



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

STANDARD CONTRACT
GMU-DR0709-25-06

This Contract entered on this 20th day of May, 2026 (Effective Date) by Human Capital Consultants Consortium LLC hereinafter called “Contractor” (located at 4314 Kingston Gate Cove, Atlanta, GA 30341) 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 (2) 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.

Human Capital Consultants Consortium	Pricing for Investigative Services
Executive Consultant & Senior Investigator	\$175/hour
Senior Investigator	\$160/hour
Investigator	\$150/hour
Investigative Support / Analyst	\$90/hour
Human Capital Consultants Consortium	Submitted Pricing for Hearing/Appeals Services
Hearing Officer	\$125/hour
Human Capital Consultants Consortium	Hourly Rate for Other Suggested Services
Standard Workshop (2-hours) Virtual – up to 25 participants	\$2,300
Standard Workshop (2-hours) In-Person – up to 25 participants	\$2,800

Half-Day Training (4-hours) Virtual – up to 25 participants	\$3,150
Half-Day Training (4-hours) In-Person – up to 25 participants	\$3,875
Hard Copies of Training Materials	\$10/per participant
Customized Training Development – Virtual Only	\$225/hour

Additional Support Services	Description	Hourly Rate
Investigative Support / Analyst	Document review, evidence organization, case file preparation	\$90/hour
Quality Control / Sufficiency Review	Internal review of reports and work product for accuracy, consistency, and compliance	\$100/Hour
Administrative Support	Scheduling, coordination, and documentation management	\$75/hour

Customized Training Development and Advisory Services are billed at \$225/Hour. These hourly equivalents reflect not only facilitation time, but also the associated preparation, coordination, and instructional design effort required to deliver a high-quality, interactive training experience. To provide additional clarity, the following reflects the hourly equivalent rates for standard training offerings based on the total effort required (including preparation and delivery):

Service Category	Flat Rate	Duration	Hourly Equivalent
Standard Workshop (2-Hours) Virtual	\$2,300	2 hours	\$1,150/ per hour
Standard Workshop (2-Hours) In-Person	\$2,800	2 hours	\$1,400/ per hour
Half-Day Training (4-Hours) Virtual	\$3,150	4 hours	\$787.50/ per hour
Half-Day Training (4-Hours) In-Person	\$3,875	4 hours	\$968/ per hour

Travel

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.

Volume Discount Structure

Volume discounts are based on the aggregate annual hours utilized across all services, including investigative, hearing, support, and training services.

Annual Volume (Hours)	Discount Applied
0 – 149 hours	Standard Rates
150 – 349 hours	5% Discount
350 – 599 hours	10% Discount
600+ hours	15% Discount

Discounts may be applied as thresholds are reached and can be structured prospectively or reconciled periodically, as mutually agreed upon.

- 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. Negotiation Responses dated March 18, 2026 (attached);
- D. RFP No. GMU-DR0709-25, in its entirety (attached);
- E. Contractor's proposal dated November 11, 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.
 - 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 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 this Contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
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: 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. George Mason is prohibited from agreeing to pay other parties' collection fees or attorney's fees and shall not pay Contractor's attorney's fees unless they are awarded against George Mason by a court of competent jurisdiction in the Commonwealth of Virginia.
- 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:
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 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:**
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 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.

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, 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 period. This Contract will not exceed ten (10) years in length.
1. Contract price(s) for the additional two-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.

- 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.

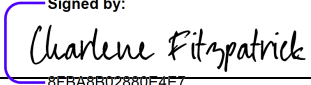
UU. UNIVERSITY DATA UPON REQUEST, TERMINATION OR EXPIRATION: Upon request, termination or expiration of the Contract, Contractor will ensure that all University Data are securely provided, returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made.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

Human Capital Consultants Consortium LLC

Signed by:

 Signature 8FBA8B02880E4E7...

Name: Charlene Fitzpatrick

Title: CEO & Managing Member

Date: 5/22/2026

George Mason University

DocuSigned by:

 Signature E1DA89EA373640A...

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 5/20/2026

**Data Security Addendum for inclusion in GMU-DR0709-25-06 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Human Capital Consultants Consortium LLC (“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.

Human Capital Consultants Consortium LLC*Charlene Fitzpatrick*

Signature

Name: Charlene FitzpatrickTitle: CEO & Managing MemberDate: 5/22/2026**George Mason University**

DocuSigned by:

Clifford Shore

Signature

Name: Clifford ShoreTitle: Chief Procurement OfficerDate: 5/20/2026



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

March 18, 2026

Charlene Fitzpatrick
CEO – charlene@h3cllc.com
Human Capital Consultants Consortium LLC
4314 Kingston Gate Cove
Atlanta, GA 30341

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

Dear Charlene Fitzpatrick:

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 2 PM EST.

1. Human Capital Consultants Consortium LLC has proposed providing both virtual and in-person training for “up to 25 participants.” Please clarify whether this participant limit applies only to in-person sessions or to both virtual and in-person training formats.
 - a. In addition, please confirm that no additional fees, such as charges for training materials or other related services, will be applied.
 - b. Finally, for customized training, please provide an example demonstrating how the proposed hourly rate of \$225 is used to calculate the cost of a four (4) hour training session.

Human Capital Consultants Consortium LLC Response:

Thank you for the opportunity to clarify. The proposed maximum of 25 participants applies specifically to in-person training sessions. This threshold is intentional, as it allows us to maintain a highly interactive, discussion-based learning environment where participants can fully engage in activities, practice scenarios, and real-time application of concepts. For virtual training sessions, participant capacity may be increased to a maximum of 35 participants. However, to preserve the quality of the learning experience and ensure meaningful engagement, sessions exceeding 25 participants require both a facilitator and a dedicated producer.

The producer plays a critical role in managing technology, monitoring participant engagement, facilitating breakout rooms, and supporting real-time interaction allowing the facilitator to remain fully focused on content delivery and learner connection. Please note that the addition of a producer increases the overall investment. For example, a 4-hour virtual session would include an additional \$380 (For a Producer for the entire 4-hour virtual session), while a 2-hour session would include an additional \$190 (For a Producer for the entire 2-hour session.)

Our training approach is intentionally designed to be experiential, interactive, and application focused. As participant numbers increase, the level of individual engagement and interaction naturally decreases. Incorporating a producer in larger virtual sessions helps mitigate this impact but does result in an increased level of effort and investment. We remain committed to delivering high-impact learning experiences and are happy to discuss alternative configurations based on your goals and audience size.

a. Response

Human Capital Consultants Consortium LLC (“H3C”) provides electronic participant materials as part of our standard training delivery. These materials are included in the overall course investment, and no additional

fees are applied for participant resources. If hard copy participant materials are requested, they can be provided at an additional cost of \$10 per participant, which covers printing and preparation.

At this time, we do not anticipate any other additional charges for training materials or related services beyond what has been proposed. Any optional enhancements or client-requested add-ons would be discussed in advance and mutually agreed upon. We remain committed to transparent pricing and delivering a comprehensive, high-quality training experience.

b. Response

Thank you for the opportunity to provide additional details. With over three decades of experience in adult learning principles and developing customized curriculum, H3C designs training that is practical, relevant, and grounded in real-world application. Each session is tailored to reflect the client’s environment and includes interactive exercises, scenarios, and case studies that are familiar in context while appropriately adapted. A typical four (4) hour customized training session is supported by approximately 30 total hours of effort, as outlined below:

Activity	Description	Hours
Co-Creation Session	Collaborative session with the point of contact (POC) and stakeholders as applicable to align goals, challenges, audience needs, and desired outcomes.	2
Customized Curriculum Design & Development	Development of tailored content, including interactive exercises, real-world scenarios, case studies, and activities.	16
Mastermind Review Session	Collaborative session with POC and stakeholders as applicable to ensure customization is relevant, practical, and aligned with organizational expectations.	2
Content Refinement & Editing	Finalizing content for clarity, flow, and instructional design integrity.	4
Client Dry Run / Internal Review	Facilitate a client virtual dry run to validate timing, delivery flow, and facilitation approach.	2
Training Delivery	Facilitation of the four (4) hour customized training session	4
Total Hours		30

George Mason’s Response: The responses for both (a) and (b) have been accepted. This negotiation point has been finalized.

2. Human Capital Consultants Consortium LLC has proposed both (a) flat-rate pricing and (b) hourly-rate pricing for Investigative Services. George Mason prefers option (b) hourly rate pricing for Investigative Services.

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. Please complete the chart below. 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 procurement, meaning that other state agencies, public institutions, etc. can utilize/ride the resulting contract potentially resulting in more engagements for your firm.

Human Capital Consultants Consortium	Submitted Pricing for Investigative Services	New hourly rate
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Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

Executive Consultant & Senior Investigator	\$175/hour	
Senior Investigator	\$160/hour	
Investigator	\$150/hour	
Human Capital Consultants Consortium	Submitted Pricing for Hearing/Appeals Services	New hourly rate
Hearing Officer	\$125/hour	
Human Capital Consultants Consortium	Hourly Rate for Other Suggested Services	
Standard Workshop (2-hours) Virtual – up to 25 participants	\$2,375	
Standard Workshop (2-hours) In-Person – up to 25 participants	\$2,875	
Half-Day Training (4-hours) Virtual – up to 25 participants	\$3,250	
Half-Day Training (4-hours) In-Person – up to 25 participants	\$4,200	
Customized Training Development – Virtual Only	\$225/hour	

Human Capital Consultants Consortium LLC Response:

Thank you for the opportunity to provide additional details and align with George Mason University's preference for hourly rate pricing. H3C has provided more granular hourly rates across investigative, hearing, support, and training-related services as requested. Our proposed rates are highly competitive and, based on our experience and market comparisons, are below typical market rates for comparable services at this level of expertise. These rates reflect both our commitment to cost-effective service delivery and the depth of experience we bring to each engagement.

Investigative Services – Hourly Rates

Role	Hourly Rate
Executive Consultant & Senior Investigator	\$175/hour
Senior Investigator	\$160/hour
Investigator	\$150/hour

Additional Support Services – Hourly Rates

Service Category	Description	Hourly Rate
Investigative Support / Analyst	Document review, evidence organization, case file preparation	\$90/hour

Service Category	Description	Hourly Rate
Quality Control / Sufficiency Review	Internal review of reports and work product for accuracy, consistency, and compliance	\$100/hour
Administrative Support	Scheduling, coordination, and documentation management	\$75/hour

Customized Training Development and advisory services are billed at \$225/hour.

These hourly equivalents reflect not only facilitation time, but also the associated preparation, coordination, and instructional design effort required to deliver a high-quality, interactive training experience. To provide additional clarity, the following reflects the hourly equivalent rates for standard training offerings based on the total effort required (including preparation and delivery):

Service Category	Flat Rate	Duration	Hourly Equivalent
Standard Workshop (2-Hours) Virtual	\$2,300	2 hours	\$1,150/ per hour
Standard Workshop (2-Hours) In-Person	\$2,800	2 hours	\$1,400/ per hour
Half-Day Training (4-Hours) Virtual	\$3,150	4 hours	\$787.50/ per hour
Half-Day Training (4-Hours) In-Person	\$3,875	4 hours	\$968/ per hour

George Mason's Response: Thank you for providing more granular rates and breakdown of your pricing structure. We noted that the updated pricing/table you provided above did not have the "Hearing Officer" category at \$125/Hour. Is that category/rate still applicable to the updated pricing schedule? Please provide your final rates/categories at this time as this updated pricing schedule will be populated into any resulting contract award.

