



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

**STANDARD CONTRACT
 GMU-DR0709-25-08**

This Contract entered on this 20th day of May, 2026 (Effective Date) by Institutional Compliance Solutions LLC hereinafter called “Contractor” (located at 711 Signal Mountain Road, #108, Chattanooga, TN, 37408) and George Mason University hereinafter called “George Mason,” “Mason,” or “University”.

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

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

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

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

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

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

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

Institutional Compliance Solutions LLC	Proposed Pricing
Leadership/Senior	\$300/hour
Specialists	\$290/hour
Case Manager	\$150/hour
Advisor Support	\$250/hour
Internal Quality Control/Report Review	\$250/hour
Institutional Compliance Solutions LLC	Proposed Pricing
Training	\$8,500/day if in-person; \$1,000/hour for live-virtual – this is all non-Community Partner pricing since GMU is not a Community Partner
Training rates for Community Partners	\$7,000/day (in-person); \$800/hour (live-virtual)
Community Partner	\$4,500 annual fee

If travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-

mile radius of the Fairfax Campus. All travel must be pre-approved by George Mason. George Mason does not allow hourly rates to be invoiced for travel time.

V. CONTRACT ADMINISTRATION: Thomas Bluestein, Associate Vice President, OACC, Title IX and ADA Coordinator of the Office of Access, Compliance, and Community, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: Paymode-X, Net30. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in George Mason’s Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

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

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. 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.

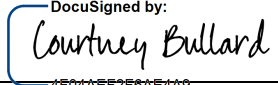
UU. UNIVERSITY DATA UPON REQUEST, TERMINATION OR EXPIRATION: Upon request, termination or expiration of the Contract, Contractor will ensure that all University Data are securely provided, returned or destroyed as directed by George Mason in its sole discretion within 180 days of the request being made.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

Institutional Compliance Solutions LLC

DocuSigned by:

 4F04AEF2F6AE4A9...
 Signature
 Name: Courtney Bullard
 Title: Owner
 Date: 5/21/2026

George Mason University

DocuSigned by:

 E1DA89EA373640A...
 Signature
 Name: Clifford Shore
 Title: Chief Procurement Officer
 Date: 5/20/2026

**Data Security Addendum for inclusion in GMU-DR0709-25-08 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Institutional Compliance Solutions 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.

Institutional Compliance Solutions LLC

Courtney Bullard

Signature 4F04AEF2F6AE4A9...

Name: Courtney Bullard

Title: Owner

Date: 5/21/2026

George Mason University

DocuSigned by:
Clifford Shore

Signature E1DA89EA373640A...

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 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

Courtney Bullard, Esq.
 Founder & CEO – chb@icslawyer.com
 Institutional Compliance Solutions LLC
 711 Signal Mountain Road. #108
 Chattanooga, TN 37405

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

Dear Courtney Bullard, Esq.:

We have reached the point in the evaluation process where we are ready to start negotiations/clarifications as provided for in Section XIII, B of the subject RFP. Therefore, we would appreciate your response to the following statements and questions, by responding within this document and maintaining the Word formatting. A response is requested no later than Thursday, March 23, 2026, by 2PM EST.

- 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 services 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 procurements, meaning that other state agencies, public institutions, etc. can utilize/ride the resulting contract potentially resulting in more engagements for your firm.

Institutional Compliance Solutions LLC	Proposed Pricing	New hourly rate
Leadership/Senior	\$300/hour	\$300/hour
Specialists	\$290/hour	\$290/hour
Case Manager	\$150/hour	\$150/hour
Advisor Support	\$275/hour	\$250/hour
Internal Quality Control/Report Review	\$250/hour	
Institutional Compliance Solutions LLC	Proposed Pricing	
Training		\$8,500/day not inclusive of travel if in-person; \$1,000/hour for live-virtual – this is all non-Community Partner pricing since GMU is not a Community Partner

Institutional Compliance Solutions LLC Response: ICS provided its most competitive rates for all categories/services in the RFP which are generally commensurate with current contract rate. We have added a line item for internal quality control/report/document review of \$250/hour for any Specialist (regardless of leadership/senior title).

George Mason's Response: Please provide the pricing for the In-Person rate for the training only because 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.

Institutional Compliance Solutions LLC Response: In-Person rate only is \$9,000/day. \$7,000/day in-person for ICS Community Partners.

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

Institutional Compliance Solutions LLC Response: If George Mason becomes a Community Partner we are able to discount training services to \$8,000/day in person and \$800/hour virtually. We can offer a yearly rate of \$4,500 (normally over \$6,000) to become a Community Partner.

George Mason's Response: Please define a Community Partner and the process of becoming a Community Partner.

- a. Is the \$4,500 "yearly rate" some type of membership or fixed fee that must be paid to become a community member and if so, does it include any services in that amount or is that fee strictly to become a member?

