ten (10) years in length.
1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the “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.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George 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 George 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 George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason’s reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason’s request, provide George Mason with a copy of its response.
- If George 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, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George 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 George Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George 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 George Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by George 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 George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George 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 George 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 George Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George 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 George 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 George 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 George 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 George 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 George 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 George Mason, fully investigate the incident, and cooperate fully with George 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 George 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. George 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 George Mason; and (8) confidential student or employee information.

3. George Mason reserves the right in its sole discretion to perform audits of Contactor, at George 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 George 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 George Mason in its sole discretion within 180 days of the request being made. Transfer to George Mason or a third party designated by George 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 George Mason or its transferee, and to the extent technologically feasible, that George Mason will have reasonable access to University Data during the transition. In the event that George 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 George Mason access to Contractor’s facilities to remove and destroy George 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 George 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 George Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on George 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 George Mason are subject to George 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-DR0709-25 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") as of the Effective Date (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: _____

ATTACHMENT C: SAMPLE INVOICE FORMAT

SAMPLE INVOICE

Company Name
 1. Street Address
 City, ST ZIP Code
 Phone: Fax:

3. INVOICE #:15454
 4. 3/31/2025
 5. PURCHASE ORDER #: PO05156064

BILL TO:
 2. George Mason University
 Attn: Accounts Payable
 4400 University Dr.
 4200 Merten Hall, MSN 3C1
 Fairfax, VA 22030
 Email: acctpay@gmu.edu

Invoices must contain ALL of the following in order to be processed:
 1. Remit to payment address
 2. Mason as the party to be billed
 3. The vendor supplied invoice number
 4. The date of service and/or shipment
 5. The purchase order number (**starts with PO**)
 6. Description of goods or services

Hours listed in increments of 15 minutes. For example: 15 minutes = 0.25 hours

Project Title:	Example: Case Number 123456			
Date of Service	Description of Activities	Hours	Rate	Total
1/1/20XX	Initial meeting to review details	4.5	\$200.00	\$900.00
1/2/20XX	Identify main issues -write scope	2.25	\$150.00	\$337.50
1/7/20XX	Evaluate for solutions	3.75	\$250.00	\$937.50
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total due: _____

Other Comments/Contact Information



Response to Request for
Proposals: GMU-DR0709-25



November 11, 2025

Prepared for

George Mason University

Civil Rights Compliance Investigation Services



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1. Procedural Information

The following forms have been uploaded to the GMU submission page on the Bonfire Hub portal.

1. Cover Page: George Mason University RFP GMU-DR0709-25
NOTE: Attached to the Cover Page are Clark Hill's Exceptions to George Mason University's Standard contract.
2. Attachment A: Small Business Subcontracting Plan
3. Optional Items not included:
 - a. Signed Addenda as applicable (There were no addenda issued for this RFP)
 - b. A redacted version of the proposal

NOTE: The Cover Page Form, with the attached Exceptions to George Mason University's Standard Contract and the Attachment A: Small Business Subcontracting Plan have also been included in Appendix B: Required Forms and Information at the end of this proposal document.

Mandatory Questions

Clark Hill has responded to the mandatory questions in the appropriate section of the GMU Bonfire Hub portal. These responses are also included in Appendix B: Required Forms and Information at the end of this proposal document.



2. Executive Summary

(2) Clark Hill PLC appreciates the opportunity to submit our qualifications to George Mason University to provide Civil Rights Compliance Investigation and Hearings Services in response to RFP GMU-DR0709-25. Clark Hill is proud to have provided GMU with Title IX Hearings and Appeals services since 2021 and we look forward to expanding our role in support of GMU and its educational mission. We have assembled a comprehensive and well-balanced team experienced in assisting academic institutions when representation is needed for matters involving Title VI, Title VII, Title IX, ADA, and other statutory and regulatory obligations related to civil rights compliance.

(2) Our team is intimately familiar with the issues and needs of higher education clients, having provided a variety of legal and HR-related services for many years to colleges and universities across the country. We counsel higher education institutions on all facets of Title IX Compliance as well as advice on Clery Act and FERPA guidance, and ongoing consultations relating to addressing LGBTQ+ students and issues relating to gender identity and expression. Our team provides confidential services to institutions of higher education, including serving as Title IX Hearing and Appeal Officers, Investigators, and Advisors; and serving as Hearing Officers, Advisors and Investigators for Discrimination or Harassment (Non-Title IX) Grievance Processes and serving as Hearing Officers for other Student or Faculty Misconduct matters. We have also provided administrative support for those institutions needing assistance with case management, scheduling, and hearing administration.

(2) All members of the legal team receive regular training on Title IX and Other Statutory Anti-Discrimination/Harassment Statutes, as well as the principles of Trauma Informed interviewing and investigation techniques. Our Team offers tailored, hands-on training options for our clients in the higher education space, as well as many other industries. We will leverage this experience and that of our colleagues at Clark Hill subsidiary HR/Advantage Advisory (HR/AA) to cost-effectively provide high-quality, comprehensive, and customized solutions to meet the civil rights compliance needs of GMU.

(2) Our highly experienced Clark Hill attorneys and HR/AA human resource professionals have a combined 100+ years of experience and form an interdisciplinary team that offers a broad range of services to colleges and universities. Given the vulnerability of students and the obligations of educational institutions under Title IX and other civil rights statutes, Clark Hill has built a practice with the belief that it is essential to have attorneys with varied experiences and perspectives in order to help institutions, students/families, employees, and faculty navigate the complex and nuanced world of civil rights related compliance, disciplinary proceedings, and litigation.

(2) Those of us who work in this area care deeply about the academic institutions, students, and faculty we work with and work to ensure that all parties have a fair process when discipline or sanctions are considered for civil rights violations. We believe that by offering a full suite of services driven by an understanding of all sides of the equation, our Team is uniquely qualified, experienced, and knowledgeable about the intricacies of this ever-changing area of the law.



3. Qualifications and Experience

Firm Background (3.a)

(3.a) Founded in 1890, Clark Hill is a multidisciplinary, international law firm that provides innovative legal solutions and client-service excellence. With more than 750 attorneys and professionals in 29 offices in the United States, Ireland, and Mexico, we pride ourselves on our entrepreneurial, practical mindset in meeting our client's needs and objectives. We are a law firm that values our employees and has a deep commitment to mutual respect, ethical behavior, and client and community service.

(3.a) At Clark Hill, our value proposition is simple. We offer our clients an exceptional team, dedicated to the delivery of outstanding service. We recruit and develop talented individuals and empower them to contribute to our rich diversity of legal and industry experience. We work in agile, collaborative teams, partnering with our clients to help them reach and exceed their organizational goals. In our work and our relationships, we are guided by our Mission to serve and treat our clients and each other with integrity and compassion while providing effective, high-quality service in a modern and innovative way.

(3.a) The attorneys proposed to represent GMU in Civil Rights Compliance and Investigation Services are part of our Labor and Employment practice. This practice group includes more than 80 attorneys nationwide who represent public and private employers, senior executives, and managers in all aspects of labor and employment law and our experience is deep, including Civil Rights and Title IX matters, as well as litigation, class action litigation, advice and counseling, organized labor matters, benefit plan design, training and compliance, investigations, and more. We are committed to providing administrators, executives, managers, and HR professionals with creative solutions that maximize management flexibility and minimize risk in the educational and labor and employment arena.

(3.a) Our Labor and Employment practice is augmented by our Education industry attorneys who have extensive experience counseling universities, community colleges, public school districts, charter schools, intermediate school districts, and independent schools on legal issues that impact all facets of school operations.

HR/Advantage Advisory LLC

(3.a) As noted in our Executive Summary, our legal team partners with professionals of Clark Hill's subsidiary HR/AA. The team at HR/AA offers public and private sector clients robust outsourced human resource (HR), risk management, consulting, and compliance solutions. HR/AA is a subsidiary of Clark Hill Founded in 2017. The organization is different from other HR service providers because it is backed by a national law firm and staffed by certified HR professionals that work closely with and have ready access to our attorneys.

(3.a) The HR/AA team includes several experienced HR professionals who regularly provide investigative services to workforces in employment matters and who are certified as Title IX



investigators. HR/AA personnel have a unique depth and breadth of strategic business and HR knowledge from holding senior-level positions with business, governmental, and nonprofit organizations. They serve both the public and private sector higher education clients, and understand the similarities and unique differences among these clients. HR/AA’s senior-level professionals add value to clients by not only providing exceptional HR services but also aligning these services to support key organizational and drivers.