Human Capital Consultants Consortium LLC Response:

Thank you for your review and for the opportunity to clarify our updated pricing structure. **Yes, the Hearing Officer category at a rate of \$125 per hour remains applicable** and is included as part of our final pricing schedule. The omission in the updated table was unintentional.

Please consider the \$125/hour rate for the Hearing Officer category as confirmed and incorporated into our final rates. All other rates and categories provided in the updated pricing schedule remain unchanged. We appreciate the opportunity to finalize this information and are prepared for these rates to be incorporated into the resulting contract award.

Final Pricing Confirmation (Excerpt)

Labor Category	Hourly Rate	Status
Hearing Officer	\$125/hour	Confirmed

Please let us know if any additional clarification is needed.

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

Human Capital Consultants Consortium LLC Response:

Yes, H3C is pleased to offer volume-based pricing incentives designed to support George Mason University's needs as well as potential utilization through cooperative procurement. Our pricing structure is intentionally designed to remain highly competitive and below typical market rates, while also providing opportunities for additional cost efficiencies as engagement volume increases.



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

Volume Discount Structure

Volume discounts are based on the **aggregate annual hours utilized across all services**, including investigative, hearing, support, and training services.

Annual Volume (Hours)	Discount Applied
0 – 149 hours	Standard Rates
150 – 349 hours	5% Discount
350 – 599 hours	10% Discount
600+ hours	15% Discount

Discounts may be applied as thresholds are reached and can be structured prospectively or reconciled periodically, as mutually agreed upon.

Additional Value-Added Benefits

H3C provides value beyond service delivery by equipping George Mason University with the insights, tools, and scalable support needed to strengthen compliance, reduce risk, and sustain long-term organizational effectiveness.

- **Integrated Service Delivery:** Alignment between investigations and training to address root causes and reduce repeat issues.
- **Proactive Risk Mitigation Insights:** Identification of trends, patterns, and systemic concerns based on investigation outcomes to support prevention and continuous improvement.
- **Training Evaluation & Impact Reporting:** Delivery of structured post-training evaluation reports that go beyond satisfaction metrics to capture participant feedback, knowledge confidence shifts, engagement levels, and emerging workplace themes. Reports include actionable insights and recommendations to inform leadership decisions and reinforce learning.
- **Quarterly Insights Summary:** For engagements involving multiple sessions, provision of aggregated reporting to identify trends, recurring challenges, and potential risk areas across departments, along with targeted recommendations for sustained improvement.
- **Electronic Participant Materials:** Included with all training engagements for ease of access and sustainability.
- **Customized, Client-Owned Content:** All developed training materials become the property of George Mason University for ongoing internal use.
- **Standardized Tools & Templates:** Provision of investigation templates, interview guides, documentation protocols, and training job aids to promote consistency and support internal capability building.
- **Rapid Response Capability:** Ability to deploy experienced investigators quickly to support time-sensitive or high-priority cases.
- **Quality Assurance Reviews:** Internal peer review process to ensure accuracy, consistency, and defensibility of all investigative deliverables.
- **Scalable Resource Model:** Ability to support increased demand across departments and participating agencies.
- **Flexible Engagement Approach:** Tailored level of support aligned to George Mason University's evolving needs and priorities.

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

4. Your firm has provided fixed, lump-fee, pricing for "Training Services" per your proposal Page 27 of 37. Please advise what is actually included in these fixed fees (how many personnel/what labor categories, what deliverables, etc.).
 - a. For the "In-Person" Training options does that fee include travel costs or is travel extra?

Human Capital Consultants Consortium LLC Response:**Training Services – Inclusions**

Using a 4-hour training session as an example the following is included regarding the labor category, the number of personnel, the role/ responsibility and deliverables.

Labor Category	Number of Personnel	Role / Responsibility	Deliverables
Master Facilitator / Senior Consultant	1	Leads and facilitates the training session	Delivery of interactive training session
Instructional Design / Curriculum Development (Internal Support)	1	Develops and customizes training content aligned with GMU policies and needs	Customized training curriculum, participant and facilitator guide
Project Coordination (Internal Support)	1	Coordinates logistics, scheduling, and session preparation	Session coordination and readiness
Compliance, Editor and Quality Review (Internal Support)	1	Reviews materials for accuracy, compliance, and quality	Finalized training materials

Travel for In-Person Training

Travel is not included in the fixed training fee. All travel (including airfare, lodging, and transportation to training location such as Uber or Lyft) will be invoiced on a reimbursement basis in accordance with George Mason University's travel policies and GSA per diem rates and will be **pre-approved** by the University.

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

- Confirm you acknowledge and accept that 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.

Human Capital Consultants Consortium LLC Response:

H3C acknowledges and accepts George Mason University's travel and reimbursement requirements as outlined. We understand and agree that:

- Travel costs will be invoiced on a reimbursement basis only, in accordance with George Mason University travel policies and applicable GSA per diem rates.
- All proposed rates include travel costs within a 50-mile radius of the Fairfax Campus.
- Any travel required beyond the 50-mile radius will be pre-approved by George Mason University prior to incurring costs.
- H3C does not invoice for travel time, and no hourly billing will be applied to time spent in transit.

H3C is committed to full compliance with George Mason University's policies and will ensure all travel is managed in a cost-effective, transparent, and pre-approved manner.

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



Purchasing Department
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Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

6. Will Human Capital Consultants Consortium LLC 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.

Human Capital Consultants Consortium LLC Response:

Yes, H3C confirms our ability and willingness to meet with George Mason University virtually prior to the start of each case. We view these pre-case coordination meetings as a critical component of successful case management, ensuring alignment on scope, expectations, communication protocols, and any institution-specific considerations.

These meetings also serve as the formal case authorization process. Upon completion of the pre-case meeting and mutual agreement to proceed, the case will be considered authorized, and billable services will commence at that time. H3C confirms that participation in these virtual meetings will be provided at no additional cost to George Mason University and is included as part of our standard service delivery model.

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

7. 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?

Human Capital Consultants Consortium LLC Response:

Yes, H3C will collaborate with George Mason University to ensure appropriate transparency and alignment regarding materials used in each case. As outlined in our methodology, H3C develops a **case-specific investigative plan**, which may include:

- Scope of the investigation
- Identified parties and witness categories
- Document and evidence requests
- General interview approach and structure

This information can be shared with George Mason's designated point of contact for review. H3C is committed to maintaining open communication throughout the investigation and will provide updates at key milestones.

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

8. 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.

Human Capital Consultants Consortium LLC Response:

Yes, H3C acknowledges and agrees to comply with George Mason University policies, including Policies 1201 and 1202. H3C will ensure that any identified or suspected Prohibited Title IX Conduct or Prohibited Discrimination is reported to the appropriate George Mason University Title IX and/or Equal Opportunity offices within the required **72-hour timeframe from discovery**.

Our investigative protocols include clear internal escalation procedures to support timely identification, documentation, and reporting of such matters in alignment with University requirements.

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

9. 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."

Human Capital Consultants Consortium LLC Response:

H3C acknowledges and agrees to safeguard all George Mason University information, including confidential, restricted, and regulated data, whether shared orally, in writing, or electronically. H3C is committed to complying with all applicable confidentiality, privacy, and information security requirements as outlined in University policies and the resulting contract. Our practices include the use of secure, access-controlled systems, encrypted file sharing, and adherence to a strict need-to-know protocol to ensure the protection of all sensitive information.

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

10. If there are any risks associated with an investigation or assessment, will Human Capital Consultants Consortium, LLC agree to communicate these risks to George Mason in writing within 24 hours of discovery?

Human Capital Consultants Consortium LLC Response:

Yes, H3C agrees to communicate any identified risks associated with an investigation or assessment to George Mason University in writing within 24 hours of discovery.

H3C incorporates structured risk identification and escalation protocols as part of our project management and investigative processes. This ensures that any potential risks, concerns, or material changes impacting scope, timeline, or outcomes are promptly documented and communicated to the designated point of contact.

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

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

Human Capital Consultants Consortium LLC Response:

Yes, H3C acknowledges, agrees, and understands that George Mason University cannot guarantee a minimum amount of business under the resulting contract. H3C understands that services will be utilized on an as-needed basis and is prepared to support the University accordingly.

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

12. 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.

Human Capital Consultants Consortium LLC Response:

Yes, H3C acknowledges and agrees that no additional terms and conditions will be added to any scope, statement of work (SOW), quote, or proposal issued to George Mason University.

H3C understands that all engagements will be governed by the negotiated terms of Contract GMU-DR0709-25, and that George Mason University's issuance of a Purchase Order will serve as confirmation of each engagement. Any supporting documentation provided by H3C will be limited to outlining the scope and description of services to be performed.

H3C will ensure that all services performed are aligned with the agreed-upon scope of work for each engagement and will coordinate with George Mason University should any requested services fall outside of that scope.



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

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

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

Regards,

A handwritten signature in black ink that reads 'Davena Reynolds'.

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: <ol style="list-style-type: none"> We have reviewed George Mason's Standard Contract and all related documents. We have no proposed changes. 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: <ol style="list-style-type: none"> We have reviewed George Mason's Standard Contract and all related documents. We have included a list of proposed exceptions and/or redlined contract documents with our proposal. 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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GMU-DR0709-25

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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 contract 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

Company Name

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

SAMPLE INVOICE

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



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: Human Capital Consultants Consortium, LLC

Date: November 11, 2025

DBA: N/A

Address: 4314 Kingston Gate Cove, Atlanta Ga 30341

By: 
Signature

FEI/FIN No. 81-3068816

Name: Charlene Fitzpatrick

Fax No.

Title: CEO

Email: charlene@h3cllc.com

Telephone No. 770.335.2091

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

SWaM Certification Number: Pending

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.



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**H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY**



COVER LETTER

George Mason University
Attn: Davena Reynolds, Senior Buyer
Office of Procurement and Strategic Sourcing
4400 University Drive, MS 3C1
Fairfax, VA 22030

Submitted Electronically via: <https://gmu.bonfirehub.com>

Subject: Response to RFP #GMU-DR0709-25 — Civil Rights Compliance Investigation Services

Dear Ms. Reynolds and Evaluation Committee Members:

Human Capital Consultants Consortium, LLC (H3C) is pleased to submit our proposal to provide Civil Rights Compliance Investigation Services to George Mason University's (GMU) Office of Access, Compliance, and Community. As a Woman-Owned Small Business (WOSB) and Disadvantaged Business Enterprise (DBE), H3C brings more than three decades of specialized experience conducting impartial investigations, hearings, and compliance training under Title VI, Title VII, Title IX, and the ADA, as well as applicable Virginia laws.

Our team has successfully supported higher-education institutions, public agencies, and nonprofit organizations in ensuring fair, trauma-informed, and policy-aligned processes that protect all parties while promoting a culture of civility and respect. H3C's investigators and hearing officers are skilled in managing sensitive matters with discretion, empathy, and neutrality—producing thorough, evidence-based reports and defensible findings.