Institutional Compliance Solutions LLC Response: The amount quoted is to be a Diamond Community Partner – which is the highest level. Being an ICS Community Partner is a yearly "membership" fixed fee quoted here at the discounted rate of \$4,500/annually. No services are provided as part of being a Community Partner. The fee includes access to our on-demand courses, compliance aids, newsletter, quarterly meetings, and the ICS ListServ. It also includes unlimited participation in ICS' live virtual trainings for any personnel at the institution. Those trainings can be found here (Fall trainings are about to be released): [Higher Ed. Trainings & Webinars - ICS Lawyer](#) More information can be found here on being a Community Partner: [Higher Ed. Community Partners - ICS Lawyer](#). The on-demand course library includes fundamentals, intermediate and advanced courses. The intermediate/advanced courses include:

Now Available (Intermediate Level):

- Parallel Response to Title IX & Criminal Matters
- Accommodating the Pregnant & Parenting Student
- Recordkeeping Under Title IX
- Understanding the Requirements for the Stop Campus Hazing Act
- Title VI Coordinator

Coming Soon:

- Conducting an Effective Interactive Process Under ADA & Section 504
- Investigating Failure-to-Accommodate Complaints Under ADA & Section 504 in K-12 and Higher Education
- IEPs & Civil Rights Compliance: What Investigators and Coordinators Need to Know in K-12 Schools
- Advanced Title IX Investigator

3. Please advise which rates/categories would be applied/serve as the Hearing Officer, Appeal Officer, and Investigator in an engagement with the University?

Institutional Compliance Solutions LLC Response: The rates provided in the RFP (pg. 20) would be applied for Hearing Officer, Appeal Officer and Investigator. Cases are assigned to a Senior Specialist/Leadership or a Specialist depending on case complexity and capacity; however, typically ICS assigns Hearing Officer/Appeal Officer matters to Senior Specialist/Leadership. A case manager is assigned to each matter to maintain efficiency and reduce overall costs. ICS would discuss the appropriate Specialist in advance as each case is assigned, and George Mason would have the option to approve of the use of Leadership/Senior Specialist in advance of assignment of the matter by ICS.

George Mason's Response: Due to the fact that ICS has agreed to meet preliminarily with George Mason's team this response is acceptable. This negotiation point has been finalized.

4. 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.

Institutional Compliance Solutions LLC Response: Confirmed.

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

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

Institutional Compliance Solutions LLC Response: Acknowledged and accepted.

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

6. Will Institutional Compliance Solutions, 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.

Institutional Compliance Solutions LLC Response: ICS will confirm that it will meet virtually with George Mason at the start of each case. A one-hour pre-consultation/per case will be at no additional cost to the University.

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?

Institutional Compliance Solutions LLC Response: ICS will agree that any materials used in a case are sent to George Mason in advance for review and approval consistent with its current practice with George Mason on matters. ICS will use its best efforts to provide questions used by investigators or decision-makers in advance; however, questions often change once in an investigation and/or hearing. Specialists often change once in an interview/hearing. This is not currently required by George Mason therefore we may need additional information regarding this requirement.

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.

Institutional Compliance Solutions LLC Response: ICS can confirm that it will provide responsive reporting of prohibited conduct with a 72-hour period of discovery.

George Mason's Response: 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.”

Institutional Compliance Solutions LLC Response: ICS acknowledges and agrees to safeguard all University information and to comply with all confidentiality, privacy, and information security requirements stated herein and in the resulting contract.

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

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

Institutional Compliance Solutions LLC Response: ICS agrees to communicate any identified risks associated with an investigation or assessment to George Mason in writing within 24 hours of discovery.

George Mason's Response: 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?

Institutional Compliance Solutions LLC Response: Acknowledged.

George Mason's Response: 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.

Institutional Compliance Solutions LLC Response: Confirmed.

George Mason's Response: 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". The signature is written in a cursive style with a large, stylized initial 'D'.

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



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



REQUEST FOR PROPOSALS
GMU-DR0709-25

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

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

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

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

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

Name and Address of Firm:

Legal Name: _____ Date: _____
DBA: _____
Address: _____ By: _____ Signature
FEI/FIN No. _____ Name: _____
Fax No. _____ Title: _____
Email: _____ Telephone No. _____

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

SWaM Certification Number: _____

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

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

This public body does not discriminate against faith-based organizations in accordance with the Governing Rules, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

OFFEROR PROPOSAL SUBMISSION CHECKLIST

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

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

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

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

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

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

- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of George Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is George Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of George Mason’s standard two-party contract and George Mason’s General Terms and Conditions as outlined in Attachment B – Standard Contract. Any exceptions to our standard contract and General Terms and Conditions must be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and George Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education and agency of the Commonwealth of Virginia, George Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.
- H. Non-compete or non-solicitation clauses.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

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

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

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and George Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>
- VIII. SMALL BUSINESS SUBCONTRACTING PLAN:** All potential offerors are required to fill out and submit Attachments A with their proposal.
- Note: Invoices shall only be submitted to George Mason by the entity awarded a contract. Subcontractors cannot submit invoices to George Mason under any resulting contract.
- IX. PERIOD OF PERFORMANCE:** Two (2) years from Effective Date of contract with four (4) successive two-year renewal options (or as negotiated).
- X. BACKGROUND:** George Mason University utilizes external hearing and appeal officers to ensure impartial and independent evaluations of civil rights cases. Additionally, external investigators may be engaged when internal resources are at capacity. The resulting contract from this solicitation will be used on an as-needed basis, with no guaranteed spend. During the previous contract term, Mason paid approximately \$2.68 million for all contracted services. For reference, prior contract documents are available in Mason's contract portal at <https://gmu.cobblestone.software/public/default.aspx>, under the categories "Sexual Misconduct/Title IX Hearing Services" and "Title VII, IX, and ADA Investigation Services."
- XI. STATEMENT OF NEEDS:** The Office of Access, Compliance, and Community, ("OACC") seeks contractors to provide investigative services, hearing and appeal officer support, and related trainings pertaining to industry changes and requirements. Training services are requested on an as-needed basis. The contractor should demonstrate expertise in higher education administration and possess experience handling cases involving Title VI, Title VII, Title IX, and ADA compliance. Services may include conducting internal investigations at the discretion of the university, initiating inquiries promptly, interviewing involved parties, and delivering comprehensive investigative reports in a timely manner. All George Mason University Policies can be found here: <https://universitypolicy.gmu.edu/all-policies/>.