Qualifications of the Professional Team (3.b)

(3.b) If selected as counsel, Clark Hill will designate attorney Vanessa M. Kelly as relationship manager to oversee and supervise our legal services and be the primary point of contact, especially regarding new matters. Vanessa is a certified Title IX investigator and hearing officer who currently serves as a Title IX Hearing Officer for a GMU. She also provides counseling and compliance services for numerous other university clients and is the co-chair of Clark Hill’s Title IX, Campus Discipline, and Sports Compliance Group.

(3.b) In addition to Vanessa, attorney Maria Fracassa Dwyer will serve as an investigator and hearing officer for GMU, as well as facilitate training programs. Maria co-chairs the Title IX, Campus Discipline, and Sports Compliance Group for Clark Hill’s higher education clients along with Vanessa. Their combined experience spans 50 years of legal practice.

(3.b) As relationship manager, Vanessa will lead a team of highly experienced investigators and hearing officers available to represent GMU. Vanessa will identify the best support team for any given matter and will ensure that tasks are assigned to the appropriate level of professional. By combining technical excellence with creative solutions, our attorneys and professional deliver outstanding client service and provide comprehensive, efficient, and targeted services.

(3.b) Following is the structure of the attorney and professional team proposed to support GMU’s Civil Rights and Compliance Investigations:

HEARING OFFICERS	
Vanessa M. Kelly, Member Attorney Maria F. Dwyer, Member Attorney Lindsey MacDonald Dugan, Senior Attorney	
INVESTIGATORS	
Attorney Investigators	Non-Attorney Investigators (HR/AA)
Vanessa M. Kelly, Member	Kristin Baker, Vice President HR/AA
Maria F. Dwyer, Member	Michele Hanson, Vice President HR/AA
Brooke Kennington, Attorney/WBE Subcontractor	Ashley Conley, HR Consultant Sophia Granobles, Senior HR Consultant
Christopher Lucca, Member	Melinda Lapan, Consultant
Lindsey MacDonald Dugan, Senior Attorney	Sara Smolarek, HR Consultant
Natasha Jenkins, Senior Attorney	
Lauren Smith, Senior Attorney	
Payton Armstrong, Associate	



INVESTIGATORS (Continued)	
Attorney Investigators (cont'd.)	
Shauna Duggan, Associate	
Alexandra MacDonald, Associate	
B. Dolly Segal, Associate	
INFORMAL RESOLUTIONS TEAM	
Kristin Baker, Vice President HR/AA Michele Hanson, Vice President HR/AA	
TRAINING FACILITATORS	
Vanessa M. Kelly, Member Attorney Maria F. Dwyer, Member Attorney Christopher Lucca, Member	

(3.b) Detailed resumes of key attorneys and professionals and qualifications of other team members are found in *Appendix A: Professional Team* at the end of this proposal (page 19).

References (3.c)

(3.c) Schoolcraft College

Address: 18600 Haggerty Road, Livonia, MI 48152
Dates of Service: January 2024 - Present
Client Contact: Nicole Wilson-Fennell, Deputy Title IX Officer
Email: nwilson@schoolcraft.edu
Phone: 734-462-4486

(3.c) Madonna University

Address: 36600 Schoolcraft Rd, Livonia, MI 48150
Dates of Service: 2021 – Present
Client Contact: Leonard Suchyta, Outside General Counsel
Email: lsuchyta@me.com
Phone: 973-543-6006

(3.c) Henry Ford College

Address: 5101 Evergreen Road, Dearborn, MI 48128
Dates of Service: November 2020 - Present
Client Contact: Erin A. Moss Ferguson, VP of Legal Services and General Counsel
Email: emossferguson@hfcc.edu
Phone: 313-845-9600



(3.c) Siena Heights University

Address: 1247 E Siena Heights Drive; Adrian, MI 49221
Dates of Service: February 2025 - Present
Client Contact: Harry Steele, Chairman of the Board of Trustees
Email: Harry.Steele@raymondjames.com
Phone: 517-266-9224

(3.c) Macomb Community College

Address: 14500 E. 12 Mile Road Warren, MI USA 48088
Dates of Service: 2018 - Present
Client Contact: Jeffrey Steele, General Counsel
Email: steelej40@macomb.edu
Phone: 586-498-4090

(3.c) George Mason University

Address: 4400 University Drive, Fairfax, VA 22030
Dates of Service: January 2021 – Present (Currently, Clark Hill provides George Mason University with Title IX Hearing and Appeals Officers)
Client Contact: Thomas Bluestein, JD, PhD, Asst. VP For Equity and Access Services, and Title IX and ADA Coordinator
Email: tblueste@gmu.edu
Phone: 703.993.8730



4. Specific Plan (Methodology)

Clark Hill's submission encompasses a plan to meet the Statement of Needs (Section XI) in GMU-DR0709-25 for External Investigators, Hearing Officers, and Additional Services/Training.

4.a. What, when and how services will be performed.

(4.a) In order to provide effective representation for GMU in matters related to Civil Rights Compliance Investigations, Clark Hill is prepared to offer the full range of services described in the RFP, to include external investigators, hearing officers, training programs, and informal resolution services.

(4.a) As explained in detail in this proposal, our skilled and dedicated team has the experience and qualifications to begin delivering the requested services. If selected to represent GMU, we can begin work as soon as needed by the University.

(4.a) While we can provide our services on campus, our team can leverage technology to conduct interviews and investigations remotely if required. While there are many advantages of this approach, including convenience and efficiency, we understand and take steps to mitigate the challenges, such as credibility assessment, confidentiality, and control over the interviewee's environment.

4.b. Approach to providing the services described in the RFP including the following:

(4.b) *Knowledge of Title IX, Title VI, Title VIII, and Other Regulations* – Our legal and professional human resources team represents educational organizations in all aspects of education law, labor and employment law, and litigation. We routinely provide investigations for our clients to address workplace violations or in anticipation or defense of litigation. Several of our team members also serve as Hearing and Appeal Officers. Indeed, Vanessa Kelly has served as a Hearing Officer for GMU since 2021. Additionally, some of our team members also work in the athletic realm and assist coaches, teams, schools, clubs, and athletes with NCAA and SafeSport compliance as well as conducting internal audits and investigations.

(4.b) Our team guides clients on the full range of federal and local workplace laws, including Title VI, Title VII, Title IX, Americans with Disabilities Act, Age Discrimination in Employment Act, Family and Medical Leave Act, Fair Labor Standards Act, Immigration Reform and Control Act, Worker Adjustment and Retraining Notification Act, Civil Rights Act, Equal Pay Act, Uniformed Services Employment and Reemployment Rights Act, and the Employee Retirement Income Security Act. Of course, we counsel our clients on compliance with state or local employment laws, including discrimination and harassment, as many states augment the protections under federal law with additional rights for students, employees or individuals.

Our proposed SWAM subcontractor regularly conducts Title VII investigations.



(4.b) *Knowledge of Trauma Informed Interview Techniques* – Interviewing subjects who experienced trauma requires a specific approach in order to be successful. This approach prioritizes a participant's physical, psychological, and emotional safety by applying principles of safety, choice, collaboration, trustworthiness, transparency, and empowerment to avoid re-traumatization. Techniques include creating a private, comfortable space, building rapport, asking open-ended and non-judgmental questions, allowing for silence, offering support, and understanding that trauma impacts memory and behavior. All of our Team members have received specific training on trauma informed interviews and investigations, including those handled remotely. Additionally, Vanessa Kelly and Maria Dwyer also offer this training to clients.

(4.b) *Ability to Provide Fair, Unbiased, and Neutral Findings* – To meet client needs, Clark Hill has assembled a seasoned and well-balanced team working in all facets of Title IX and other applicable laws and regulations impacting academic institutions and individuals. At Clark Hill, we understand all sides of a situation and drive toward fairness for all. Our services to institutions of higher education include serving as Title IX Hearing Officers, Investigators, and Advisors; and serving as Hearing Officers, Advisors and Investigators for Discrimination or Harassment (Non-Title IX) Grievance Processes and serving as Hearing Officers for other Student or Faculty Misconduct matters.

(4.b) Those of us who work in this area care deeply about the academic institutions, students, and faculty we counsel and work to ensure that all parties have a fair process when discipline or sanctions are considered for violations of Title IX, Title VI and VIII, and other applicable regulations and civil rights laws.