In addition to investigative and hearing officer services, H3C provides as-needed training and consultation on civil rights compliance, hearing procedures, workplace investigations, and civility in the workplace. We also offer informal resolution services to help institutions resolve complaints efficiently and in accordance with university policy.

H3C acknowledges and accepts all submission requirements outlined in the RFP, including the signed cover page, completion of Attachment A – Small Business Subcontracting Plan, and declaration of payment preference as required in Bonfire. We appreciate your consideration and the opportunity to partner with George Mason University in advancing its mission to foster an inclusive, respectful, and equitable community. Please contact me directly with any questions or requests for additional information:

Charlene Fitzpatrick, CEO
Human Capital Consultants Consortium
Email: Charlene@h3c1lc.com | Phone: (770) 335-2091

Regards,


Charlene Fitzpatrick, CEO
H3C



XII. B. 1. PROCEDURAL INFORMATION

The procedural items have been addressed as directed in the RFP.

a. Return signed cover page and all addenda, if any, signed and completed as required.

The cover page is included as the first page of the proposal. There are no addendum.

b. Return Attachment A - Small Business Subcontracting Plan.

Attachment A is included in the attachment section of this proposal response.

c. Exceptions (if any) to George Mason's two-party contract, Attachment B.

H3C has no exceptions to George Mason's two-party contract.

d. Any SOW or supplemental document George Mason may be required to sign. See section IV. Final Contract

There are no supplemental documents that require GMU signature.

e. State your payment preference as required in Bonfire. (See section XIV.)

H3C selects Option 3- Net 30 Payment Terms that reads as follows. 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.

f. Answer the below questions with your proposal submission through Bonfire, as required.

The following response have also been responded to in Bonfire.

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

No.

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

Not Applicable to H3C.

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

No lawsuits involve our firm or any subcontractor we utilize.

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

No.

XII. B. 2. EXECUTIVE SUMMARY

GMU, through its Office of Access, Compliance, and Community (OACC), seeks to strengthen its institutional capacity for fair, timely, and trauma-informed Civil Rights compliance investigations, hearings, appeals, and related training services. The University's objective is to uphold the highest standards of equity, due process, and integrity in addressing allegations under Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act (ADA), and all related University and Commonwealth of Virginia policies. The ultimate goal is to ensure that every member of the GMU community experiences a respectful, consistent, and impartial process that reinforces institutional trust and accountability.

H3C is honored to submit this proposal in full response to RFP GMU-DR0709-25. With more than three decades of expertise in human capital consulting, workplace investigations, and developing employees and leaders via our Learn, Do, Be, learning methodology, H3C has established a reputation for excellence in supporting universities, government agencies, corporations, and nonprofit organizations across the nation. Our consortium model integrates the talents of seasoned EEOC certified investigators, hearing and appeals officers, compliance specialists, and master facilitators and curriculum developers who collectively deliver objective, defensible, policy-aligned outcomes.

Our investigative and training services are conducted in full alignment with GMU's policies and applicable state and federal regulations, including University Policies 1201, 1202, and 1204, and Virginia Department of Human Resource Management Policy 2.35 (Civility in the Workplace). H3C's methodology emphasizes neutrality, transparency, and trauma-informed practices that protect the rights of all parties while maintaining procedures and legal compliance. Grounded in integrity, collaboration, and service excellence, H3C stands ready to partner with GMU to advance its commitment to a safe, inclusive, and compliant learning and working environment.

OUR FIVE CORE VALUES

Every H3C engagement, whether investigative, hearing-related, or training-focused, is anchored in five non-negotiable values that define our approach and distinguish our work.

- **Objectivity** - Our investigations are grounded in the unbiased collection and analysis of facts. H3C investigators are trained to approach each case without assumptions, preconceived notions, or personal bias. Allegations are not taken as proof of wrongdoing; our role is to determine whether they have merit based on factual evidence. Key to maintaining objectivity is the ability to correctly identify the relevant policy and factual issues surrounding the allegation. Objectivity demands neutrality, sound judgment, and a disciplined adherence to facts, not opinions.
- **Thoroughness** - A credible investigation must be comprehensive. Our process ensures all relevant issues and allegations are addressed by:
 - Researching and referencing applicable policies and procedures.
 - Reviewing and analyzing pertinent documentation.
 - Conducting detailed interviews and follow-ups with all relevant parties.
 - Applying the facts to the governing standards.
 - Delivering a well-documented and actionable report.

Throughout the investigation, we continuously evaluate the sufficiency of the evidence. This includes determining whether further inquiry is necessary or if the investigation has reached a logical conclusion. Thoroughness avoids oversight, ensures fairness, and strengthens the credibility of the findings.

- **Timeliness** - Investigations must be conducted promptly to preserve the accuracy of facts, maintain confidence in the process, and reduce disruption to the organization. While investigations vary in complexity, H3C is committed to completing inquiries within a reasonable timeframe without compromising quality. We recognize the human impact of investigations. Timely resolution protects the rights and reputations of all parties involved, complainants, respondents, and witnesses, and supports the mission and operational effectiveness of the organization.
- **Confidentiality and Privacy** - All investigations are conducted with the highest regard for confidentiality. H3C operates under the “need-to-know” doctrine, meaning information is shared strictly and only with individuals who are authorized and require access to perform their role in the investigative process. We treat all investigative materials, including participant identities, statements, documents, and evidence, as sensitive and confidential. While complete anonymity cannot be guaranteed, we take every measure to protect privacy and ensure that, Information is not disclosed outside the scope of the investigation, Documentation is securely maintained and used for official purposes.
- **Impartiality** - We approach every case without bias, preconceived judgment, or personal interest in the outcome. Our investigators maintain strict neutrality, ensuring that all parties, complainants, respondents, and witnesses, are treated with fairness and respect throughout the process. We proactively identify and mitigate any potential conflicts of interest before engagement and adhere to protocols that reinforce independence and transparency.

OUR FIVE-PHASE CLIENT ENGAGEMENT FRAMEWORK

H3C ensures structure, accountability, and transparency through our proven five-phase client engagement model, applied consistently across all investigations, hearings, and training initiatives. Each phase defined deliverables, collaborative checkpoints, and measurable outcomes, providing a disciplined framework for quality, compliance, and continuous improvement.

Phase	Focus
Launch & Discovery	Initiate engagement, clarify scope, confirm applicable university policies, and establish project infrastructure and secure systems. This includes setting up encrypted IT portals, project management tools, and communication protocols. Conduct a high-level “as-is” assessment of current processes, systems, and compliance readiness in preparation for providing investigation and hearing officer support.
Design & Customize	Use discovery insights to design and customize investigation templates, documentation tools, and training plans specific to GMU’s culture, policies, and compliance framework. This phase ensures all materials, such as interview guides, evidence logs, report templates, and training content, reflect GMU’s legal standards and trauma-informed best practices.
Implement	Deliver investigative, hearing officer, and training services upon request..
Monitor & Evaluate	Conduct ongoing monitoring and quality reviews for the duration of the engagement. After each assignment, H3C facilitates a debrief with OACC and key stakeholders to evaluate performance, identify lessons learned, and incorporate procedural updates into subsequent assignments.
Transition to Close	Deliver comprehensive reports, debrief with stakeholders, and ensure proper documentation and retention.

XII. B. 3. QUALIFICATIONS AND EXPERIENCE

The ability to conduct effective investigations is an acquired skill, where talent is honed over time and shaped by experience. While regulations, rules, and policies may be clear-cut, students, employees, and faculty are not. There are nuances related to emotional intelligence, motivation, and human behavior that must be considered. Seasoned professionals know how to ask the right questions to extract information, can sort relevant from irrelevant details, and are comfortable making credible determinations. They ensure that the people involved in the process are treated in an objective, impartial, and respectful manner. They can convey information, both verbally and within a written report, so that an organization can utilize this information effectively.

Our confidence in exceeding the expectations of this engagement is grounded in more than three decades of experience conducting sound, legally compliant, and fact-based investigations under Title VI, Title VII, Title IX, and other civil rights and employment regulations. Beyond technical expertise, “*the what*,” we are distinguished by “*the how*,” a thoughtful, people-centered investigative approach rooted in authenticity, presence, and emotional intelligence. Our team leads with optimism, patience, and professionalism, meeting individuals where they are to foster clarity, resolution, and trust. Our portfolio includes partnerships with leading institutions such as Stanford University, Duke University, and service on the Advisory Board of the University of Dayton School of Business, which has deepened our understanding of the internal frameworks, shared governance, and administrative dynamics unique to higher education. Coupled with our extensive investigative, audit, and assessment background across private, public, and educational sectors, H3C brings the dual advantage of technical precision and relational awareness, ensuring every investigation is conducted with integrity, impartiality, and respect for the academic community it serves.

In addition to investigations, H3C delivers high-impact training and compliance programs. These sessions strengthen institutional capacity, reinforce policy compliance, and promote fair, consistent practices across faculty, staff, and student matters. With expertise spanning education, government, and private sectors, H3C offers GMU the dual advantage of technical accuracy and relational awareness, ensuring each engagement is conducted with integrity, neutrality, and respect for the academic community.

B. 3. a. Background and brief history of your company, including number of years of experience providing these services.

H3C is a boutique human capital consulting firm specializing in transforming workplaces and behaviors through high-quality human capital management and compliance services. Founded in 2016 by former senior HR executives Charlene Fitzpatrick and Sheree Knowles, H3C draws on more than 30 years of combined executive-level experience leading complex investigations, organizational development initiatives, and workforce transformation projects.

Over the past nine years, H3C has become a trusted partner to government agencies, higher education institutions, nonprofits, and private-sector organizations across the United States. Our services encompass HR investigations, civil rights compliance, workplace culture assessments, training and development, and organizational effectiveness initiatives, each delivered through evidence-based methodologies and a trauma-informed, impartial approach.

H3C operates as a project-based consortium, engaging a network of credential investigators, compliance officers, and HR professionals. This structure allows us to provide comprehensive, high-quality services that build trust, reduce risk, and strengthen organizational integrity for every client we serve.

B. 3. b. Names, qualifications and experience of key personnel to be assigned to work with George Mason.

H3C is a cohesive team with a proven record of success in delivering high-quality, impartial investigative and training services that address the complex civil rights and compliance needs of our clients. Our core team is prepared to mobilize immediately upon award notification and contract execution, ensuring a smooth, timely transition into active casework and support for the OACC.

The professionals assigned to support GMU bring extensive experience conducting third-party investigations under Title VI, Title VII, Title IX, ADA, and related civil rights and employment regulations. Each member has served in senior human resources, compliance, or legal advisory roles. Collectively, they possess expertise in managing sensitive workplace and student matters, collaborating with general counsel and external legal advisors, and applying trauma-informed, neutral, and policy-aligned investigative practices.

In addition to investigative excellence, our team offers deep training and facilitation expertise. This dual capability enables H3C to not only conduct investigations but also strengthen institutional capacity for compliance, prevention, and continuous improvement. In addition to the investigative team, H3C is supported by an experienced ancillary operations team that includes a project manager, project coordinator, professional writers and editors, executive assistant, and IT security specialist. This team ensures seamless coordination, timely deliverables, quality assurance, and secure document handling in full alignment with George Mason University's data security and confidentiality standards.