External Investigator

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

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

Hearing Officer

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

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

Additional Services/Training

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

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

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered, Offerors must submit a complete response to George Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see 2.d. below for details on how to

submit a redacted proposal). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

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

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

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

The following shall apply:

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

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content. Proposal submissions must not exceed 15-20 pages, excluding resumes and work samples.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. A statement simply noting "trade secret" is not a sufficient reason for redaction. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to George Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

George Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of George Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow George Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal. Proposals should be 11-point or larger and should not exceed 20 pages in length, excluding the procedural information, executive summary, and resumes.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Small Business Subcontracting Plan.
- c. Exceptions (if any) to George Mason's two-party contract, Attachment B.
- d. Any SOW or supplemental document George Mason may be required to sign. See section IV. Final Contract
- e. State your payment preference as required in Bonfire. (See section XIV.)
- f. Answer the below questions with your proposal submission through Bonfire, as required.
 - o Are you and/or your subcontractor currently involved in litigation with any party?
 - o Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - o Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - o In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.

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

3. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company, including number of years of experience providing these services.
 - b. Names, qualifications and experience of key personnel to be assigned to work with George Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror’s qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.

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

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

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

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

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:		100

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

XIV. CONTRACT ADMINISTRATION: Upon award of the contract, George Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor’s bank account. To sign up for electronic payments, please contact the Paymode-X Enrollment Team at 1-800-331-0974 or email enrollment@paymode-x.com. The enrollment team can assist you with any questions about the enrollment process and setting up the membership.

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, George Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in George Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in George Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. George Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF GEORGE MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official George Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, George Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. George Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting 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: _____ SBSBD Cert #: _____
 Contact Name: _____ SBSBD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – STANDARD CONTRACT

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2025 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “George Mason,” “University”.

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

II. SCOPE OF CONTRACT: The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.

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

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

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

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

Negotiated price schedule will be inserted here.

V. CONTRACT ADMINISTRATION: _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from George Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a George Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 *(or as selected in Payment Terms / Method of Payment)*, after receipt of invoice in the accounts payable email inbox.

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

- A. This signed form;
- B. Data Security Addendum dated XXXX (attached);
- C. Negotiation Response(s) dated XXXXX (attached);
- D. RFP No. GMU-XXXX-XX, in its entirety (attached);
- E. Contractor’s proposal dated XXXXXX (attached);

F. Contractor’s Statement of Work template (attached).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

X. STANDARD TERMS AND CONDITIONS:

A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000,

so that the provisions will be binding upon each subcontractor or Contractor.

- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. George Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that George Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor

shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia

Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon Contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all George Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, George Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason may have.

S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify George Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from George Mason's Director of Export Controls.

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

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the George Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** George Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of George Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of George Mason or to the failure of George Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that George Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of George Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, George Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind George Mason or to otherwise act on behalf of George Mason, except as George Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason. George Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.1 AA. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to George Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and George Mason shall be named as an additional insured. By requiring such minimum insurance, George Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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

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

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

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

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

FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

GG. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization

in writing no later than ten (10) days in advance of the use date.

- HH. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.
- II. **RENEWAL OF CONTRACT:** Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed ten (10) years in length.
 - 1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- JJ. **REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES:** Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”
- KK. **RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA:** Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason’s reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason’s request, provide George Mason with a copy of its response.

If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason’s reasonable requests in connection with its response.
- LL. **SEVERABILITY:** Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- MM. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.
- NN. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. **SWaM CERTIFICATION:** Contractor agrees to fully support the Commonwealth of Virginia and George Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. **UNIVERSITY DATA:** University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of George Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by George Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from George Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of George Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify George Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by George Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for George Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to George Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify George Mason, fully investigate the incident, and cooperate fully with George Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from George Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. George Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to George Mason; and (8) confidential student or employee information.

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

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

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

Selected Firm/Vendor

George Mason University

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C: SAMPLE INVOICE FORMAT

SAMPLE INVOICE

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

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

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

Invoices must contain ALL of the following in order to be processed:

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

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

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

Total due: _____

Other Comments/Contact Information

George Mason University

Proposal Submission for Civil Rights Compliance
Investigation Services

Request for Proposal GMU-DR0709-25

ICS Employer Federal ID Number 85-3160684

Submitted: November 11, 2025

Institutional Compliance Solutions, LLC

Courtney Bullard, Esq.

711 Signal Mountain Road, #108 | Chattanooga, TN 37405

423-667-1838 | icslawyer.com | chb@icslawyer.com



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November 11, 2025

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

Re: RFP #GMU-DR0709-25 – Civil Rights Compliance Investigation Services

Dear Ms. Reynolds and Members of the Evaluation Committee:

Institutional Compliance Solutions, LLC (ICS) is pleased to submit this proposal in response to George Mason University's Request for Proposal for *Civil Rights Compliance Investigation Services*.