(4.b) *Ability to Assess Data for Relevancy and Credibility* – When assessing data, including reports, documents, images, witnesses, and more for relevancy and credibility our attorneys apply their jury, bench, and administrative trial experience from which they understand burdens of proof, evidence standards, and applying the law to the facts adjudicated. Credibility is assessed under objective measures including:

- Evaluation of corroborating factors, from documents, witnesses, or other sources (videotapes, police reports, etc.)
- Motivation for truth telling or non-truth telling
- Cohesiveness of the story
- Ease or difficulty in recalling events
- Is the version plausible?
- Was the party or witness in a place that they would have observed the event
- Is the narrative overly complicated
- Does the impact of trauma play a role
- Consistency of the narrative with earlier reporting or later interviews/testimony

(4.b) *Training or Consulting Provided Relevant to Sexual Misconduct Practices* – Clark Hill attorneys receive frequent continuing legal education in this area so they remain abreast of all developments. Our attorneys and HR professionals frequently attend legal conferences to gain advanced knowledge and exchange best practices with experts and peers. This focus on continual



learning enables us to provide cutting-edge training for our clients and optimal client service. We offer these services both in person and remotely, based on the client's particular needs.

By bringing together interactive tools, resources, and practical solutions, we help our clients to sharpen their Title IX law knowledge in real-time. Our team is dedicated to rendering proactive risk management advice that assists clients in complying with the complex and frequently changing regulations around civil rights matters.

Our experience can go with our clients anywhere and anytime, with online learning and mobile access to help stay current with the complex requirements and demands of Title IX and other laws and regulations impacting universities. We also offer complimentary eAlerts focused on important changes to regulations, webinars by firm attorneys and/or certified HR professionals, as well as access to firm events, such as conferences and workshops.

4.c. Methodology for objective case review and methods for conducting comprehensive investigations.

(4.c) The Clark Hill team understands that colleges and universities need efficient plans to conduct investigations and resolve disputes, so they do not disrupt ongoing operations or escalate already tense situations. There is not much we have not seen or experienced, and our attorneys across all practice areas leverage our collective intelligence to benefit our clients and conduct equitable, accurate, and thorough investigations.

(4.c) Clark Hill can provide trained investigators to perform case reviews and investigation functions required Title VII and other regulatory and statutory civil rights complaints and violations. We are prepared to oversee all aspects of the investigation process, from interviewing parties, gathering, and sharing evidence with parties, creating a draft report, sharing a draft report with parties for comment, and issuing a final report. Clark Hill can call upon the HR/AA team of non-attorneys who are also Title IX trained investigators to provide highly competent and cost-effective investigators when it is feasible and appropriate for a non-attorney to conduct the investigation. In addition, our proposed subcontractor, Brooke Kennington, has substantial experience investigating Title VII and other regulatory and statutory claims.

(4.c) All Clark Hill and HR/AA investigators have experience conducting traditional employment investigations for universities as well as Title VII and Title IX investigations. We work with each client to assess the complexity of each investigation when tasked to determine assignment of investigators and apply best practices. All of our investigators have received in-depth training on Title IX compliance and specific investigative techniques and topics, including trauma informed interviewing, understanding consent, and remote interview and investigation techniques.

4.d. Methodology for conducting investigations in a professional and confidential manner.

(4.d) At Clark Hill, we assess issues from both the legal perspective and the client's, with special consideration for the long-term impact. We understand that allegations of misconduct and the result of an investigation, including potential litigation, do not take place in a vacuum—they have consequences, not only for the university, but also for other stakeholders such as students,



faculty, staff, parents, vendors, and the community. We appreciate the potential media impact and work to minimize its effect. To manage the aftermath of the investigation, we provide a comprehensive strategic approach that considers the ramifications of the event for these additional stakeholders. We often partner with IG 360, a subsidiary of Clark Hill, to provide crisis communication services, including internal and external messaging and interventions.

(4.d) Our attorneys and professionals understand that leading and conducting an investigation is challenging, but it is also a crucial service for our clients. As an outside, independent third party, we can conduct an independent investigation without fear of retaliation, with objectivity and no agenda or consequence for us. Our priority is to get the facts right so the client can choose the most appropriate action from the available options we will help identify. When a resolution is not possible, Clark Hill attorneys have the experience and judgment to zealously defend and represent our clients should litigation result.

(4.d) Confidentiality throughout this process is paramount. We are considerate of our client's needs during a sensitive investigation, and ethical behavior is integral to Clark Hill's DNA. We will uphold our professional responsibilities and initiate reporting structures that preserve attorney-client privilege and client confidentiality.

4.e. Communication plan with the department.

(4.e) We also understand that GMU's internal team has reporting obligations to internal stakeholders. Our communication with the OACC team will support these internal reporting requirements to adhere to protocols and ease administrative burdens.

(4.e) We can create and provide templates for providing notice of misconduct allegations and other required communications. Clark Hill has developed a significant library of tools and templates that will enable the University to be compliant in following regulations and procedures related to civil rights related grievances and allegations. The compliance packages include:

- Notice Documents
- No Contact Forms
- Rights and Responsibilities
- Appeal Rights
- Informal Resolution Agreement
- Notice of Hearing Process to Parties
- Notice of Advisor Rights
- Record Retention Policy
- Hearing Officer Forms
- FAQs

4.f. Methodology for maintaining confidentiality of all documents and information.

(4.f) Clark Hill attorneys and professionals are committed to maintaining the confidentiality of all investigations and hearings. Our firm has multiple processes in place to ensure confidentiality of all documents and records related to any investigation. In summary, all information collected



by our Investigators is saved to our firm's protected document management system and access is limited to those with a need to know. Physical documentation is likewise maintained and secured. We will follow the record keeping requirements of the University, as well as our firm's internal processes and any regulatory authority mandating recordkeeping. Recordings of interviews are not saved after a party has signed off on the interview summary, Evidence Review and Final Report. Personal notes from the investigation do not form part of the official record and are not maintained in the file of the investigation. Specific policies and procedures are explained below.

(4.f) Clark Hill personnel are granted access to systems based on their role. Additional security is applied to sensitive data and systems to limit access to personnel with a need to know. Clark Hill stores client data within our document management system which allows additional access controls, monitoring, and auditing capabilities. IT personnel privileges are also limited based on role. All attorneys and staff access Clark Hill systems using their unique user ID and password, which must meet specific complexity requirements

(4.f) The use of external storage is restricted on all workstations. Data stored in our document management system is organized and segmented by client, enabling data access to be restricted to authorized personnel. We utilize a high availability email implementation, which is protected by an advanced email threat protection system. Mobile device management is required to securely access email on mobile phones and tablets. Data on our servers, SANs, and email systems is backed up at least daily to encrypted files and is quickly recoverable in the event of an issue. Remote access to our firm's systems is protected by multifactor authentication.

(4.f) The firm employs a clean desk policy governing physical records, which are either stored in secure file cabinets or scanned and stored electronically in the document management system. We maintain firewalls at the ingress/egress of each office, and the rules update automatically.

(4.f) The Records Department is responsible for tracking all inactive (closed) matters. All closed files are securely stored off-site and may be retrieved upon request. The firm can either return or destroy any physical information when it is no longer needed. We use secure shred bins and work with a key vendor who can confirm destruction. Electronic information is destroyed in a similar manner. When the information is no longer needed and the retention requirement has been fulfilled, we will destroy the primary copy of the data and the back-up will be eliminated within 30 days.

4.g. Methodology for working with OACC to establish case parameters and specific investigation plans.

(4.g) If awarded this work by GMU, our first call to action will be to meet with the Office of Access, Compliance and Community (OACC). We will want to understand your current processes and how we can best assist and support the internal team. We will discuss preferences for communication, including cadence of status meetings, on-going case communication, reporting lines, and get a clear understanding of scope, goals, and expectations. We will introduce our team of investigators so that the Office is familiar and comfortable with the team. Our Team's approach to conducting investigations starts with robust pre-investigation planning. We review the complaint and compare against the policy documents. Our investigators will adhere to University Policies and clearly inform interview participants about their rights to



decline to participate in the investigation, to maintain confidentiality for privacy reasons, and ensure them of the University's non-retaliation policy.

(4.g) Our Team's approach to conducting investigations starts with robust pre-investigation planning.