To demonstrate the depth of our qualifications and the caliber of professionals dedicated to this engagement, H3C has included functional résumés for the investigators and subject-matter experts we anticipate assigning to support GMU. Each professional exemplifies H3C's standards of professionalism, responsiveness, impartiality, and quality in every engagement. The accompanying chart lists their names, and functional roles.

Team Member Name	Role
Charlene Fitzpatrick	Executive Consultant, Senior Investigator, Hearing Officer, and Primary Point of Contact (POC)
Sheree Knowles	Executive Consultant, Senior Project Manager, Senior Investigator, and Secondary POC
Ardie Harrison	Lead and Senior Investigator, & Consultant
Ama Agyapong	Senior Investigator, & Consultant
Jen Torres	Senior Consultant and Hearing Officer
Dr. Deidrick Graham	Senior Consultant and Hearing Officer
Stephanie Roberts	Senior Consultant and Investigator

H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY



SUMMARY OF QUALIFICATIONS

A seasoned executive entrepreneur with over three decades of experience transforming workplace cultures, optimizing business operations, strengthening leadership, and ensuring human resources compliance. Extensive expertise in conducting third-party investigations, providing strategic planning and organizational design for team effectiveness. Master facilitator with extensive experience, fostering ethical and legally compliant workplaces. As a visionary consulting business partner, she is committed to delivering cost-effective, customer-focused HR solutions that drive impactful, measurable results.

Known for her ability to identify and maximize the strengths of individuals and teams, fostering collaboration and aligning talent with organizational goals. Her combination of strategic foresight, hands-on expertise, and unwavering optimism positions her as a trusted advisor for organizations seeking to elevate their workforce and operational success.

EDUCATION

Franklin University

Bachelor of Science – Human Resources

Board Service

SHRM Atlanta Consultants Forum
 Georgia High Schools Business Education Forums

Women in Golf Foundation, Inc.
 The Buckhead Business Association

LINKEDIN PROFILE

[linkedin.com/in/charlene-fitzpatrick-02917812](https://www.linkedin.com/in/charlene-fitzpatrick-02917812)

CHARLENE FITZPATRICK

Executive Consultant

Executive Leader

- Develop and implement high quality business development strategies and plans.
- Create the infrastructure, including the talent and team to provide superior customer service.
- Executive-level consultancy for clients
- Organizational assessments and re-design, including DEIA, process, and impact assessments.
- Custom curriculum architecture design and development
- Design developed and implemented T3 programs (teaching trainers how to conduct training).
- Assist and coach executive leaders on having challenging conversations.

Senior Investigator

- Conducted impartial third-party workplace investigations involving allegations of misconduct, discrimination, harassment, retaliation, and policy violations.
- Delivered HR investigative consulting services to support internal accountability and legal compliance.
- Developed and implemented investigation protocols, documentation templates, and interview guides tailored to client needs.
- Designed and facilitated investigation-specific training curricula for HR teams, managers, and compliance professionals.
- Performed comprehensive HR assessments to identify risk areas and recommend process improvements aligned with investigative findings.
- Led executive briefings and strategic sessions to present investigation outcomes and support leadership decision-making.
- Facilitated post-investigation interventions, including conflict resolution plans, coaching, and organizational change strategies.
- Delivered anti-harassment and anti-discrimination training with a focus on prevention, reporting responsibilities, and response protocols.
- Supported team building and leadership retreats that addressed workplace culture issues uncovered during investigations.
- Engaged in speaking engagements and seminars to share best practices in conducting legally sound and respectful HR investigations.

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- Equal Employment Opportunity Commission Certified Investigator
- Master Facilitator & Public Speaker
- Certified Civil Treatment Facilitator
- *Contributor Chapter 8 Employment Law for Business* (Bennet-Alexander, Dawn). McGraw-Hill, 2023



H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY



SUMMARY OF QUALIFICATIONS

Successful HR Executive, Project Manager, and Entrepreneur with over three decades of human capital, HR investigation, culture, teambuilding, HR, talent management, and learning & development (L&D) experience in markets with national and global geographic footprints. Expertise in aligning critical human resources and administration practices with a company's culture, strategic and operational goals.

Highly regarded dynamic and sought after keynote speaker, instructor and facilitator. Demonstrated success in many industry sectors with clients in various stages of their business cycle – from start-ups to well established workforces both in the government, nonprofit and private sectors.

EDUCATION

University of Dayton

Bachelor of Arts – Psychology

Goldman Sachs

GS10KSB

Board Service

Strand Theatre Advisory Board
 LiveSafe Resources Board of Trustees
 University of Dayton School of Business
 Advisory Council

LINKEDIN PROFILE

[linkedin.com/in/shereeknowles](https://www.linkedin.com/in/shereeknowles)

SHEREE KNOWLES

Executive Consultant

Workplace Investigations

- Served as interim Leader while building out the investigation process for the departments of multiple organizations.
- Civil treatment, and labor relations training for employees for a national logistics organization.
- Labor relations training for multiple clients.
- Conducted HR investigations for multiple clients on harassment, employee misconduct, FMLA Interference
- Designed a custom Cultural Proficiency learning pathway for leaders and staff.
- Conducted focus groups and equity studies for multiple organizations.

Executive Consultant

- Design, developed and facilitated T3 programs
- Co-created an HR department strategic plan success metrics.
- Developed vision and culture statement.
- Created and facilitated accessible courses for leaders and staff regarding investigation process and protocols.
- Served as a strategic culture advisor and thought partner.

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- MUMA Diversity Professional Certification
- Certified Emotional Intelligence Coach (EQi-2.0)
- Certified Civil Treatment Facilitator
- Certified Project Manager
- DiSC Administrator
- Myers-Briggs Type Indicator (MBTI)
- Certified EEOC Investigator
- Certified Master Facilitator

H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY



SUMMARY OF QUALIFICATIONS

Energetic, vision-driven senior HR professional with over 25 years of experience conducting complex and sensitive workplace investigations, including matters involving whistleblower complaints, FMLA interference, employee misconduct, harassment, and discrimination. Proven success creating value through human capital strategies that drive optimal performance, ensure compliance, and refine organizational processes.

A trusted HR advisor known for building trust and engagement across all organizational levels. Maintains a strong focus on client needs and operational results by identifying critical HR challenges and delivering tailored, legally compliant solutions.

Adept at developing strong professional relationships through attention to detail and deep subject matter expertise. Brings extensive, diverse practical experience, coupled with exceptional consulting, facilitation, training, leadership development, and coaching skills..

EDUCATION

Ashford University
 Master of Business Administration

Northwood University
 Bachelor of Business Administration

LINKEDIN PROFILE

[linkedin.com/in/ardieharrison](https://www.linkedin.com/in/ardieharrison)

ARDIE HARRISON
 Senior Investigator

CONSULTING EXPERIENCE

HR Investigations

- Led complex, high-stakes workplace investigations involving allegations of discrimination, harassment, retaliation, misconduct, and FMLA interference.
- Conducted investigative interviews with complainants, respondents, and witnesses using trauma-informed and legally sound practices.
- Reviewed and analyzed organizational policies, procedures, personnel records, and demographic data to assess potential patterns of concern.
- Developed comprehensive investigation plans, including interview protocols, document request lists, and confidentiality safeguards.
- Authored detailed investigative reports with factual findings, credibility assessments, and policy violation determinations for leadership review.
- Presented investigation outcomes to executive leadership, legal counsel, and HR teams, providing strategic recommendations for corrective action.
- Advised clients on post-investigation actions, including cultural assessments, conflict resolution plans, and leadership coaching.

Executive Coaching

- Provided executive level coaching on leadership and DEI development plans.
- Facilitated hard conversations between individual leaders and groups.

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- Certified Facilitator for Civil Treatment Program
- Certified Professional Coach (iPEC)
- Certified Energy Leadership Index Master Practitioner
- Certified DiSC Facilitator and Administrator

H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY



SUMMARY OF QUALIFICATIONS

Ama is a talented senior-level consultant with 15 years of progressive leadership experience in strategic planning, program development, employee engagement, workplace investigations, and culture change management. She has led and conducted impartial investigations into employee complaints involving harassment, discrimination, and misconduct—ensuring compliance with organizational policies and employment law. Ama has also implemented functional diversity and inclusion strategies in partnership with key stakeholders, with a focus on representation, retention, and engagement. She brings a collaborative and solutions-focused approach to her work with global and domestic Fortune 500 companies, mid-size businesses, non-profits, and universities.

EDUCATION

Nova Southeastern University
 Master of Business Administration - Global Management

Tuskegee University
 Bachelor of Science - Finance

LINKEDIN PROFILE

[linkedin.com/in/ama-agyapong](https://www.linkedin.com/in/ama-agyapong)

AMA AGYAPONG

Senior Investigator

CONSULTING EXPERIENCE

HR Assessment and investigations

- Conducted a comprehensive HR assessment to identify systemic risks, cultural concerns, and areas of potential non-compliance.
- Designed and deployed confidential employee climate surveys to gather perceptions related to workplace fairness, inclusivity, and potential policy violations.
- Facilitated structured employee focus groups to explore allegations, recurring concerns, and patterns of organizational behavior.
- Analyzed HR policies, procedures, and demographic data to identify potential disparities or gaps impacting equity, accountability, and legal compliance.
- Conducted targeted policy and documentation reviews aligned with investigative best practices and EEO standards.
- Authored detailed assessment reports outlining findings, observations, and areas of concern; presented results separately to staff and executive leadership to maintain confidentiality and candor.
- Provided legally sound, inclusive job description templates to address findings related to potential bias or structural barriers.
- Delivered cultural sensitivity and bias-awareness training to address identified trends from the investigative findings and reinforce a respectful work environment.
- Executive-level consulting offered to support implementation of corrective actions, compliance strategies, and leadership accountability based on assessment results.

Culture Change = Retention

Retail Client

- Focus groups and actions planning.
- Team collaborations and accountability at all levels.
- Leadership coaching and employee referral program.
- Strategic recruitment strategy.
- Improved annual employee surveys and HR trust score.
- Improved store turnover by 15% and retained 80% of employees during store closing.

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- Certified EEOC Federal Investigator, Equal Employment Opportunity Commission
- Certified Civil Treatment Master Facilitator, Employment Learning Innovations
- DEI in the Workplace Certificate
- Leadership Coach

H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY



SUMMARY OF CREDENTIALS

Seasoned bilingual educator with 20 years of experience advancing Cultural initiatives across nonprofits, school systems, and corporate sectors. She is skilled in reshaping work cultures, hiring practices, and policies to promote inclusivity.

Expertise spans designing and facilitating transformative Culture training, leading equity audits, and developing strategies to dismantle systemic inequities. Designs curriculum, interprets, and presents in both English and Spanish, ensuring that work product is accessible and impactful for diverse audiences.