ICS is a woman-owned firm with deep expertise in Title IX, Title VI, Title VII, and ADA compliance. Our team has proudly partnered with George Mason University for several years, providing external investigative, hearing, and training services in support of the Office of Access, Compliance, and Community (OACC). This long-standing relationship has given ICS a deep understanding of GMU's policies, procedures, and culture.

With over fifty years of combined higher-education compliance experience, ICS delivers thorough, trauma-informed, and policy-aligned services that ensure neutrality, timeliness, and adherence to federal and state requirements. Our proposed team brings the same professionalism and responsiveness GMU has come to expect from our work together.

ICS appreciates the opportunity to continue serving GMU and affirms our acceptance of all terms and conditions outlined in the RFP. We look forward to building on our existing partnership to advance GMU's commitment to equity and compliance excellence.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Courtney Bullard', is written over a light blue horizontal line.

Courtney Bullard
Founder and CEO
Institutional Compliance Solutions, LLC
711 Signal Mountain Road, #108
Chattanooga, TN 37405
chb@icslawyer.com

Executive Summary

Institutional Compliance Solutions, LLC (ICS) is honored to continue its partnership with George Mason University (GMU) through this proposal for *Civil Rights Compliance Investigation Services (RFP #GMU-DR0709-25)*.

As a woman-owned firm with decades of combined legal and higher education experience, ICS has proudly supported the Office of Access, Compliance, and Community (OACC) for several years—serving as external investigators and partnering in training in matters involving Title IX and civil rights. Our long-standing relationship with GMU reflects not only our understanding of the University's procedures and culture but also our proven ability to deliver responsive, fair, and thorough compliance services.

ICS brings unmatched experience in Title IX and civil rights investigations, decision-making, and training. Our team of attorneys and compliance professionals, each trauma-informed and deeply familiar with the higher education landscape, ensures consistent adherence to federal regulations, Virginia law, and GMU's own procedural requirements.

Our methodology is structured, transparent, and collaborative, emphasizing:

- Trauma-informed, equity-centered investigations that prioritize neutrality, accuracy, and compassion for all parties.
- Collaborative engagement with OACC, ensuring alignment with institutional policy and timely resolution of cases.
- Strict confidentiality and secure communication, with encrypted platforms and peer-reviewed reporting.
- Quality assurance through internal review, maintaining the highest standards of accuracy and consistency across all deliverables.

Beyond investigations and hearings, ICS provides robust training and consulting services designed to strengthen institutional compliance capacity.

ICS understands GMU's expectations because we have been meeting them day in and day out as a current registered vendor (vendor #G01474771). We look forward to continuing to serve as a trusted partner in advancing GMU's commitment to compliance.

Company Qualifications & Experience

RFP XII.B(3)(a), p.9

The ICS Difference

We know compliance is not a one-size-fits-all solution.

While every school, district, and institution must follow the same laws and regulations to provide safe and healthy learning and working environments, each presents unique challenges. With ICS, you are gaining a partner committed to you and your organization, empowering you with the specific knowledge and tools you need to create a positive culture. Our unparalleled expertise comes from years of active experience. ICS has been supporting colleges and universities in their equity and compliance efforts since 2018.



Expertise Matters

ICS supports schools, districts, and institutions with a wide range of training and consulting services to help them create safe and healthy learning and working environments.

We empower your organization with the knowledge and tools you need for compliance with:

- Title IX and gender equity
- Workplace harassment and violence
- Clery Act
- FERPA
- Title VI
- Hazing
- Sexual misconduct
- External Services



ICS Services

Section XII.B(3)(a), p.9 (cont'd)

Our industry-leading approach leverages our extensive knowledge and experience in the field.

Title IX University® Training

Our certified trainings are tailored to meet the unique needs of your school, district, or institution. We offer live, in-person and live-virtual trainings. Our Community Partners have exclusive access to all of our trainings on-demand. These trainings meet the requirements of the 2020 Title IX regulations, and expand to Title VI, Clery, and other civil rights obligations.



Community Partners

We believe in the power of collaboration and community. This is why we have created a professional community that works together to share best practices and insights.

Outsourced Support

Institutions may encounter unexpected staffing shortages in crucial positions like Title IX Coordinators, Human Resources, or compliance professionals. In such situations, our specialists offer professional expertise and continuity to support your institution's needs. Our Specialists also serve as Title IX and equity investigators, hearing officers, appellate decision-makers, informal resolution facilitators, and advisors.

Our Specialists & Key Personnel

RFP XII.B(3)(b), p. 9

Courtney H. Bullard | Attorney at Law



Courtney is an accomplished attorney and the Founder and CEO of Institutional Compliance Solutions, LLC. With a focus on equity and compliance with Title IX and related laws and regulations, ICS provides legal and consulting services to school districts and institutions in 50 states. ICS has garnered a reputation for its expertise in addressing instances of sexual misconduct, bullying, and hazing under Ms. Bullard’s leadership, with a focus on Title IX compliance.