- Review the complaint and compare it against the policy documents
- Identify and confirm scope of assignment/investigation
- Ensure the complaint is within scope and confirm the appropriate policy under which the complaint will be investigated
- If within scope of assignment, flag policy coverage issues as a priority during the initial assessment of assignment
- Draft an Investigation Plan, with clear reference to the standards under the Policy and the disputed issues, including
 - Identification of Parties and witnesses to be interviewed
 - The sequence of interviews, but with flexibility for scheduling
 - We prepare an outline of questions for the interviews
 - Reference to policy documents for facts relevant to either prove or disprove a policy violation
 - Identify the evidence gathering process
 - Identify if evidence must be gathered from third parties
 - Campus police
 - State or local police
 - Medical or mental health providers
 - Others
- Determine whether supportive measures are in place, or make recommendations for same
- Determine whether there is additional reporting required (i.e., Clery Act or VAWA reporting)

(4.g) Conduct a thorough and impartial investigation. During the investigation, we typically follow this general outline:

- Follow investigation plan, maintain flexibility to address issues that arise in the investigation process
- Confirm voluntary nature of investigation
- Inform parties and witnesses whether interviews are being recorded and obtain acknowledgment or consent
- Interviews are conducted without bias, pre-judgment, and with empathy
- Contemporaneous notes are taken/interviews recorded
- Follow up questions are asked
- Requests for documents/digital/other evidence made
- Requests for identification of witnesses to be interviewed



- Post-interview – provide summary of interview to parties and witnesses to confirm and request any changes/corrections
- Follow-up made for additional witnesses or evidence
- Communicate with OACC on status of investigation
- After conclusion of planned investigation, determine whether further investigation is needed and confirm with OACC

(4.g) After completion of all planned interviews, prepare draft report

- Ensure tone is neutral and professional
- Ensure only evidence presented during the investigation is relied upon in drafting report
- Follow the Report Template, which includes an identification of the policy at issue, disputed and undisputed facts, evidence gathered
- Assemble evidence packet
- Provide all to the OACC and receive feedback
- Action on feedback
- Submit report and evidence to be provided to parties in the Evidence Review
- Incorporate changes or information provided in the Evidence Review
- Provide draft to the OACC for review
- Clarify any issues identified by the OACC
- Finalize the report and submit it to the OACC for distribution to the parties

4.h. Any other methods to execute the required services listed in the scope of work.

(4.h) Our trained attorneys are uniquely qualified to serve as hearing officers because many of them have jury, bench, and administrative trial experience. They are well versed in the burdens of proof, evidence standards, applying the law to the facts adjudicated, due process, and other concerns that may arise during the hearing phase. Some serve as arbitrators or mediators in the employment context.

Our approach to serving as Hearing Officers includes the following:

- We conduct a conflict review to ensure that we may serve as unbiased hearing officers without conflicts.
- We confirm our assignment with the Title IX team and provide an anticipated scope of work for internal operational support.
- We adhere to GMU’s policy to refrain from using personal information in our scope of work and invoices, referring only to case numbers and initials of parties.
- We review the Evidence Record and seek clarification of any questions from GMU’s Title IX team.
- We review the proposed hearing script and customize for the hearing and parties.
- We confirm with GMU’s Title IX team on parties and witnesses that will attend the hearing.



- In advance of the hearing, we prepare examination questions for parties and witnesses who will attend.
- We review any questions that have been submitted in advance of the hearing by party advisors and make a preliminary assessment of relevancy and appropriateness.
- At the hearing, we provide neutral, supportive and professional administration of the hearing. We insist that parties and advisors adhere to the standards required for a fair hearing including refraining from abusive or harsh comments or examination techniques. We make relevancy determinations and decide whether questions as phrased on appropriate. We maintain an open mind throughout the hearing.
- After the hearing, we review our notes, the Evidence Record, transcripts with special attention to factual disputes, credibility, and application of the facts to the policy violation at issue.
- We provide a verbal determination of responsibility to the Title IX team.
- We provide a comprehensive written determination of responsibility in a word format and remain available and attentive to the Title IX office or General Counsel's office for clarification or questions about the report.
- Our typical report template includes the following sections: (1) Introduction; (2) Executive Summary that provides the determination and summary of reasons therefor; (3) Detailed Recitation of the Allegations and Respondent's Response thereto; (4) Procedural Steps; (5) Findings of Facts for Each Allegation and Credibility Determinations; (6) Discussion of the GMU Policy that is the subject of the Hearing; (7) Detailed Conclusions as to the Application of the Policy to the Facts and Rationale for the Determination of whether an allegation supports a violation of the Policy; (8) A Conclusion; (9) Description of the office responsible for imposing Sanctions or Remedial Measures and description of any recommendations regarding continuation of interim measures; and (10) a description of GMU's Appeal Process.
- We provide a final report for dissemination to the parties and key stakeholders.
- If appropriate, the final report may include recommendations for continued interim relief post-hearing, such as continued NCOs, or counseling, or educational interventions, for the consideration of the GMU sanctioning body.

(4.h) Our team members who are Hearing Officers have received particularized training to serve in this role in Title IX, misconduct, and other university policy hearings. Our attorneys, who are also litigators, are familiar with the requirements for a hearing, and provide such services as:

- Holding Pre-Conference Hearings
- Conducting the Hearing
- Making Evidence Admissibility Determinations
- Examining parties and witnesses
- Assessing Credibility
- Making Determinations Regarding Responsibility
- Preparing detailed Final Reports
- Where requested, making recommendations on discipline or sanctions



(4.h) Our experienced attorneys and professionals have served as Hearing Officers for several Division 1 public universities as well as other public and private universities and colleges, and community colleges. (As noted, Vanessa Kelly currently serves as a Hearing and Appeal Officer for GMU.) They have also presided over student misconduct hearings, academic misconduct hearings, code of conduct hearings, and violations of student handbooks or employment policies. Because our team has received training on trauma informed investigations, they are knowledgeable in this area and have the sensitivity needed to ensure a fair hearing and protection for the victim.

(4.h) Our attorneys who serve as Hearing Officers are also trained to serve as Appeal Officers who review the underlying hearing and render determinations on whether the decision made by the Hearing Officer should be affirmed, overturned, or whether a new hearing is required. Our attorneys who serve in this role are experienced litigators who have significant appellate experience. They are comfortable and competent with reviewing the record of evidence and testimony and making decisions based on a standard of review. As a result, we can review appeals in timely manner in accordance with university policies and federal regulations. Our team can review appeals submitted by either or both parties involved in the case and produce a final determination of appeal.





5. Proposed Pricing

(5.a) We recognize and understand that an important component toward helping clients control external costs includes legal fees. We are sensitive to our clients’ obligations to secure the best professional services available for the best possible value. Our staffing model and service to our clients take controlling costs into consideration in all areas of representation

(5.a) Our fees are based on hours spent by lawyers and other professionals necessary to produce the work product. Our minimum billing increment is .1 hour. The following is a schedule of current hourly rates for the lead attorneys and professionals we anticipate will devote time to client matters. Work will also be assigned to other personnel, as appropriate and with client approval.

Attorney Team (5.a)

NAME	TITLE	ROLE	HOURLY RATE
Vanessa M. Kelly	Member	Hearing Officer, Investigator, & Training	\$400
Maria F. Dwyer	Member	Hearing Officer, Investigator, & Training	\$400
Christopher Luca	Member	Investigator & Training	\$375
Lindsey MacDonald Dugan	Senior Attorney	Hearing Officer / Investigator	\$385 / \$350
Brooke Kennington	WBE Attorney	Investigator	\$350
Natasha Jenkins	Senior Attorney	Investigator	\$350
Lauren Smith	Senior Attorney	Investigator	\$350
Payton Armstrong	Associate	Investigator	\$350
Shauna Duggan	Associate	Investigator	\$350
Alexandra MacDonald	Associate	Investigator	\$350
B. Dolly Segal	Associate	Investigator	\$350

HR/AA Team (5.a)

NAME	TITLE	ROLE	HOURLY RATE
Michelle Hanson	Vice President	Investigator & Informal Resolution Officer	\$250
Kristin Baker	Vice President	Investigator & Informal Resolution Officer	\$250
Ashley Conley	HR Consultant	Investigator	\$250



NAME	TITLE	ROLE	HOURLY RATE
Sophia Granobles	Senior HR Consultant	Investigator	\$250
Melinda Lapan	Consultant	Investigator	\$250
Sara Smolarek	HR Consultant	Investigator	\$250

Out-of-Pocket Expenses (5.a)

(5.a) Out-of-pocket expenses include such items as long distance telephone, facsimiles, document copying, printing and scanning, messenger and special delivery services, computerized legal and other research systems, travel, and filing and recording fees. These items are charged at cost to the client.