EDUCATION

University of Colorado at Boulder
 Master of Arts: Educational Equity & Cultural Diversity

LINKEDIN PROFILE

[linkedin.com/in/jen-m-torres-166004116](https://www.linkedin.com/in/jen-m-torres-166004116)

JEN TORRES

Senior Consultant & Hearing Officer

CONSULTING EXPERIENCE

Senior Consultant/ Investigator

- Designed and implemented Culture programming across various organizations including education, tech, corporation, nonprofits and small businesses.
- Served as subject matter expert for Culture initiatives.
- Skills in executing various programs such as employee resource groups and supporting HR teams through talent pipelines.
- Coached partners through an original transformative conflict experience including co-designing new conflict patterns.
- Provide Bi-lingual training and facilitation expertise for various DEIA programs.
- Serve as executive consultant to K -12 districts, universities corporate and nonprofits nationally climate improvement, cultural responsiveness and instructional strategy
- Lead University's restorative practice and culture building initiatives across multiple departments and divisions.
- Design & facilitate University training and feedback cycles that center inclusive leadership, trauma informed engagement and school wide relational practices

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- Certificate in Advanced Leadership (CAEL), Harvard University
- ESL Endorsed K-12 Music Education Teaching License, University of Colorado at Boulder
- International Institution for Restorative Practices & Aperia Institute

H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY



SUMMARY OF CREDENTIALS

Seasoned DEB educator with 20 years of DEI and Organizational Development experience. He is also a Master Trainer, Facilitator and Mediator, making him highly qualified in the resolution of complaints, appeals, and internal grievance processes for employee/employer issues. He has a wealth of experience in resolving issues between diverse parties through various types of intervention and communication processes. He has also designed and taught numerous courses and workshops on communication, conflict engagement skills, JEDI, and accountability at multiple universities and corporate and non-profit organizations. He is a Certified Trainer, Lecturer, and Coach. His specialties include Interculture/Interpersonal Communications, Group Facilitation, Conflict Transformation, Procedural/Restorative Justice, Training, and Coaching.

EDUCATION

Capella University

Doctor of Philosophy – Education

University of Oklahoma

Master of Human Relations – Mediation and Negotiation

University of Alabama

Bachelor of Arts – Speech Communications

LINKEDIN PROFILE

[linkedin.com/in/dagraham](https://www.linkedin.com/in/dagraham)

DR. DIEDRICK (D.A.) GRAHAM

Senior Consultant & Hearing Officer

CONSULTING EXPERIENCE

HR Director and Title IX Coordinator

- Shaped and implement organization-wide strategies, ensuring alignment with the organization's mission, vision and values.
- Champion initiatives that foster a positive, inclusive, and high-performance culture.
- Led and measured culture and inclusion efforts.
- Provide leaders with tools and resources to effectively drive change and maintain a resilient workforce.
- Establish and monitor key indicators related to culture and strategy to assess initiative impact.
- Planned and implemented university-wide efforts to improve campus climate and resources.
- Monitored unit's culture plans according to a universal set of metrics to document progress and contribute to expectations.
- Established a foundational training framework for faculty and staff.
- Provided overall direction and offered confidential, informal, impartial, and independent conflict management and consultation services.
- Acted as employee support in assisting employees in resolving conflicts and workplace issues.
- Partnered with leaders to support organizational strategy and objectives understanding of the operating environment to deliver appropriate solutions for employee and labor relations.

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- National Association of Diversity Officers in Higher Education (NADOHE)
- International Ombudsman Association (IOA)
- Association of Conflict Resolution
- American Society for Training and Development
- Society of Human Resources Management (SHRM)

H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGE MASON UNIVERSITY



SUMMARY OF QUALIFICATIONS

Human Resources Consultant with more than ten years of experience applying human capital best practices and strengthening workforce effectiveness across higher education, public sector, and Fortune 500 organizations. Recognized for employing trauma-informed, policy-aligned, and legally compliant approaches that advance institutional equity and accountability. Demonstrated ability to empower leaders, streamline HR operations, and implement positive organizational change that enhances employee engagement, compliance, and performance. A servant-leader who supports large and diverse employee populations while fostering learning environments that remove barriers and promote civility, inclusion, and continuous improvement.

EDUCATION

Troy University
MBA – International Business Management

Troy University
Master of Science – Human Resources Management

Troy University
Bachelor of Science – Business Administration

LINKEDIN PROFILE

linkedin.com/in/stephanierobertssphr

STEPHANIE ROBERTS

Senior Consultant & Investigator

CONSULTING EXPERIENCE

Workplace Compliance

- Conducts impartial investigations, audits, and assessments under Title VII, Title IX, ADA, and related civil rights frameworks, ensuring findings are neutral, evidence-based, and procedurally sound.
- Designs and facilitates compliance and workplace training for university administrators, investigators, and hearing officers on topics such as trauma-informed interviewing, equity in decision-making, and civility in the workplace.
- Partners with executive and legal teams to interpret regulatory guidance, strengthen policies, and align institutional practices with state and federal mandates.

Executive and Leadership Coaching

- Conducted bi-weekly training sessions with leaders on best practices.
- Coached organizational leaders through performance management initiatives, enhancing their ability to set clear expectations, deliver effective feedback, and drive team accountability and development.
- Partnered with management teams to provide resolutions for HR concerns, integrating proactive solutions—strengthening positivity, inclusivity, and productivity.

Curriculum Development and Training Facilitation

- Designed and delivered targeted training programs for 150 managers and 345 employees, resulting in improved performance and enhanced leadership capabilities.
- Devised comprehensive training programs to propel operational efficiency.
- Administered 20 team building and employee engagement programs—initiating a culture of excellence and accountability.

CERTIFICATIONS & PROFESSIONAL DEVELOPMENT

- Senior Professional in Human Resources (SPHR)
- Lean Six Sigma Green Belt

H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY



B. 3. 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.

Reference No. 1	
Organization Name:	Mike Hylton Subway Group
Address:	1819 N Elm St Ste G, Commerce, Georgia, 30529-2365, US.
Contact Name:	Joe Gailey, Attorney at Law
Phone Number:	770-934-5702
Email Address:	joe.gailey@hotmail.com
Duration:	Began in 2010. This is a current client and has been a client for over 15 years.
Services: Mike Hylton Subway Group is a consortium comprising approximately 35 Subway franchise locations across the State of Georgia. H3C is a strategic advisory partner that supports the organization, conducts comprehensive workplace investigations and prepares detailed findings reports. These reports are instrumental in helping leadership resolve internal concerns, mitigate risks, and proactively address Equal Employment Opportunity Commission (EEOC) charges and potential legal actions.	



Reference No. 2	
Organization Name:	DeKalb County Government Department of Human Resource
Address:	1300 Commerce Drive Decatur, GA 30030
Contact Name:	Janet Essix, JD, SPHR, SHRM-SCP, Employee Relations Manager
Phone Number:	470-580-6535
Email Address:	jessix@dekalbcountyga.gov
Duration:	November 2021 to January 2025
Services: H3C has partnered with DeKalb County on multiple initiatives, including the development of its Department of Justice, compliant Equal Employment Opportunity Plan (EEOP) in accordance with the Omnibus Crime Control and Safe Streets Act of 1968 and 28 CFR § 42.301–308. Our team provided end-to-end support, designing the plan, conducting organizational compliance assessments, and preparing a comprehensive results report to ensure adherence to DOJ requirements. We also delivered guidance and training for the County's Employee Relations Division to strengthen understanding of EEOP implementation, data reporting, and the DOJ Civil Rights Compliance Portal. This engagement reinforced DeKalb County's commitment to equity, transparency, and compliance across all federally funded programs.	



Reference No. 2	
Organization Name:	Satilla Advocacy Services
Address:	605 Church Street, Waycross, GA 31501
Contact Name:	Tess Aldridge, Executive Director
Phone Number:	912-550-1179
Email Address:	taldridge@satillaadvocacy.org
Duration:	Began in 2012. This is a current client and has been a client for over 13 years.
Services: H3C provides as-needed human resources consulting and compliance support to Satilla Advocacy Services, a multi-location nonprofit organization dedicated to serving victims of crime and supporting community well-being. Our engagement includes advising leadership on employee relations and workplace challenges, conducting fact-finding and internal investigations, and offering guidance on policy application and corrective-action strategies. H3C also assists with developing HR protocols, ensuring compliance with applicable employment laws and regulations, and strengthening the organization's overall culture of accountability and respect. Through this ongoing partnership, we help Satilla maintain consistency, equity, and professionalism across its multiple service sites.	



XII. B. 4. SPECIFIC PLAN (METHODOLOGY)

H3C's approach is built on a structured, collaborative process that ensures consistency, transparency, and measurable results. We apply our proven Five-Phase Client Engagement Model, to deliver investigative and training services that align with GMU's policies and federal and state compliance standards.

Throughout each phase, we leverage proprietary frameworks that drive effectiveness and sustainability, including our Learn-Do-Be™ Methodology for behavior change training, the T3 (Teaching Trainers to Train) Framework for building internal capacity, the How to Conduct a Thorough Workplace Investigation Framework to ensure procedural fairness and documentation integrity, and our Change Management and Mastermind Strategy Tools to support continuous improvement and stakeholder alignment.

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

The following outlines what, when, and how services will be performed using our five-phase model. Each phase includes defined tasks, milestones, and deliverables that promote transparency, accountability, and quality outcomes. While presented sequentially, phases may overlap to meet case demands, hearing officer and training support needs to ensure responsiveness to emergent issues.



Launch & Discovery

Upon notification of contract award, H3C will promptly initiate an internal project launch meeting to finalize our implementation plan, assign responsibilities, and configure GMU as a client within our secure project management system. This ensures immediate readiness for service delivery and alignment with the university's operational and compliance expectations.

Following completion of all contract administration requirements, H3C is ready to schedule a formal kickoff meeting within five (5) business days. This meeting will include GMU's key stakeholders, designated POCs, and H3C's Project Lead. This collaborative session will:

- Confirm the overall scope of services, reporting structure, expectations, and deliverables.
- Establish communication protocols, meeting cadence, and escalation procedures.
- Finalize the intake and submission process for investigative service requests.
- Define case turnaround timelines, confidentiality safeguards, and documentation requirements.
- Confirm report formatting, submission protocols, and coordination points for investigation results.
- Discuss the comprehensive communication and coordination plan to ensure transparency, accountability, and proactive updates throughout the life of the contract.

During the Discovery Phase, H3C conducts preliminary research to gain a comprehensive understanding of GMU's organizational structure, culture, and operational framework. This includes a thorough review and alignment with all applicable university policies and procedures, and the Student Code of Conduct. This foundational step ensures our investigative team is fully oriented to GMU's expectations and compliance environment, enabling H3C to conduct investigations that are both procedurally sound and contextually aligned with the university's standards.

Design & Customize

Following the Launch & Discovery phase, H3C will tailor the investigative and training infrastructure to reflect GMU's policies, branding, and procedural requirements. This phase integrates a high-level current-state assessment to understand GMU's investigative environment, training landscape, and stakeholder expectations. Findings from this assessment inform the design of consistent, compliant, and secure systems that support impartial, timely, and defensible investigations and training.