Education

J.D. – University of Memphis
B.A. - Indiana University

Certifications/Training

Rule 31 Mediator
Licensed –Tennessee State
and Federal Court
Trauma Informed
Trained as Title IX and
Equity:
Investigator
Coordinator
Decision-Maker
Appellate Decision-Maker

Affiliations

Workplace Investigations
Group
NACUA

Recognition/Awards

Lawyer of Distinction in
Higher Education 2017, 2019

Experience

With decades of experience representing institutions and organizations, Ms. Bullard brings a wealth of knowledge to her practice. Her extensive background includes eight years as a university system attorney, handling complex cases involving sexual misconduct and workplace misconduct. She has emerged as a thought leader on equity and Title IX compliance, and is sought after as a national speaker at conferences and events.

Ms. Bullard’s legal and consulting services are in high demand, serving public and private higher education institutions, K-12 schools, and the private sector. She is frequently engaged as an external investigator in allegations of sexual misconduct, including her notable involvement in the Ooltewah, Tennessee basketball case. Furthermore, her expertise extends to providing expert witness testimony on matters pertaining to school responses to allegations of sexual misconduct, bullying, and hazing in litigation.

A multifaceted professional, Ms. Bullard hosts The Law & Education Podcast, where she engages in insightful discussions on various legal and educational topics surrounding Title IX and equity work. Her contributions to news media have earned her national recognition, with appearances in prominent publications such as the Chronicle of Higher Education, Inside Higher Ed, and VICE news on HBO.

Prior to her role as Associate General Counsel for the University of Tennessee, Ms. Bullard honed her legal expertise at esteemed firms Baker, Donelson, Bearman & Caldwell and Husch Blackwell. She also shares her knowledge as an adjunct professor, teaching Business Law at the University of Tennessee, Chattanooga.

Education, Associations & Recognitions

In recognition of her exceptional contributions to the field, Ms. Bullard was honored with the prestigious recognition of Lawyer of Distinction in Higher Education Law in both 2017 and 2019. With her deep understanding of equity, Title IX compliance, and institutional response, Ms. Bullard continues to make a lasting impact in creating safer and more inclusive educational environments.

Key Personnel

Section XII.B(3)(b), p.9 (continued)



Celeste Bradley **Chief Solutions Officer**

Celeste brings over two decades of experience as a labor and employment attorney to the ICS team. She previously served as Associate General Counsel to BlueCross BlueShield, where she oversaw labor and employment matters for more than 6,000 employees across Tennessee, and as in-house employment counsel for a national trucking company and a large parking services company.

Her background adds a unique dimension to ICS, where she provides Title VI programming and training, Human Resource professional development, and school and workplace investigations for both private sector and education institutions. Celeste has developed and delivered Title VI training to administrators, staff, and boards. She also consults with institutions on drafting policies, investigating complaints, and implementing best practice to ensure compliance with Title VI's federal requirements in an evolving legal landscape.

Having served in-house, Celeste understands the importance of delivering efficient, thorough solutions with a practical appreciation for business needs.

At ICS, Celeste oversees all external services. She has served as Interim Title IX Coordinator, Title VI Coordinator, and Compliance Officer. She regularly acts as investigator and decision-maker in complex matters implicating Title IX and Title VI and involving high level officials. She also serves as informal resolution facilitator and consults with institutions and school districts on day-to-day Title IX and civil rights compliance.

Celeste will serve as the main point of contact in administering the services proposed.

Key Personnel

Section XII.B(3)(b), p.9 (continued)



Betsy Smith

Chief Innovation Officer

Betsy brings a unique skill set to the ICS team, having served as both a student affairs professional and an assistant district attorney. Most recently, she worked for five years as a Director of Student Conduct and Deputy Title IX Coordinator at a large state institution, where she conducted and oversaw more than 2,000 Title IX and other campus investigations annually. The combination of Betsy's familiarity with campus life, Title IX, and her background as a prosecutor provides for a distinct, trauma-informed approach to her investigations.

In addition to her extensive investigative and decision-making experience, Betsy has led the way in developing innovative compliance tools and services at ICS. She spearheads the creation of resources such as the Title IX Policy Blueprint, and creates and oversees tailored training programs. Her focus on practical solutions helps institutions modernize their prevention and response efforts while maintaining compliance.

Betsy also specializes in using and presenting data to inform prevention and response strategies. She has significant experience working with athletics departments, providing training and conducting gender-equity audits to assess compliance with Title IX's athletics requirements. Her ability to translate compliance standards into actionable strategies helps institutions and districts strengthen both athletics programs and campus-wide equity initiatives.

She currently serves as Interim Title IX and Compliance Coordinator for a large school district, regularly serves as a Title IX decision-maker, informal resolution facilitator, and investigator in complex matters, and provides consulting on day-to-day Title IX matters for institutions and districts.

Title IX & Equity Specialists / Attorneys

Section XII.B(3)(b), p.9 (cont'd)



Amy Buck

Senior Title IX & Equity Specialist/Attorney

Amy has practiced law for over ten years and has a background in higher education, having served as an acting director of admissions and as a college professor. Since her admission to the bar, Amy has worked in private practice, handling cases ranging from employment and corporate law to personal injury and domestic matters. Amy has served as an external Title IX and civil rights investigator in complex matters for small private to large public state institutions, involving over 50 investigations and regularly serves as a decision-maker, informal resolution facilitator, and advisor in Title IX matters.