Sample Invoice (5.b)

(5.b) On the following pages find a sample invoice from Clark Hill. This invoice is for Title IX Hearing Officer representation provided to GMU. The invoice illustrates the breakdown of specific services that Clark Hill provides clients within our invoices.





George Mason University
4400 University Drive
Fairfax, VA 22030

Invoice: 1620091
Date: 08/08/2025
Client: 0M0515
Matter: 1004763
PO: PO05000050

Matter Name: Title IX - Hearing

LEGAL SERVICES RENDERED AND COSTS ADVANCED THROUGH JULY 31, 2025

Total Fees:	\$	10,585.00
Total Due This Invoice:	\$	10,585.00

FOR ACH/WIRE REMITTANCES:
Bank of America
100 West 33rd Street
New York, NY 10001
ABA ACH: 021200339
WIRE: 026009593
Account: 381032754632
Account Name: Clark Hill PLC
SWIFTCODE: BOFAUS3N

PLEASE REMIT TO:
Clark Hill PLC
210 Carnegie Center
Suite 102
Princeton, NJ 08540

Fed ID: 38-0425840

Scan to Pay
www.clarkhill.com/njpayments



Please forward remittance details to: remit-pmts@clarkhill.com
For assistance making a payment please call (313) 965-8290



Vanessa M. Kelly, Title IX Hearing Officer
 Matter Name: Title IX - Hearing
 Client: 0M0515 Matter: 1004763
 Invoice: 1620091

August 8, 2025

Page 2

FOR LEGAL SERVICES RENDERED in connection with the above matter.

TIME AND FEE SUMMARY

Name	Initials	Rate	Hours	Amount
Vanessa M. Kelly	VMK	\$365.00	29.00	10,585.00
Total			29.00	\$ 10,585.00

DETAIL OF LEGAL SERVICES

Date	Initials	Description	Hours
07/08/25	VMK	Prepare statement of work as estimate for Hearing Officer work.	0.50
07/08/25	VMK	Review and respond to email regarding scheduling of witnesses for hearing.	0.20
07/10/25	VMK	Review Investigation Report and Evidence to prepare for upcoming hearing; prepare timeline of events.	6.20
07/11/25	VMK	Continued preparation for hearing including preparation of party and witness examination outlines.	7.30
07/14/25	VMK	Attend hearing as Hearing Officer.	5.00
07/21/25	VMK	Continued preparation of report; review transcript as necessary.	7.00
07/28/25	VMK	Continued preparation of Determination of Responsibility.	2.30
07/31/25	VMK	Review determination, prepare email, and send report of determination.	0.50
Total			29.00



George Mason University
4400 University Drive
Fairfax, VA 22030

Invoice: 1620091
Date: 08/08/2025
Client: 0M0515
Matter: 1004763

Matter Name: Title IX - Hearing

REMITTANCE

Total Due This Invoice: \$ **10,585.00**

FOR ACH/WIRE REMITTANCES:
Bank of America
100 West 33rd Street
New York, NY 10001
ABA ACH: 021200339
WIRE: 026009593
Account: 381032754632
Account Name: Clark Hill PLC
SWIFTCODE: BOFAUS3N

PLEASE REMIT TO:
Clark Hill PLC
210 Carnegie Center
Suite 102
Princeton, NJ 08540

Fed ID: 38-0425840

Scan to Pay
www.clarkhill.com/nipayments



Please forward remittance details to: remit-pmts@clarkhill.com
For assistance making a payment please call (313) 965-8290

Appendix A: Professional Team

(3.b. Continued) The following resumes and brief information about the Clark Hill Team serves as a continuation of the information provided in section 3.b of this proposal, found on pages 5 and 6.

Resumes of Lead Attorneys (3.b)



Vanessa M. Kelly

Member | Princeton
(609) 785-2926
vkelly@clarkhill.com

Practice Overview

Vanessa Kelly strategizes with employers to minimize their legal risks and optimize the employee experience, allowing companies to focus on their business. Vanessa is known for helping her clients create and foster respectful workplaces that comply with national and state employment standards.

Vanessa counsels her management clients on a wide range of employee relations matters such as terminations, disability accommodation, workplace misconduct, protecting key employees and proprietary information, reductions in force, and using policies to avoid disputes. She creates employment and other transactional agreements to meet her client's goals, including securing long-term executive employment, restructuring or reorganization, retention agreements, separation agreements and covenants restricting use of confidential information and deterring unfair competition.

Her experience across a wide range of industries equips her with the broad perspective her clients rely on, all while maintaining her deep roots within labor and employment law. Industries include healthcare, insurance, professional service firms, manufacturers, airlines, retail and hospitality companies, professional services organizations (including accounting and law firms), religious congregations, universities and K-12 schools, and executives.

She takes a pragmatic approach to counseling clients and recognizes that employees and diverse teams are essential to business success, leading her to partner with her clients to create inclusive, equitable, and diverse workplaces. As a close confidante to business owners, chief executive officers, general counsel, employment counsel and HR directors, she provides thoughtful guidance grounded in open communication and a clear understanding of her clients' goals, allowing her to be the partner they count on.

Vanessa's Higher Education Practice includes providing institutions with advice and counsel on employment, Title IX, Title VII, Title VI, ADA, campus discipline and other related issues. When a client becomes involved in legal proceedings, Vanessa's extensive trial experience is invaluable.



She represents her clients conscientiously before federal and state courts, arbitration, and administrative agencies. She assists her clients with reviewing and creating policies and procedures, analyzing discipline processes, and reviewing student, faculty, and staff handbooks. She provides a variety of training on compliance and best practices. Vanessa has also assisted in internal or mandatory audits of Title IX, EEOC, DOL, DOJ, and other agency audits. Vanessa enjoys strategizing with her clients to support best practices across operations – Title IX, DEI, ADA, EEO, HR, Student Affairs, Risk Management, Athletic Department, and other offices.

Vanessa also serves as an independent neutral to higher education institutions as an investigator, hearing officer, appeals officer, advisor, and trainer. Her robust investigation process includes a focus on trauma-informed and remote interviewing techniques. Following investigations, she provides a comprehensive report including an executive summary, statement of allegations, responses to allegations, disputed and undisputed facts, policies considered, and if applicable credibility and responsibility determinations. Vanessa's vast experience as an investigator allows her the opportunity to train HR professionals, attorneys, other investigators, campus administrators, and others on best practices for investigations, preparation of investigative reports, and credibility determinations.

As a qualified and trained hearing officer, Vanessa conducts respectful and procedurally sound Title IX Hearings, Campus Discipline Hearings, and Student or Faculty Misconduct Hearings, leading her hearings through her trauma informed and empathetic considerations. As a litigator, Vanessa is adept at conducting examinations of witnesses and parties and addressing legal advisor objections, adhering to the appropriate school policy, Title IX, or other statutory requirements. She is unbiased and is conscious of due process considerations for all parties. Vanessa's written determinations are thoughtful, well-reasoned, and comprehensive, addressing all requisites of the policy governing the procedural process and following Title IX, or other statutory compliance. Her tone is always professional and neutral.

Vanessa also enjoys her work as an Appeal Officer and is mindful of her limited role in reviewing the record solely to determine if any of the Title IX or policy grounds for an appeal are well-founded. Her determinations address the issues on appeal, evidence in support or against the appeal grounds, apply the applicable policy, and are based on the appeal record reporting in a professional, respectful, and neutral tone.

As an advisor, Vanessa uses her undergraduate degree in psychology and her trauma training to meet the parties' needs for support and guidance in a challenging and emotionally charged context. Her legal background, litigation experience, and neutral work enable her to provide sound and practical advice on how to navigate the discipline process.

Vanessa shares her knowledge and experience through training opportunities, providing a full range of educational offerings for her clients as well as Clark Hill internal teams on Title IX, EEO laws, Wage and Hour Issues, ADA and Disability Accommodations, DEI, Allyship, Leadership Development and other issues. She offers specialized training in trauma-informed and remote interviewing techniques, and best practices for preparing investigation reports.



Vanessa is a Co-Chair of Clark Hill's Women's Affinity Group ("BOLD") initiative to promote women within the firm, the legal profession, and the business community. She co-chairs our Firm's Title IX, Campus Discipline, and Collegiate Sports Industry Group, and serves as coleader of the Firm's Leadership Development team for new partners and senior attorneys. Outside of Clark Hill, she has held various leadership positions within the American Bar Association Section of Labor and Employment Law, most recently serving as the Women Attorneys Affinity Group co-chair.