Document and Template Customization

H3C will adapt and format a full suite of investigation and training-related documents to align with GMU's standards, language, and internal workflows. Each document will be designed for clarity, procedural consistency, and seamless integration with GMU's existing systems. These may include:

- Request for Investigation Form
- Investigation Authorization Letter
- Standardized investigative memoranda and correspondence templates
- Interview guides, consent forms, and evidence documentation checklists
- Report of Investigation framework
- Training outlines, facilitator guides, and evaluation templates

Protocol Development

To ensure uniformity and compliance, H3C will co-develop a Standard Investigative Protocol and related operating procedures in collaboration with GMU's designated representatives. These protocols ensure every investigation and training activity aligns with legal, ethical, and institutional standards while preserving procedural fairness. The framework will include:

- Case intake and triage procedures
- Conflict of interest and bias screening checklist
- Interview documentation and evidence management standards
- File naming conventions and record retention procedures
- Secure case-tracking and quality assurance processes
- Training approval, scheduling, and reporting procedures

Secure Systems and Data Management Setup

All investigative records, communications, and training materials will be managed using encrypted, access-controlled platforms that meet or exceed University and FERPA data security requirements. Through this design and customization process, H3C ensures every element, from case intake, to report of findings, to training delivery, reflects GMU's commitment to fairness, transparency, and compliance. This includes:

- Password-protected repositories and encrypted file-sharing systems
- Evidence tracking logs with audit trails and role-based permissions
- Configuration of secure case-management tools compatible with GMU's IT environment
- Orientation for investigators and trainers on data handling, case tracking, and university system integration

Implement

The implementation phase represents the execution of the investigative, hearing and training process once a matter is referred to H3C by GMU POC's. All investigations are conducted in accordance with applicable federal and state laws, GMU policies and procedures. Our approach balances legal precision, procedural fairness, and human sensitivity, ensuring services are timely, impartial, and minimally disruptive to the academic or workplace environment.

Case Initiation: Upon receipt of a NOI or assignment, H3C will:

- **Consult with the University's POC:** A senior investigator will confirm the need for investigation, define the scope, expected timelines, and any interim actions required to preserve safety or integrity.
- **Conduct a conflict-of-interest review:** A conflict check will be completed immediately upon case notification. If any potential conflict is identified, it will be disclosed to OACC within 24 hours for reassignment.
- **Receive formal authorization:** A written authorization from GMU POC will serve as the formal trigger to initiate the case, assign an internal case number, and develop the investigative plan.

Pre-Investigation Planning: This stage establishes the foundation for a credible, defensible, and efficient investigation. The assigned investigator will:

- Review the allegations(s), applicable university policies, Student Code of Conduct, and available documentation.
- Request and analyze supporting materials such as personnel or student records, complaint forms, prior discipline, email correspondence, and other relevant evidence.
- Identify key parties, including complainant(s), respondent(s), and witnesses.
- Coordinate interview logistics in a neutral and confidential setting, either virtual, on or off-site.
- Develop a written Investigative Plan (IP) within three (3) calendar days of assignment, outlining scope, methodology, and timeline.

Three standard investigative memos will be maintained throughout the process:

1. Initial Contact Memo – Records the date of initial contact with all parties and witnesses.
2. Document Request Memo – Tracks when evidence was requested, received, or outstanding.
3. Interview Memo – Summarizes a timeline of all interviews and follow-up communications.

Interview & Fact-Finding: Each investigation employs a structured, trauma-informed, and policy-aligned interview and evidence-collection process. H3C will:

- Develop customized interview guides reflecting the specific allegations and applicable policies.
- Conduct interviews in person or virtually, maintaining neutrality, professionalism, and confidentiality.
- Remind all participants of their rights, the voluntary nature of participation, and limits of confidentiality.
- Use the “5 W’s and H” method (Who, What, When, Where, Why, How) to elicit complete and consistent information.
- Document interviews via contemporaneous notes or recordings (if permitted), and provide summaries for review and signature when appropriate.
- When applicable, obtain signed affidavits when testimonial evidence must be formally documented.

Investigative Execution: During this stage, H3C manages evidence collection, analysis, and ongoing communication with OACC to ensure transparency and procedural compliance. Activities include:

- Collecting and evaluating documentary, testimonials, and physical evidence.
- Assessing credibility, consistency, and corroboration of all sources.
- Maintaining timestamped documentation and chain-of-custody for all evidence.
- Notifying OACC promptly if additional allegations arise or the scope of investigation changes.
- Conducting supplemental interviews or follow-up fact-finding as warranted.
- Safeguarding all data through encrypted communications, password-protected systems, and FERPA-compliant storage.

Report Preparation & Case Closure Upon completion of fact-finding, the investigator will prepare a comprehensive ROI in accordance with the university's established format and procedures. The report will include:

- Executive summary of the case and investigation scope.
- Description of the allegations and applicable university policies.
- Chronological summary of investigative steps taken.
- Factual findings supported by evidence and logical reasoning.
- Analysis and conclusions based on the preponderance of evidence standard.
- Recommended findings (where applicable under Policy 1025) or a neutral presentation of facts (for student-related cases).

All reports will be:

- Accurate, objective, and complete.
- Clearly organized and written in a manner accessible to reviewers.
- Cited with specific policy titles, sections, and effective dates.

The complete report and investigative case file will be submitted electronically to OACC within the agreed-upon timeline following the final interview. H3C remains available for post-report review, clarification, or testimony as needed.

Invoicing: H3C will provide transparent, itemized billing consistent with the agreed contract terms aligned with the sample invoice format provided as Attachment C.

Monitor & Evaluate

H3C's Project Management Office (PMO) provides continuous oversight, quality assurance, and performance evaluation across every engagement with GMU. This phase ensures that investigative and training services are delivered with consistency, timeliness, and integrity while aligning with OACC expectations, University policies, and all applicable laws and regulations.

Our monitoring and evaluation framework rooted in PMBOK-aligned project management and agile methodology, enables transparent progress tracking, proactive risk management, and responsive communication. This ensures all activities remain compliant with GMU standards and adaptable to real-time feedback from the OACC Contract Administrator or designee. Key monitoring and evaluation practices:

- **Progress Tracking:** The PMO monitors all investigative and training milestones using a centralized case-management and project-tracking system. Routine progress summaries are shared with OACC to confirm adherence to approved timelines, deliverables, and communication protocols.
- **Quality Assurance (QA):** Each draft Report of Investigation (ROI) or training deliverable undergoes an internal review by a senior investigator or subject-matter expert to validate accuracy, completeness, neutrality, and alignment with GMU's policies, investigative standards, and reporting formats before submission.
- **Collaborative Feedback Loops:** Regular case and project check-ins with OACC foster open communication, clarify expectations, and allow timely refinements to investigative approaches or training schedules.
- **Risk Identification and Mitigation:** The PMO applies structured risk-management tools to identify and address potential issues, such as data integrity concerns, schedule delays, or documentation gaps, through proactive mitigation and escalation protocols.

- **Performance Evaluation and Continuous Improvement:** Upon case or project closure, or at defined quarterly intervals, H3C will meet with OACC to review key performance indicators (timeliness, completeness, compliance, and stakeholder satisfaction). Insights are documented as lessons learned to inform refinements in protocols, templates, and investigator training, reinforcing GMU's commitment to continuous improvement and procedural excellence.

Transition & Close

At the conclusion of each task order or investigation, H3C's Project Management Office (PMO) facilitates a structured transition and closeout process to ensure accountability, documentation integrity, and continuous improvement. This phase formally confirms that all contractual and procedural obligations have been met, that final deliverables meet GMU's standards, and that lessons learned are captured to enhance future engagements. Upon completion of all investigative or training activities, H3C will:

- **Submit Final Deliverables:** Securely transmit the Final Report of Investigation (ROI), evidentiary record, and all supporting documentation to GMU's OACC via encrypted, access-controlled systems that comply with FERPA and University data security requirements.
- **Post-Investigation Debrief:** Conduct a structured debrief meeting with OACC's Contract Administrator or designee to review key findings, clarify next steps (such as hearings or follow-up actions), and confirm satisfaction with deliverables and timelines.
- **Documentation and Archival:** Ensure all case materials are indexed, labeled, and archived in accordance with GMU's record retention and confidentiality protocols, confirming that access permissions are appropriately closed out.
- **Continuous Improvement Review:** Summarize insights, trends, and lessons learned from the engagement to inform updates to H3C's tools, templates, and processes reinforcing GMU's ongoing commitment to fairness, compliance, and institutional learning.

B. 4. b. Your approach to providing the services described herein including the following: Demonstrated knowledge of Title IX and/or Title VI and VIII (and other applicable) regulations including Virginia law. Demonstrated knowledge of trauma informed interview techniques. Demonstrated ability to provide a fair, unbiased, and neutral findings. Demonstrated ability to assess data (including reports, documents, images, witnesses, etc.) for relevancy and credibility. Demonstrated training or consulting work that have been provided by the vendor to higher education institutions and/or professionals relevant to sexual misconduct practices.

H3C's approach to investigative and training services is grounded in proven practice, regulatory expertise, and demonstrated success across higher education and government settings. We believe the best demonstration of capability is the record of having successfully done this work objectively, confidentially, and in full compliance with governing law and institutional policy. The following outlines how we approach each area of performance that GMU has identified, followed by brief examples that illustrate this approach in action.

- **Knowledge of Title IX, Title VI, Title VII, and Related Regulations.** H3C investigators possess extensive experience interpreting and applying federal and Virginia civil-rights laws, including Title IX of the Education Amendments of 1972, Titles VI and VII of the Civil Rights Act, the ADA, and the Virginia Human Rights Act. Each investigator completes continuing legal-update training annually and maintains working familiarity with University-specific policies and the 2024 Title IX Final Rule. Our process translates those legal frameworks into clear, defensible investigative steps—ensuring findings align with both statutory requirements and George Mason policies.

- **Trauma-Informed Interview Techniques.** All H3C investigators are trained in trauma-informed and culturally responsive interviewing, with emphasis on the neurobiology of trauma, memory fragmentation, and sensitivity to marginalized identities. We employ non-leading, open-ended questioning and create interview settings that promote safety and accurate recall while maintaining neutrality. This approach yields higher-quality information and supports the credibility of each case record.
- **Fair, Unbiased, and Neutral Findings.** Every investigation begins with a conflict-of-interest and impartiality certification. Our investigators operate independently, apply the preponderance-of-evidence standard, and document every material fact to avoid inference or assumption. A peer-review process by a senior investigator ensures tone neutrality and legal defensibility before reports are finalized. This structured review has repeatedly earned client commendations for clarity, professionalism, and balance.
- **Assessment of Data for Relevance and Credibility.** H3C employs a four-part evidence-analysis framework—authenticity, relevance, consistency, and corroboration to evaluate testimony, documents, digital records, and physical evidence. We integrate policy mapping, timeline analysis, and cross-reference matrices to ensure findings are grounded solely in verifiable facts. This disciplined method enables investigators to distinguish critical evidence from peripheral information and produce reports that withstand internal and external review.
- **Training and Consulting Experience in Higher Education.** Beyond investigations, H3C provides training and consulting to universities and public agencies on Title IX compliance, workplace investigations, and hearing-officer development. Our facilitators blend policy expertise with adult-learning design to strengthen institutional capacity for fair and consistent application of the law. These engagements reinforce our understanding of the higher-education environment and the expectations of university stakeholders.