Lindsay Hatzis

Title IX & Equity Specialist / Attorney

Lindsay spent nearly a decade as an assistant state's attorney practicing both criminal and civil law at the local, state, and federal level. She also represented county officials and employees in civil rights and employment matters. Later, she began her career in education at a public university in Illinois where she investigated Title IX, Title VII, and Title VI allegations. Most recently, Lindsay served as the University's Director of Investigations and Clery Compliance, and as a Deputy Title IX Coordinator where she served as chief investigator and oversaw all Title IX and civil rights investigations. She has significant experience in compliance with the Clery Act, regularly performing audits and assessments and providing consulting. Lindsay also currently serves as a Title IX Coordinator for a private institution.



Brittany Gates

Title IX And Equity Specialist

Brittany has worked in various capacities in the higher education field for the past ten years prior to joining the ICS team. Most recently, Brittany served for three years as the Title IX Coordinator and Director of Student Care at a small private university. Brittany has served as an Interim Title IX Coordinator for a large state system and currently serves in that role for several private colleges. She also serves as a Title IX investigator and informal resolution facilitator. Her background as a mental health professional brings a distinctive approach to her work.

Title IX & Equity Specialists / Attorneys

Section XII.B(3)(b), p.9 (cont'd)



Tawny Alonzo

Title IX & Equity Specialist

Tawny has blended careers in law enforcement and higher education. As a police officer in the Dallas area, Tawny worked with victims of sexual assault, child abuse, and domestic violence. She gained expertise on trauma-informed interviewing, violence against women and children, and community approaches to prevention. Her career later transitioned to Title IX. She has served in various Title IX roles at large public and private institutions, as well as in the role of Director of Violence Prevention. Her expertise includes conducting compliance investigations, creating dynamic student and employee trainings, and building holistic campus violence prevention programs. Tawny currently serves as Interim Compliance Coordinator for a large school district and in the roles of Title IX and Equity investigator, informal resolution facilitator, advisor and decision-maker.



Dr. Erica D'Agostino

Title IX & Equity Specialist

Erica has over 20 years in both K-12 and higher education. She began her career as a school psychologist and later transitioned into higher education, directing a student support office and serving as dean of advising for a prominent liberal arts college. During this time, Erica began her work in Title IX as an advisor and doing appellate work. She then returned to K-12 as the assistant head of school where she was responsible for a wide array of student-facing services and worked as part of a team honing the school's bias response protocols. Erica supports several universities as a Title IX and Civil Rights investigator, advisor, interim Coordinator, decision-maker and interim director of accessibility services.



Kelsey Baker

Case Manager

Kelsey has over a decade of experience working in higher education, having served in various roles within student affairs, academic affairs, and compliance. Most recently, Kelsey served as Title IX Coordinator at a private university, where she played a pivotal role in ensuring seamless compliance and student support amidst evolving federal and state regulations. Prior to her work in Title IX, Kelsey developed and implemented comprehensive retention initiatives as the Director of Student Success and Retention for her institution. Kelsey also comes with experience in the K-12 setting, where she strived for equitable education outcomes as a Family Engagement Specialist for a Title I school. Kelsey currently serves as a case manager for ICS in K-12 and Higher Ed matters.

****Full CVs are available on request. ICS reserves the right to add team members if ICS hires additional Specialists.***

References

Section XII.B(3)(c), p.9

ICS is proud to provide references from clients who can attest to our proficiency in investigator and decision-maker services:

- ***Towson University***
 - Joshua Hayes, Assistant Vice President of Equity Compliance, 410.704.2020, jhayes@towson.edu
 - ICS currently provides Title IX investigation services
 - ICS has partnered with Towson University since 2024
- ***Aurora Public Schools***
 - Brandon Eyre, Legal Counsel, 303.326.1800, bjeyre@aurorak12.org
 - ICS currently serves as Interim Compliance Coordinator, Title IX and civil rights investigators, and Title IX and civil rights decision-makers
 - ICS has partnered with Aurora Public Schools since 2020
- ***George Mason University***
 - Thomas Bluestein, Assistant Vice President/Title IX Coordinator, 703.993.8730, tblueste@gmu.edu
 - ICS currently provides investigation services
 - ICS has partnered with George Mason University since 2022
- ***Christopher Newport University***
 - Amy Sirocky-Meck, Director/Title IX Coordinator, 757.594.8819, amy.sirockymeck@cnu.edu
 - ICS currently provides Title IX investigation services
 - ICS has partnered with Christopher Newport University since 2024

Specifications/Scope of Work

RFP XI, p. 5–6

Approach and Methodology

Section XII.B(4), p. 9

Overview

ICS employs a structured, trauma-informed, and policy-aligned methodology designed to ensure timely, fair, and neutral resolutions of civil rights complaints. Our process emphasizes transparency, collaboration with the Office of Access, Compliance, and Community (OACC), and adherence to federal and Virginia law.

Approach and Case Initiation

Upon assignment, ICS immediately coordinates with OACC to confirm scope, timelines, and applicable policies. A lead investigator or hearing officer is designated within one business day, and an initial review of case materials is conducted to create a written investigation plan and communication schedule.

Investigation and Case Review

ICS conducts investigations consistent with Title IX, Title VI, Title VII, and ADA requirements, utilizing trauma-informed/empathy-led interviewing techniques to minimize retraumatization and enhance accuracy. All interviews are recorded and summarized and evidence is objectively analyzed for credibility, corroboration, and relevance before inclusion in the final report.