Recognitions

- Rated AV-Preeminent Martindale-Hubbell
- Fellow, College of Labor and Employment Lawyers
- Top Legal Minds in New Jersey
- Bar Register Preeminent Women Lawyers
- The New Jersey Legal Awards, Mentor of the Year (2021)
- Recognized as a Leader in Law by NJBIZ (2022)

Education: George Washington University Law School, J.D. - Juris Doctor, with honors, 1988 | Bucknell University, B.A. - Bachelor of Arts, cum laud, 1985

Bar Licenses: New York | New Jersey

Court Admission: U.S. District Ct., District of Arizona | U.S. District Court - New Jersey | U.S. District Ct., E.D. of New York | U.S. District Court - District of Columbia | U.S. District Ct., S.D. of New York | U.S. Court of Appeals, 9th Circuit

Memberships: Employment at Will, ABA/Bloomberg Treatise, Regional Editor and Chapter Author | American Bar Association: Section of Labor & Employment Law, Nominating Committee, Annual Conference Planning Chair Emeritus, Chair and Vice Chair, Co-Chair Women Attorneys Affinity Group | American Bar Association: Co-chair Social Media Committee, Employee Rights & Responsibilities Committee; co-Chair Executive Agreements and Compensation | New Jersey Bar Association, Appellate Practice & Legal Education Committees; former Chair, Women in the Profession Section | Acorn Montessori School, General Counsel (Pro Bono) | College of Labor & Employment Lawyers, Fellow

For full biography: <https://www.clarkhill.com/people/vanessa-m-kelly>



Maria Fracassa Dwyer

Member | Detroit
(313) 309-9474
mdwyer@clarkhill.com

Practice Overview

Maria Dwyer litigates employment and business cases and advises senior management in employment and business considerations. She also conducts workplace investigations and



investigates and serves as a certified Hearing Officer in Title IX claims and serves as outside counsel for higher education organizations on all employment in Title IX issues. She advises clients across a wide range of industries including public and private employers and works with her clients to conduct workforce and senior management training, and to develop policies and strategies for workforce optimization.

Maria navigates agency inspections and audits and advises clients regarding federal compliance issues including Title IX, Title VII, OSHA, FLSA, and PACA matters.

Maria counsels her institutional clients on compliance with Title IX and other civil rights statutes. She works closely with university general counsel, employment counsel and Title IX Directors to navigate the procedural and legal requirements of Title IX and associated federal statutes. She has received extensive training in Title IX, including trauma informed investigation and interview processes, determining consent, compliance, investigations, and serving as a Title IX Hearing Officer or Student Conduct hearing officer. She has also served as an Investigator in sensitive, high risk sexual misconduct charges.

Maria is a member of the Core Team of Clark Hill's Title IX, Campus Discipline, and Sports PULSE group. She advises clients across a wide range of industries including public and private employers and works with her clients to conduct workforce and senior management training, and to develop policies and strategies for workforce optimization.

Among other leadership roles within the Firm, Maria is the Member-In-Charge of Clark Hill's, Detroit Office, is a Member of the Title IX Team and a Co-Chair of Clark Hill BOLD – Detroit, the firm's strategy to promote women within the firm, the legal profession, and the business community.

Maria is a member of the faculty of the Institute of Continuing Legal Education (ICLE) and is a frequent speaker on EEO and employment issues before various groups, including the State Bar of Michigan. She also advocates for prevention through education and specializes in training her clients' workforces.

Recognitions

- Fellow, College of Labor and Employment Lawyers
- Listed as a Thomson Reuters Stand-out Lawyer (2024)
- Named a Leading Lawyer in Detroit by Leading LawyersSM (2020-2025)
- Selected by *Michigan Lawyers Weekly* as a Leader in Law (2023)
- Named among *The Best Lawyers in America*[®] for Employment Law-Management (2021-2026); Labor Law – Management (2024-2026); and for Litigation – Labor and Employment (2024-2026) by Best Lawyers
- Michigan Lawyers Weekly, Influential Women of Law (2020)
- Selected to the Michigan Super Lawyers list (2013 – Present)
- Selected to the Michigan Rising Stars list (2012)
- Top Women Attorneys In Michigan (2013 – Present)



- Named a Top Lawyer by *D*Business magazine (2017, 2020)
 - Named a Notable Leader in Labor & Employment Law by *Crain's Detroit Business* (2023)
-

Experience

- Representation of Educational Institutions and their employees in defense of Title IX, Title VII, and other federal and statutory claims at agency levels and in federal litigation.
 - Creation and implementation of compliant internal policies and procedures, including those addressing claims of misconduct or discrimination.
 - Counseling for Administrators, Title IX Coordinators, In-House Counsel, or Human Resource Professionals.
 - Investigation of Title IX or equivalent state law complaints for colleges, universities, and K-12 schools.
 - Investigation of Title VII or equivalent state law complaints for private or public employers.
 - Training on Title IX, Title VII, or state law equivalents.
 - Serving as a Hearing Officer for Title IX Complaints, Campus Disciplinary Complaints, Code of Conduct Violations, and other related investigations.
-

Education: Michigan State University College of Law, J.D. - Juris Doctor, cum laude | Michigan State University, B.S. - Bachelor of Science

Bar Licenses: Michigan

Court Admission: U.S. Court of Appeals, 6th Circuit | U.S. District Ct., W.D. of Michigan | U.S. District Ct., E.D. of Michigan

Memberships: Leadership Detroit Class XXXV | Michigan Food and Beverage Association | Women and Leadership in the Workplace | Served as Member of the Michigan State Bar Diversity and Inclusion Committee, Two Terms | United Way Southeastern Michigan, Board of Directors | State of Michigan, Labor and Employment and Litigation Sections | Women Celebrating Life Downriver | Michigan Business and Professional Association | American Bar Association | Dearborn Public Schools Education Foundation | Council Member for the Michigan State Bar Labor and Employment Section | Fellow of the College of Labor and Employment Lawyers

For full biography: <https://www.clarkhill.com/people/maria-f-dwyer>



Attorney Team (3.b)



Chris Lucca

Member | Philadelphia
(215) 864-8073
clucca@clarkhill.com

Christopher Lucca has experience in all facets of litigation, from independently conducting pre-suit investigations through trial. Chris focuses his employment litigation practice on defending individuals and employers against claims of discrimination, retaliation, harassment, and unfair pay practices. He routinely counsels companies, as well as their executives and HR employees, on compliance issues, Title VII issues, reductions in force, severance agreements, employment agreements, hiring guidelines, and personnel-related documents. He also discreetly pursues and negotiates the resolution of pre-litigation employment disputes.

For full biography: <https://www.clarkhill.com/people/christopher-lucca/>



Lindsay McDonald

Senior Attorney | Philadelphia
(215) 864-8079
lmcdonald@clarkhill.com

Lindsay McDonald Dugan represents students and faculty members throughout the country who are facing a campus investigation and disciplinary proceeding arising from alleged Title IX or conduct code violations in higher education.

For full biography: <https://www.clarkhill.com/people/lindsay-mcdonald/>



Natasha Jenkins

Senior Attorney | Chicago
(312) 360-2112
njenkins@clarkhill.com

Natasha Jenkins is an experienced and versatile attorney who focuses on labor and employment law. Her experience includes employment litigation involving matters arising under Title VII, ADA, FMLA, OSHA, FLSA, Illinois Human Rights Act, and the Illinois Workers' Compensation Act. Natasha has extensive experience in the public sector. She served as Senior Attorney for the Chicago Transit Authority, Labor and Employment Counsel for the Illinois Department of Central Management Services and is a former Assistant Attorney General of Illinois. In those



roles, she appeared before the Equal Employment Opportunity Commission, Illinois Human Rights Commission, Illinois Labor Relations Board, Illinois State

For full biography: <https://www.clarkhill.com/people/natasha-jenkins/>



Lauren M. Smith

Senior Attorney | Detroit
(313) 309-4248
lmsmith@clarkhill.com

Lauren Smith represents and advises clients on a broad range of labor and employment matters, including claims brought under the Elliott-Larsen Civil Rights Act (ELCRA) and Family Medical Leave Act (FMLA), before both state and federal courts.

For full biography: <https://www.clarkhill.com/people/lauren-smith/>



Payton Armstrong

Associate | Detroit
(313) 309-9456
parmstrong@clarkhill.com

Payton Armstrong is an Associate in Clark Hill's Labor and Employment group. Previously she was a summer associate at Clark Hill and served as a law clerk during law school. She also worked as a practice assistant at Clark Hill.