EXAMPLES OF DEMONSTRATED EXPERIENCE

Building on this foundation, each engagement reinforces our reputation for delivering timely and defensible investigations and policy-aligned findings, in addition to our knowledge and expertise in civil rights, employment regulations, writing policy, and conducting training. We recently awarded a contract to conduct as needed Human Resources Investigations for El Paso County, Texas (*Attachment D.*) The following examples represent just a few of the many investigations and compliance engagements that demonstrate our proven capability and commitment to excellence

Stanford University: H3C was awarded a 12-month (extended to 18-month) engagement to design, develop, and implement a comprehensive cultural-change and change-management strategy across three community-engaged business units. The work began with a qualitative and quantitative cultural assessment that included employee surveys, focus groups, and leadership interviews to evaluate organizational climate, communication, and policy alignment. H3C conducted an audit of HR processes and practices and provided guidance on policy adjustments to strengthen employee-relations management and ensure organizational readiness before formal investigative processes began. The results were summarized in a detailed Report of Findings and Recommendations and an Executive Summary, followed by the formation of action-planning committees to guide implementation.

To support long-term impact, H3C developed a Sustainability Guide to help internal stakeholders embed the new practices and sustain progress, designed and facilitated a multi-track Change Management Series for leaders, HR professionals, and staff, and created a Peer-to-Peer Coaching

Program that trained internal coaches through our T3 (Train-the-Trainer) model. Throughout the engagement, H3C provided executive coaching and presented monthly updates to executives and program sponsors to share progress, reinforce accountability, and adjust strategies as needed. This initiative produced measurable improvements in trust, communication, and employee engagement while building the internal capacity to sustain cultural and operational excellence.

DeKalb County School District (DCSD): H3C conducted a comprehensive Human Resources assessment for one of the largest school districts in Georgia, evaluating the full HR function—including employee relations, internal investigations, and compliance with federal, state, and local regulations. The review identified opportunities to strengthen policies, procedures, and reporting protocols while assessing organizational structure, staffing, and accountability measures. Our recommendations were incorporated into the district’s overall strategic plan, aligning HR operations with broader organizational goals for efficiency, transparency, and equity.

As part of Phase Two, H3C customized and facilitated targeted training for HR leaders, principals, and managers to reinforce the strategy changes and embed consistent, compliant practices across all departments. These sessions focused on effective employee relations, investigation protocols, and policy application to ensure sustained improvement and accountability. The engagement resulted in a more cohesive HR structure, improved compliance and reporting accuracy, and increased confidence in the district’s ability to manage complex personnel matters with fairness and consistency.

United States Veterans Administration: H3C conducted Equal Employment Opportunity (EEO) investigations for the U.S. Department of Veterans Affairs in accordance with 29 CFR Part 1614 and EEO-MD-110. Investigations addressed allegations falling under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), the Equal Pay Act of 1963 (EPA), and the Rehabilitation Act of 1973 (Sections 501 and 505), as amended by the Americans with Disabilities Act (ADA). Serving as a neutral third-party, H3C interviewed witnesses, collected and analyzed evidence and prepared Reports of Investigation (ROI) to ensure accuracy, procedural integrity, and compliance with all applicable federal EEO standards.

Center for Disease Control and Prevention (CDC): From 2016 and through 2024, H3C partnered with multiple Centers and Offices across the CDC, including the Human Resources Office (HRO), the Office of Equal Employment Opportunity (OEEO), the Office of the Chief Operating Officer (OCOO), NIOSH, and CDC University, to strengthen workplace culture, compliance, and leadership capability. H3C authored the Standard Operating Procedures (SOPs) for administrative management inquiries and EEO investigations, creating a consistent framework for fact-finding, documentation, and resolution across all CDC divisions. Building on this foundation, H3C designed and facilitated multiple training programs for leaders, investigators, and HR professionals, covering topics such as conducting effective workplace investigations, fostering civility, managing change, and building inclusive, high-performing teams. These programs were customized for each Center’s operational context and delivered through a blend of workshops, simulations, and peer-learning sessions.

New York State Department of Transportation (NYSDOT): H3C served as a multi-year subcontractor to design, develop, and facilitate the agency’s Civil Rights training program for recipients, sub-recipients, contractors, and staff receiving USDOT (FTA, FHWA, FAA, FRA) and State (NYS/ESD) funding. In compliance with Title VI of the Civil Rights Act, Title VII, ADA and its amendments, and related federal and state EEO requirements, H3C evaluated existing programs, developed comprehensive training curriculum, and conducted live and recorded

sessions covering Title VI, EEO, ADA Transition Plans, and M/W/DBE compliance. We also utilized our proprietary T3 program and delivered train-the-trainer instruction, created materials to support accurate recording and documentation of training, and participated in live sessions to address participant questions and ensure clarity in implementation.

National Training Leader: H3C has developed and facilitated many compliance related programs including a four-day, certificate-based training program titled *“How to Conduct a Thorough Investigation,”* which was delivered to HR and investigative professionals across the United States for six years including government and higher education participants.

Scalable Investigation Experience: Our firm has conducted third-party HR and EEO investigations for organizations with 50 to over 100,000 employees and student populations. We have experience engaging at all organizational levels, from students, staff, faculty, frontline employees to department heads, senior leadership, and elected officials.

Broad Investigative Scope: We are well-versed in handling isolated and complex, multi-faceted investigations. Our experience includes managing concurrent investigations involving allegations such as but not limited to:

Discrimination (including disparate treatment and disparate impact)	Equal pay disputes
Harassment and hostile work environment	Wrongful termination
Retaliation	Workplace and student misconduct
FMLA interference	Mixed-motive claims
ADA as Amended, Reasonable accommodation	Sexual orientation and gender identity
The triangle of FMLA, ADA, & Workers Comp	Whistleblower claims

Diverse Industry Experience: In addition to the examples listed above We have successfully conducted investigations across a wide spectrum of sectors, including:

Non-Profits	Logistics
Manufacturing	Environmental Services
Technology	National Media
Food and Beverage	Health Care
Sexual Assault Centers	Hospitality and Tourism

B. 4. c. Your methodology for objective case review and methods for conducting comprehensive investigations.

H3C conducts each investigation with impartiality and precision. We begin by reviewing the complaint, identifying relevant university policies (such as Policy 1025 and 1026), and developing an investigative plan that defines scope, witnesses, evidence sources, and key issues. Each step is documented to ensure the record supports clear reasoning and withstands internal or external review. Objectivity is reinforced through conflict-of-interest checks and the assignment of investigators who have no prior involvement with the parties or subject matter. Our investigators:

- Review and analyze all relevant documents, records, and communications.
- Conduct structured interviews with complainants, respondents, and witnesses using neutral, fact-based questioning.
- Evaluate testimonial, documentary, and electronic evidence to identify corroboration or inconsistencies.
- Apply the preponderance-of-the-evidence standard to determine factual findings.

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

All investigations are conducted with professionalism, discretion, and empathy for those involved. H3C adheres to trauma-informed and equity-based interviewing techniques to reduce stress and maintain dignity throughout the process. Interviews are conducted in private settings, virtually or off-site when appropriate, to ensure confidentiality and minimize disruption to the academic or workplace environment. Our investigators are trained to:

- Maintain a calm, respectful, and neutral tone at all times.
- Clearly explain each participant's rights and obligations, including the right not to participate.
- Provide timely responses and courteous communication.
- Avoid the appearance of advocacy for any party while demonstrating compassion and procedural fairness.

B. 4. e. Communication plan with the department.

From project launch, H3C establishes a formal communication plan with the OACC to define points of contact, cadence, and escalation procedures. We align with the office's internal protocols for receiving Notices of Investigation (NOI) and provide consistent updates throughout the lifecycle of each case. All communications are documented through secure, auditable channels to maintain transparency while protecting confidentiality. Our communication framework includes:

- Initial coordination meeting to confirm scope, timeline, and deliverables.
- Status updates following major milestones (intake completion, interview phase, draft report submission).
- Immediate notifications to OACC if new allegations emerge or timelines must be adjusted for good cause.
- Post-investigation debriefs to ensure continuity and capture lessons learned.

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

Confidentiality is foundational to H3C's investigative practice. We operate under a strict need-to-know protocol, ensuring that case information is accessible only to authorized individuals. All investigative materials remain the property of GMU and are transmitted electronically via secure channels at the conclusion of each case. Our confidentiality safeguards include:

- Secure, encrypted document-management systems and password-protected repositories.
- Role-based access controls and audit trails that track file activity.
- Confidential file-naming conventions and retention policies compliant with GMU's data-security and FERPA/Title IX standards.
- Discreet handling of all communications and records, with no sharing outside the defined investigative team.

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

Upon assignment, H3C collaborates closely with OACC staff to confirm the nature of the allegations, applicable university policies, and the expectations for the investigation's scope and timeline. This collaborative planning phase ensures each investigation aligns fully with GMU's procedures and that OACC maintains oversight and situational awareness throughout the process. The process includes:

- Reviewing initial documentation and notices from OACC.
- Conducting a conflict-of-interest review within 24 hours of task assignment.
- Drafting a case-specific Investigative Plan within three (3) calendar days, outlining evidence sources, witness lists, interview sequence, and anticipated deliverables.
- Submitting the plan for OACC review and approval before fieldwork begins.

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

Beyond the structured methodologies and frameworks outlined in this proposal, H3C employs additional practices that ensure consistent quality, responsiveness, and alignment with George Mason University's expectations:

- **Integrated Project Management Oversight:** Each engagement is managed through H3C's centralized PMO, which oversees scope, schedule, and quality control using PMBOK-aligned tools. This ensures timely completion, documentation integrity, and transparent communication with the OACC.
- **Collaborative Communication Protocols:** H3C maintains clear communication channels through secure, documented correspondence and standing check-ins. All case activity is logged to ensure visibility, confidentiality, and accountability across investigators, hearing officers, and OACC representatives.
- **Human-Centered, Trauma-Informed Practice:** Every engagement incorporates trauma-informed, culturally competent, and bias-aware approaches. This ensures that all participants—complainants, respondents, and witnesses—are treated with respect, fairness, and empathy throughout the process.
- **Rapid Response and Scalability:** H3C maintains a trained bench of investigators and hearing officers who can be mobilized within days of a task order. This structure allows GMU to address caseload surges or time-sensitive matters without compromising quality or compliance.
- **Continuous Improvement Loop:** Lessons learned from each case and quarterly performance reviews are analyzed by H3C's PMO to refine templates, update training, and strengthen alignment with evolving federal guidance and GMU policy updates.

Together, these methods reinforce H3C's commitment to delivering timely, neutral, and defensible outcomes while maintaining procedural fairness, transparency, and institutional compliance across all services.

XII. B. 5. PROPOSAL PRICING

At H3C, seasoned, impartial professionals with extensive expertise in employment law, higher education operations, and workplace compliance lead all investigative, hearing, and training engagements. H3C's team approaches each assignment with professionalism, discretion, and an unwavering commitment to fairness. Our services are delivered with rigor and timeliness, ensuring full alignment with applicable federal regulations, Virginia law, and George Mason University's policies and procedures.

H3C offers three comprehensive service categories for the University's consideration, (1) Investigation Services, (1) Hearing and Appeals Officer Services, and (3) Training Services. Each category is designed to provide flexibility, transparency, and measurable value while supporting the University's commitment to equity, compliance, and continuous improvement.