Hearings and Appeals

Our hearing officers prepare by reviewing the entire case record, ensuring all parties receive a fair opportunity to participate. Hearings are conducted using university-approved scripts and guided by applicable federal regulations. Written determinations are issued promptly and include rationale for all findings.

Approach and Methodology

Section XII.B(4), p. 9 (cont'd)

Confidentiality and Communication

All ICS team members operate under strict confidentiality protocols, using encrypted platforms for communication and document transfer. OACC receives regular status updates and has full access to all materials via secure portals. All findings and deliverables are transmitted through approved university channels only.

Training and Additional Services

ICS provides on-demand and live training on investigative procedures, hearings, and workplace civility. All materials are customized for higher education and align with University policies and current federal guidance.

Quality Assurance

Each report undergoes an internal peer review to confirm accuracy, neutrality, and consistency with University policies and applicable laws before submission. Timelines and deliverables are tracked to ensure compliance with all contractual and regulatory requirements.

Specifications/Scope of Work

RFP XI, p. 5-6

Institutional Compliance Solutions, LLC (ICS) is committed to providing comprehensive Title IX services to GMU to include Title IX and civil rights (including VI and VII) investigations, decision-making, and training. Our approach is designed to align with each institution's policies and applicable state law, and to ensure a seamless and integrated strategy for the scope of work.

In performing these services, ICS will not be providing legal advice or representation to institutions, and consulting services will relate to the operation of the Title IX program.

ICS understands and will fulfill the response time to an institution's request for services outlined in the RFP of 24 to 48 business hours. In addition, ICS is accustomed to and will comply with timeliness outlined in each institution's policies and procedures.

ICS understands and agrees to all payment terms and reporting requirements within the RFP, and is accustomed to GMU's invoicing terms through our partnership with GMU for services over the past several years.

Travel Policy

The services will primarily be conducted off-site/remotely via Zoom, email, or telephone. In-person collaboration will be facilitated only upon a University's request, with travel arrangements pre-approved and reimbursed by the University in accordance with its travel policy.

Proposed Services:

Title IX Investigations

Section XI, p.5

ICS proposes to conduct as-needed Title IX, VI, VII, ADA, other applicable University policies and Civility in the Workplace investigations with a methodology that prioritizes equity, thoroughness, and compliance with regulatory standards and supplements OACC's team of investigators. Our services include:

- *Noticing Parties:* Drafting and delivering Notice of Allegations to involved parties, if appropriate.
- *Communication with Parties:* Communicating with parties on behalf of the University to schedule interviews, meets, etc.
- *Developing an Investigation Plan:* Creating an investigation plan tailored to the unique circumstances of the case and institutional policies that ensures compliance with the regulations.
- *Evidence Gathering:* Collecting and reviewing evidence in a manner that respects all parties' privacy and complies with legal standards.
- *Interviewing Witnesses:* Conducting trauma-informed interviews via secure video conferencing, ensuring equitable treatment and thorough fact-finding. This includes summarizing and delivering interview summaries for parties and witnesses in a timely manner.
- *Preparing and Maintaining an Investigative File:* Maintaining a comprehensive investigative file that captures all relevant documentation and evidence.
- *Investigation Reports:* Drafting detailed investigation reports that are clear, concise, and allow for informed decision-making by the University in compliance with Title IX and the University's Title IX sexual misconduct policy and grievance process and/or University Policies 1201, 1202, 1204. In certain situations, this includes an analysis and/or discussion determining if University policy/law has been violated or not.

Regular reporting on investigations will be provided to the University's Title IX Coordinator, ensuring transparency and accountability throughout our engagement.

Investigative services are provided using the same process and procedure as internal investigators by collaborating with various members of OACC. Services are aligned with established policies and procedures for partner offices, including Employee Relations, for cases involving possible employee misconduct, civility, etc.

Proposed Services:

Title IX Decision-Maker and Appellate Decision-Maker

Section XI, p.6

ICS currently serves as neutral, unbiased decision-makers and hearing officers to adjudicate formal complaints under Title IX for GMU. ICS Specialists also serve as hearing officers and appeal officers in matters related to allegations involving Title VI and VII of the Civil Rights Act of 1964. These services are provided by trained professionals and include:

- Reviewing formal complaints under Title IX;
- Evaluating and reviewing the investigative file, including the investigative report and evidence;
- Conducting and overseeing the hearing process using a University-provided script, including supervising the conduct of any involved parties and their advisors and ensuring all parties have a fair opportunity to participate in the proceedings;
- Determining relevance of questions posed during cross-examination and credibility and relevance of information submitted before and during the the hearing;
- Drafting and issuing written determinations regarding responsibilities following the hearing in accordance with Title IX and University policy and procedures - specifically 106.45(b)(7) of the Title IX regulations. Written determinations are comprehensive and include the rationale, sanctions if applicable, and any remedial measures that may be implemented in accordance with applicable policies and procedures;
- Completing post-hearing paperwork as required;
- Employing a trauma-informed perspective when working with parties and witnesses during the process; and
- Serving as appellate decision-makers in accordance with current University policy and procedure, as needed.

All services are provided in collaboration with the Office of Access, Compliance, and Community's designee on scheduling and following established timelines for completing hearings and appeals.