For full biography: <https://www.clarkhill.com/people/payton-armstrong/>



Shauna Duggan

Associate | Philadelphia
(215) 640-8526
sduggan@clarkhill.com

Shauna Duggan counsels and defends both private and public sector employers against claims of discrimination, retaliation, harassment, and related statutory and tort claims. Shauna frequently conducts employment investigations of alleged misconduct and advises management about compliance and best practices. Her advice includes informing employers of important legal changes to ensure that their policies comply with local, state, and federal regulations.

For full biography: <https://www.clarkhill.com/people/shauna-duggan/>





Alexandra M. MacDonald

Associate | Princeton
(609) 785-2915
ammacdonald@clarkhill.com

Alexandra MacDonald is a Labor and Employment associate.

For full biography: <https://www.clarkhill.com/people/alexandra-macdonald/>



B. Dolly Segal

Associate | Philadelphia
(215) 640-8419
bsegal@clarkhill.com

Beatrice “Dolly” Segal counsels and defends both private and public sector employers against claims of discrimination, retaliation, harassment, family/medical leave, and related statutory and tort claims. Her practice focuses on representing clients in both federal and state court throughout the litigation process. Dolly also advises employers to ensure their actions and policies comply with local, state, and federal regulations to prevent lawsuits and promote positive workplaces.

For full biography: <https://www.clarkhill.com/people/beatrice-segal/>

HR/Advantage Advisory Team (3.b)

For full biographies of HR/AA team members: <https://hr-aa.com/meet-the-team/>



Kristin Baker

Vice President of HR Advantage Advisory Services | Atlanta
(313) 309-9488
kbaker@hr-aa.com

Kristin Baker brings with her more than 25 years of senior-level HR experience (domestic and global) in both Fortune 500 and medium-sized companies. Kristin has a solid HR background in a variety of areas with particular strengths in employee/labor relations, recruiting/staffing, leadership development, strategic planning, compensation, team building/development, employee engagement, change management, organizational development/design, and training. Kristin has experience working with municipalities and public institutions in addition to vast experience driving HR and organizational change in highly complex private corporations.





Michele Hanson

Vice President of HR Advantage Advisory Services | Detroit
(313) 965-8310
mhanson@hr-aa.com

Michele Hanson has more than 20 years of strategic and practical HR experience with a particular focus on talent management. Michele is the consulting lead for a variety of clients across multiple industries. She has also worked on a large-scale hiring process improvement initiative with one of the largest municipalities in the United States. Other engagements and projects include investigations, individual leader coaching, policy creation, employee relations support, and customized training creation and delivery.



Ashley Conley

HR Consultant | Detroit
(313) 965-3265
aconley@hr-aa.com

Ashley Conley is an HR professional with more than 10 years of human resources experience. She brings a comprehensive set of skills across the full lifecycle of HR Administration with particular strengths in compliance, auditing, leave administration, payroll management, talent acquisition, and managing HRIS systems.



Sophia Granobles

Senior HR Consultant | Chicago
(312) 517-7516
sgranobles@hr-aa.com

Sophia Granobles brings more than 20 years of HR experience to HR Advantage Advisory. She began her HR career in the U.S. Army as a HR Specialist that included a one-year deployment to Afghanistan. She has worked in generalist and lead HR roles in manufacturing industries (union and non-union) such as gears, steel, and food.



Melinda Lapan

Consultant | Princeton
(609) 785-2928
mlapan@hr-aa.com

Melinda Lapan has more than 20 years of Generalist experience in Human Resources, having worked in various HR leadership roles across multiple industries prior to joining HR Advantage



Advisory. Melinda is a trusted advisor to clients, as they look to her for her expertise and guidance throughout the entire employee lifecycle from recruiting to the end of employment



Sarah Smolarek

Senior HR Consultant | Pittsburgh
(609) 785-2941
ssmolarek@hr-aa.com

Sarah Smolarek is an HR professional with more than 10 years of paralegal, program management, and human resources experience. She brings a comprehensive set of skills across the full lifecycle of HR Administration. Sarah's background includes FMLA and leave administration, performance management, labor and employee relation issues, payroll management, immigration, workers compensation, and conflict resolution.

Appendix B: Required Forms and Information

The following Required forms and information, which have been uploaded onto the GMU online portal on Bonfire, are also included here for reference.

1. Cover Page: George Mason University RFP GMU-DR0709-25

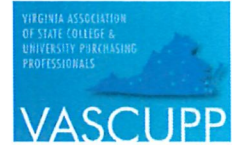
NOTE: Attached to the Cover Page are Clark Hill's Exceptions to George Mason University's Standard contract.

2. Attachment A: Small Business Subcontracting Plan
3. Mandatory Questions





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



**REQUEST FOR PROPOSALS
GMU-DR0709-25**

ISSUE DATE: October 14, 2025
TITLE: Civil Rights Compliance Investigation Services
PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer
SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director, Strategic Sourcing

QUESTIONS/INQUIRIES: Submit all inquiries through [George Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 21, 2025. **All questions must be submitted through George Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on October 23, 2025.

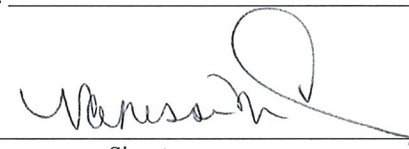
PROPOSAL DUE DATE AND TIME: November 11, 2025 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. George 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: Clark Hill PLC
DBA: Clark Hill
Address: 210 Carnegie Center, Suite 102
Princeton, NJ 08540
FEI/FIN No. 38-0425840
Fax No. 609-785-2999
Email: vkelly@clarkhill.com

Date: November 10, 2025
By: 
Signature
Name: Vanessa M. Kelly
Title: Member
Telephone No. 609.785.2926

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

SWaM Certification Number: _____

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

- Option 1:** Full Acceptance:
1. We have reviewed George Mason's Standard Contract and all related documents.
 2. We have no proposed changes.
 3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason.
- Option 2:** Proposed Exceptions and/or Additional Documents Submitted:
1. We have reviewed George Mason's Standard Contract and all related documents.
 2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
 3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason.

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.



Exceptions/Revisions to Attachment B Standard Contract

Clark Hill has carefully reviewed *Attachment B—Sample Contract* and respectfully submits the following exceptions and revisions to the content of the original contract.

Additions are made in RED and Deletions are also in RED and ~~CROSSED-OUT~~.

X. STANDARD TERMS AND CONDITIONS:

E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. George 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. ~~However, George Mason will not have access to the Contractor's administrative materials or internal firm communications.~~

F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall ~~make assignments to Contractor be bound~~ hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract. ~~Nothing in this paragraph shall be construed to excuse George Mason from making payments to Contractor for services rendered.~~

I. CANCELLATION OF CONTRACT: George 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 George Mason, George 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 George Mason, including any pre-paid deposits, within 14 days. ~~Contractor shall be permitted to withdraw from the representation pursuant to the applicable Rules of Professional Conduct for the jurisdiction in which the services are provided. Withdrawal or termination of Contractor shall cancel the contract and Contractor will be relieved from providing services unless the Rules of Professional Conduct provide otherwise. 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. George 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~~ (not applicable for the type of services being provided). 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 George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

~~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 George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or (not applicable to the services provided)~~

~~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 George Mason with all vouchers and records of expenses incurred and savings realized. George 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 George Mason within thirty (30) days from the date of receipt of the written order from George 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 George Mason or with the performance of the contract generally (not applicable to the services provided).~~

~~K. CLAIMS: Contractor will provide notice in writing regarding a dispute. 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 a submitted dispute claims shall not delay payment of amounts agreed due in the final payment.~~

1. The Contractor must submit written ~~notice of the dispute 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.~~

2. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the ~~claim~~ dispute and will mail their decision to the Contractor within 60 days after receipt of the ~~notice~~ Claim.

3. ~~In the event the dispute is not resolved, either party may seek redress before a court of competent jurisdiction. 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 George 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.~~

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George 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 George 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.~~

The above deleted sections are not applicable to the services to be provided

~~U. EXPORT CONTROL~~

Delete this section, it is not applicable to the services to be provided

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George 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 George Mason or to the failure of George 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 George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor. ~~The damages available for any indemnity claim will be limited to damages recoverable in tort and within the limits of Contractor's professional liability insurance. The period for asserting any indemnity claim will be the statute of limitations period for bringing a malpractice claim.~~

II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. ~~George Mason will inform Contractor of its intention to renew this Contract as soon as reasonably practical.~~ Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed ten (10) years in length.