GMU will be billed for all pre-approved travel expenses associated with on-site investigative and hearing officer services. Travel reimbursement will follow GSA-approved per diem and mileage rates and will be billed at cost in accordance with University travel policies.

B. 5. a. Proposal Pricing

1. Investigation Services

All investigations include initial intake and planning, document and witness review, fact-finding interviews, a detailed and defensible final report of the investigation, and one post-investigation debriefing meeting with designated stakeholders. Each flat rate includes investigative labor, administrative support, project management, and standard deliverables.

Option A – Flat-Rate Pricing

Case Type	Description	Flat Rate Per Investigation
Standard Investigation	Up to five (5) interviews	\$4,500
Complex Investigation	Six (6) to ten (10) interviews	\$7,500
High-Complexity Investigation	Eleven (11) to twenty (20) interviews	\$10,500

Option B – Hourly Pricing

Investigation Support Service	Hourly Rate
Investigation support services from intake through post-investigation debrief	\$175.00
• Executive Consultant & Senior Investigator	175.00
• Senior Investigator	160.00
• Investigator	150.00

2. Hearing and Appeals Officer Services

H3C provides trained, neutral hearing and appeals officers who conduct impartial administrative hearings and reviews in accordance with Title IX, Title VI, Title VII, and related University policies. No minimum requirement applies. Each hearing engagement is scoped and authorized by OACC prior to commencement.

Service Type	Description	Hourly Rate
Hearing or Appeals Officer Services	Includes preparation, document review, hearing facilitation, decision-making, and completion of required post-hearing documentation.	\$125.00
Hearing Officer		\$125.00

3. Training Services

H3C provides interactive and compliance-aligned training sessions on topics related to all federal, state, labor and employment and GMU policy and procedure compliance. Training courses are customized in collaboration with OACC and delivered either virtually or on-site.

Training Type	Duration	ViLT/ Rate	In-Person Rate	Participant Limit
Standard Workshop	Two (2) hours	\$2,375	\$2,875	Up to 25 participants
Half-Day Training	Four (4) hours	\$3,250	\$4,200	Up to 25 participants
Customized Training Development	Beyond Standard Duration	\$225.00 per hour	N/A	Determined per engagement

H3C RESPONSE TO RFP GMU-DR0709-25
CIVIL RIGHTS COMPLIANCE INVESTIGATIVE SERVICES
AS NEEDED FOR GEORGIE MASON UNIVERSITY



B. 5. b. Proposal Pricing

Sample Invoice

INVOICE
Human Capital Consultants Consortium, LLC
4314 Kingston Gate Cove
Atlanta, GA 30341
Phone: 877/ 479-7334



BILL TO:
Georgia Mason University
ATTN: Accounts Payable
4400 University Dr.
4200 Merten Hall, MSN 3C1

INVOICE # 1325
Terms: Net 30
Invoice date: 01/20/2026
Due date: 02/20/2026

Hours listed in Increments of 15-Minutes. Services from 1/03/2026 to 1/20/2026

Project Title	Investigation Services – Case Number GMU/0379			
Date of Service	Description of Activities	Hours	Rate	Total
01/05/2026	Notice of investigation review and client POC communication to determine scope, deliverables	4.5	160.00	\$720.00
01/06/2026	Develop Investigative Plan	3.0	150.00	\$450.00
01/07/2026	Schedule and conduct Initial Interview with complainant and three of the six witnesses	8.0	150.00	\$1200.00
01/08/2026	Conduct three witness interviews in-person on site at GMU	5.0	150.00	\$750.00

Total Due: \$3,120.00

Additional Comments



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: Human Capital Consultants Consortium, LLC

Preparer Name: Charlene Fitzpatrick **Date:** November 11, 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: _____ 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: _____

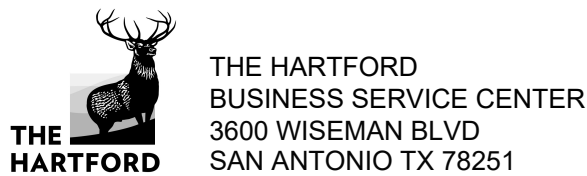
Subcontract #4

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: _____

Attachment C



October 15, 2025

San Francisco Bay Area Rapid Transit Di
2150 WEBSTER ST
OAKLAND CA 94612

Account Information:

Policy Holder Details :	HUMAN CAPITAL CONSULTANTS CONSORTIUM, LLC
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIZINSURE LLC/PHS 57556706 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 60%;">PHONE (866) 467-8730</td> <td style="width: 40%;">FAX (A/C, No):</td> </tr> </table> E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="width: 70%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%; text-align: center;">NAIC#</td> </tr> </table>	PHONE (866) 467-8730	FAX (A/C, No):	INSURER(S) AFFORDING COVERAGE	NAIC#								
PHONE (866) 467-8730	FAX (A/C, No):												
INSURER(S) AFFORDING COVERAGE	NAIC#												
INSURED HUMAN CAPITAL CONSULTANTS CONSORTIUM, LLC 4314 KINGSTON GATE CV ATLANTA GA 30341-1042	<table style="width: 100%;"> <tr> <td style="width: 70%;">INSURER A : Hartford Underwriters Insurance Company</td> <td style="width: 30%;">30104</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Hartford Underwriters Insurance Company	30104	INSURER B : Hartford Fire Insurance Company	19682	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Hartford Fire Insurance Company	19682												
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			57 SBM BA0XRH	04/02/2025	04/02/2026	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			57 SBM BA0XRH	04/02/2025	04/02/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	☒ HIRED AUTOS	☒	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
A	☒ UMBRELLA LIAB	☒	OCCUR CLAIMS-MADE	57 SBM BA0XRH	04/02/2025	04/02/2026	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB						AGGREGATE	\$5,000,000
	DED		RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57 WEC AB4FT1	04/02/2025	04/02/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liability			57 SBM BA0XRH	04/02/2025	04/02/2026	Each Claim Limit	\$1,000,000
							Aggregate Limit	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

San Francisco Bay Area Rapid Transit Di
 2150 WEBSTER ST
 OAKLAND CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Attachement D

From: [El Paso Purchasing](#)
To: [Charlene Fitzpatrick](#)
Subject: El Paso Purchasing Bid Award Notification: 25-018 (As-Needed Human Resource Investigative Services for El Paso County, Texas)
Date: Wednesday, August 20, 2025 1:13:21 PM

WARNING: This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Dear Supplier,

The following opportunity has been awarded. You were awarded items and can view award information online.

Award Notes:

Re: RFQ 25-018 As-Needed Human Resource Investigative Services for El Paso County, Texas

Dear Mrs. Fitzpatrick,

This letter is to serve as notification that on **Monday, August 18, 2025**, El Paso County Commissioners Court awarded your company the above referenced RFQ. A purchase order or contract, and any other applicable documents will follow.

If you have any questions in this regard, please feel free to call Araceli Hernandez at (915) 273-3349.

Bid Opportunity Information

Bid Number: 25-018

Bid Title: As-Needed Human Resource Investigative Services for El Paso County, Texas

Issue Date: 4/8/2025 10:30:02 AM (MT)

Close Date: 5/15/2025 02:00:00 PM (MT)

Question Cut Off Date: 5/1/2025 12:00:00 PM (MT)

Bid Notes

The County of El Paso is requesting proposals for

RFQ 25-018

As-Needed Human Resource Investigative Services for El Paso County, Texas

All proposals must be received by the indicated Close Date and Time. Proposals may be submitted online through the e-Bid platform Ion Wave or delivered to the County of El Paso Purchasing Department.

RFQ Notice, specifications, related documents and additional information are provided on Ion Wave.

Questions must be submitted through the online platform Ion Wave or sent to: bidquestions@epcounty.com by the Question Cutoff Date & Time. RFQ number and title must be on the "Subject Line" of the e-mail. All questions and their responses will be posted on Ion Wave and will be available for download by respondents after the deadline for questions.

Any change in the RFQ will also be posted on the Ion Wave e-Bid website as an addendum. It shall be the respondent's responsibility to check the e-bid system prior to the opening date to verify whether any addendums have been posted.

Bid Contact Information

Araceli Hernandez
800 E. Overland Ave.
Suite 300
El Paso, TX 79901 USA
(915) 273-3349
bidquestions@epcounty.com

[Click Here to View Opportunity](#)

[Unsubscribe](#)

BIDAWARDNOTIFY - 8/20/2025 12:13 PM (CT)

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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Offeror Name: Human Capital Consultants Consortium, LLC

Preparer Name: Charlene Fitzpatrick **Date:** November 11, 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: _____ 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/>



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: Human Capital Consultants Consortium, LLC

Date: November 11, 2025

DBA: N/A

Address: 4314 Kingston Gate Cove, Atlanta Ga 30341

By: 
Signature

FEI/FIN No. 81-3068816

Name: Charlene Fitzpatrick

Fax No.

Title: CEO

Email: charlene@h3cllc.com

Telephone No. 770.335.2091

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

SWaM Certification Number: Pending

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.

Certificate Of Completion

Envelope Id: D627F460-892E-882D-819F-9D4CF9D09574

Status: Completed

Subject: Complete with Docusign: Contract_Human Capital_GMU-DR0709-25-06.pdf

Source Envelope:

Document Pages: 87

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Davena Reynolds

AutoNav: Enabled

4400 University Drive MS 6A6

Envelopeld Stamping: Enabled

C/O ITS Finance

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Fairfax, VA 22030

dreyno3@gmu.edu

IP Address: 129.174.252.39

Record Tracking

Status: Original

Holder: Davena Reynolds

Location: DocuSign

5/20/2026 1:12:14 PM

dreyno3@gmu.edu

Signer Events

Clifford Shore

cshore@gmu.edu

Chief Procurement Officer

George Mason University

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

E1DA89EA373640A...

Signature Adoption: Uploaded Signature Image

Using IP Address:

2600:4040:2a94:cc00:5823:3341:dc6a:6b50

Timestamp

Sent: 5/20/2026 1:17:42 PM

Viewed: 5/20/2026 3:46:45 PM

Signed: 5/20/2026 3:46:54 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Charlene Fitzpatrick

charlene@h3cllc.com

CEO & Managing Member

Security Level: Email, Account Authentication
(None)

Signed by:

8FBA8B02880E4E7...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:c6:c700:3d40:9:403a:278f:817c

Sent: 5/20/2026 3:46:56 PM

Resent: 5/22/2026 10:21:52 AM

Viewed: 5/22/2026 10:34:53 AM

Signed: 5/22/2026 10:42:34 AM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2026 10:34:53 AM

ID: 37f06206-a3b8-45bf-a8e3-85d7db7d4b84

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/20/2026 1:17:42 PM
Envelope Updated	Security Checked	5/22/2026 10:21:51 AM
Certified Delivered	Security Checked	5/22/2026 10:34:53 AM
Signing Complete	Security Checked	5/22/2026 10:42:34 AM
Completed	Security Checked	5/22/2026 10:42:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO George Mason University:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cfreas@gmu.edu

To advise Carahsoft OBO George Mason University of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cfreas@gmu.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cfreas@gmu.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cfreas@gmu.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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