1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the "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, ~~unless otherwise agreed to by the Parties.~~

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: Clark Hill PLC

Preparer Name: Vanessa M. Kelly **Date:** November 10, 2025

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: Kennington Law PLLC SBSBD Cert #: 829744, exp. 12/22/28
 Contact Name: Brooke Kennington SBSBD Certification: small/micro/women-owned
 Contact Phone: 804-396-4905 Contact Email: Brooke@kenningtonlawpllc.com
 Value % or \$ (Initial Term): 10% Contact Address: 5806 Grove Ave., #102, Richmond VA 23226
 Description of Work: Subcontractor will serve on an as-needed basis as an impartial hearing/appeal officer and/or investigator on an as-needed basis in Title IX or Title VII cases. Subcontractor is based in Virginia and will be available to conduct on-campus interviews or meetings that may be required.

Subcontract #2

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

George Mason University Proposal: Responses to Mandatory Questions

Mandatory Questions

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

From time to time, Clark Hill has been subject to claims of professional negligence. All such claims have been dismissed or covered by insurance. Further details are available upon request of Jadd Masso, Chief Legal Officer (jmasso@clarkhill.com).

Kennington Law PLLC (subcontractor) has not been involved in litigation with any party.

- 2. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.**

In the past 10 years, neither the Clark Hill nor our employees have been investigated by any state or federal regulatory or law enforcement agency.

In the past 10 years, Kennington Law PLLC (subcontractor) has not been investigated by any state or federal regulatory or law enforcement agency.

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

From time to time, Clark Hill has been subject to claims of professional negligence. All such claims have been dismissed or covered by insurance. Further details are available upon request of Jadd Masso, Chief Legal Officer (jmasso@clarkhill.com).

Kennington Law PLLC (subcontractor) has not been involved in any lawsuits in the last three years.

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

Clark Hill PLC has not changed its name within the past 10 years.

Kennington Law PLLC (subcontractor) has not changed its name within the past 10 years.

- 5. Please only select "yes" to one option:**

- Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms.

- Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program

- YES 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.**



Locations:

Atlanta, GA
Austin, TX
Beaumont, TX
Birmingham, MI
Boulder, CO
Chicago, IL
Collin County, TX
Dallas, TX
Denver, CO
Detroit, MI
Grand Rapids, MI
Houston, TX
Lansing, MI
Las Vegas, NV
Los Angeles, CA
Morgantown, WV
New York, NY
Philadelphia, PA
Phoenix, AZ
Pittsburgh, PA
Princeton, NJ
San Antonio, TX
San Diego, CA
San Francisco, CA
Scottsdale, AZ
Washington, DC
Wilmington, DE
Dublin, Ireland
Mexico City, Mexico

clarkhill.com

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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Offeror Name: Clark Hill PLC

Preparer Name: Vanessa M. Kelly **Date:** November 10, 2025

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

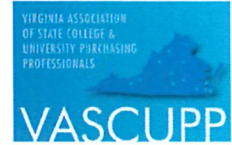
Company Name: Kennington Law PLLC SBSBD Cert #: 829744, exp. 12/22/28
 Contact Name: Brooke Kennington SBSBD Certification: small/micro/women-owned
 Contact Phone: 804-396-4905 Contact Email: Brooke@kenningtonlawpllc.com
 Value % or \$ (Initial Term): 10% Contact Address: 5806 Grove Ave., #102, Richmond VA 23226
 Description of Work: Subcontractor will serve on an as-needed basis as an impartial hearing/appeal officer and/or investigator on an as-needed basis in Title IX or Title VII cases. Subcontractor is based in Virginia and will be available to conduct on-campus interviews or meetings that may be required.

Subcontract #2

Company Name: _____ SBSBD Cert #: _____
 Contact Name: _____ SBSBD 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/



**REQUEST FOR PROPOSALS
GMU-DR0709-25**

ISSUE DATE: October 14, 2025
TITLE: Civil Rights Compliance Investigation Services
PRIMARY PROCUREMENT OFFICER: Davena Reynolds, Senior Buyer
SECONDARY PROCUREMENT OFFICER: Erin Rauch, Director, Strategic Sourcing

QUESTIONS/INQUIRIES: Submit all inquiries through [George Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 21, 2025. **All questions must be submitted through George Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>. Responses to questions will be posted to George Mason's Bonfire portal and by 5:00 PM ET on October 23, 2025.

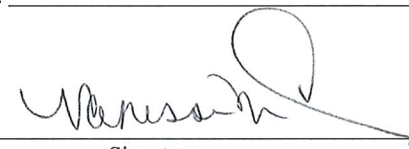
PROPOSAL DUE DATE AND TIME: November 11, 2025 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. George 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: Clark Hill PLC
DBA: Clark Hill
Address: 210 Carnegie Center, Suite 102
Princeton, NJ 08540
FEI/FIN No. 38-0425840
Fax No. 609-785-2999
Email: vkelly@clarkhill.com

Date: November 10, 2025
By: 
Signature
Name: Vanessa M. Kelly
Title: Member
Telephone No. 609.785.2926

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

SWaM Certification Number: _____

Check the box next to the option that applies to your proposal submission. See section IV. Final Contract for additional information.

- Option 1:** Full Acceptance:
1. We have reviewed George Mason's Standard Contract and all related documents.
 2. We have no proposed changes.
 3. We understand that if we are advanced to negotiations, no contract exceptions, redlines, vendor documents, or additional terms will be considered, unless proposed by George Mason.
- Option 2:** Proposed Exceptions and/or Additional Documents Submitted:
1. We have reviewed George Mason's Standard Contract and all related documents.
 2. We have included a list of proposed exceptions and/or redlined contract documents with our proposal.
 3. We understand that if we are advanced to negotiations, no additional contract exceptions, redlines, vendor documents, or additional terms will be considered beyond what has been submitted with our proposal, unless proposed by George Mason.

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.



Exceptions/Revisions to Attachment B Standard Contract

Clark Hill has carefully reviewed *Attachment B—Sample Contract* and respectfully submits the following exceptions and revisions to the content of the original contract.

Additions are made in RED and Deletions are also in RED and ~~CROSSED-OUT~~.

X. STANDARD TERMS AND CONDITIONS:

E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. George 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. ~~However, George Mason will not have access to the Contractor's administrative materials or internal firm communications.~~

F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall ~~make assignments to Contractor be bound~~ hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract. ~~Nothing in this paragraph shall be construed to excuse George Mason from making payments to Contractor for services rendered.~~

I. CANCELLATION OF CONTRACT: George 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 George Mason, George 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 George Mason, including any pre-paid deposits, within 14 days. ~~Contractor shall be permitted to withdraw from the representation pursuant to the applicable Rules of Professional Conduct for the jurisdiction in which the services are provided. Withdrawal or termination of Contractor shall cancel the contract and Contractor will be relieved from providing services unless the Rules of Professional Conduct provide otherwise. 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. George 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 (not applicable for the type of services being provided).~~ 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 George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

~~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 George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or (not applicable to the services provided)~~

~~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 George Mason with all vouchers and records of expenses incurred and savings realized. George 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 George Mason within thirty (30) days from the date of receipt of the written order from George 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 George Mason or with the performance of the contract generally (not applicable to the services provided).~~

~~K. CLAIMS: Contractor will provide notice in writing regarding a dispute. 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 a submitted dispute claims shall not delay payment of amounts agreed due in the final payment.~~

1. The Contractor must submit written ~~notice of the dispute 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.~~

2. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the **claim dispute** and will mail their decision to the Contractor within 60 days after receipt of the **notice Claim**.

3. ~~In the event the dispute is not resolved, either party may seek redress before a court of competent jurisdiction. 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 George 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.~~

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George 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 George 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.~~

The above deleted sections are not applicable to the services to be provided

~~U. EXPORT CONTROL~~

Delete this section, it is not applicable to the services to be provided

Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George 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 George Mason or to the failure of George 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 George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor. ~~The damages available for any indemnity claim will be limited to damages recoverable in tort and within the limits of Contractor's professional liability insurance. The period for asserting any indemnity claim will be the statute of limitations period for bringing a malpractice claim.~~

II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. ~~George Mason will inform Contractor of its intention to renew this Contract as soon as reasonably practical.~~ Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed ten (10) years in length.

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