Proposed Additional Services: Training Section XI, p.6 (cont'd)

ICS Specialists have provided certified Title IX, employment, and civil rights training to hundreds of Higher Education administrators, employees, Board members, students, and student-athletes since its inception. Training is provided in-person, live virtual, or on-demand/web-based. ICS regularly provides tailored trainings to institutions on a variety of topics that are practical, interactive, and customized to the unique needs of the institution. All trainings are designed to engage participants in active learning and facilitate discussions around legal requirements, rights, and responsibilities.

In providing training, ICS would 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.

ICS had the privilege of hosting a Title IX Advanced Symposium at the University during the summer of 2025.

Proposed Additional Services:

Informal Resolution Facilitator

Section XI, p.6 (cont'd)

ICS conducts as-needed Informal Resolution/Alternative Resolution Facilitator Services in matters involving violations of Title IX, VI, and VII, which includes but is not limited to:

- Facilitation of various forms of alternative dispute resolutions, including but not limited to mediation, arbitration, and restorative justice;
- Ensuring all services are consistent with Title IX and the University's Title IX policies and procedures;
- Conducting an initial caucus with each party, facilitate sessions and work with involved parties and their advisors, if appropriate, to find an agreeable resolution to the complaint; and
- If resolved, drafting and issuing the Informal Resolution Settlement Agreement to the parties and to the University. This includes working in consultation with the Title IX Coordinator to comply with all recordkeeping responsibilities and finalizing the informal process outcome, consistent with institution policy.

Regular reporting for these services will be provided to the OACC and/or Community's designee. This reporting and collaboration includes scheduling and following established timelines for completing informal resolutions, ensuring transparency and accountability throughout our engagement.

In addition to the comprehensive proposed services outlined in this proposal, ICS offers a suite of value-added services designed to strengthen institutional compliance, mitigate risk, and foster safe campus communities. These services allow GMU to benefit from ICS' broad expertise in civil rights compliance and higher education risk management and include Clery audits and training, interim Coordinator work, athletics compliance, and more.

Proposed Fee Structure

Section XII.B(5)(a), p. 9

ICS is committed to providing high-quality, responsive services that are both cost-effective and sustainable for our client partners. All services proposed under this RFP are offered at the same hourly rate, except for advisor support as noted, regardless of the specific service provided, ensuring transparency and predictability in budgeting.

ICS utilizes a case management model that includes a dedicated Case Manager who assists with day-to-day coordination and administrative tasks. This professional is trained in Title IX and related compliance matters, which allows our Specialists to focus on complex issues while maintaining efficiency and reducing overall costs to the institution. This model is utilized at the approval of the institution.

We are open to discussing and negotiating rates further to ensure alignment with the scope of services and institutional needs.

ICS Professional	Hourly Rate
Leadership/Senior Specialists	\$300
Specialists	\$290
Case Manager	\$150

Advisor support, if requested, is proposed at the hourly rate of \$275/hour, regardless of the ICS professional assigned.



Proposal Submitted on November 11, 2025 By:



Courtney Bullard
Founder and CEO
Institutional Compliance Solutions, LLC
711 Signal Mountain Road, #108
Chattanooga, TN 37405
chb@icslawyer.com



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: Institutional Compliance Solutions, LLC

Date: November 11, 2025

DBA:

Address: 711 Signal Mountain Rd., #108
Chattanooga, TN 37405

By: [Signature]
Signature

FEI/FIN No. 85-3160684

Name: Courtney Bullard

Fax No.

Title: Founder & CEO

Email: chb@icslawyer.com

Telephone No. 423-667-1838

SWaM certification
SWaM Certified: Yes: No: pending (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number:

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

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

This public body does not discriminate against faith-based organizations in accordance with the Governing Rules, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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: Institutional Compliance Solutions, LLC

Preparer Name: Courtney Bullard **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: SWaM Certification Pending 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: _____ SBSB Cert #: _____
 Contact Name: _____ SBSB Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____ SBSB Cert #: _____
 Contact Name: _____ SBSB 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: _____

SAMPLE INVOICE

Institutional Compliance Solutions, LLC
711 Signal Mountain Rd., #108
Chattanooga, Tennessee 37405
United States
423-667-1838

Institutional Compliance Solutions, LLC

George Mason University
George Mason University
Order No. PO XXXXX

Balance \$X,XXX.XX
Invoice # XXXXX
Invoice Date October 1, 2025
Payment Terms Due on Receipt
Due Date October 01, 2025

George Mason University

Securely pay online
<https://sampleinvoice.com>



Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
Date	XX	Activity Name	Activity Description	\$XXX.XX	X.X	\$XXX.XX
Date	XX	Activity Name	Activity Description	\$XXX.XX	X.X	\$XXX.XX
Date	XX	Activity Name	Activity Description	\$XXX.XX	X.X	\$XXX.XX
Date	XX	Activity Name	Activity Description	\$XXX.XX	X.X	\$XXX.XX

Totals: X.X \$X,XXX.XX

Time Entry Sub-Total:	\$X,XXX.XX
Sub-Total:	\$X,XXX.XX
Total:	\$X,XXX.XX
Amount Paid:	\$0.00
Balance Due:	\$X,XXX.XX



INSTITUTIONAL COMPLIANCE
SOLUTIONS

711 Signal Mountain Road, #108 |
Chattanooga, TN 37405
423-667-1838 | icslawyer.com |
chb@icslawyer.com

ATTACHMENT A
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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: Institutional Compliance Solutions, LLC

Preparer Name: Courtney Bullard **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: SWaM Certification Pending 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: _____ SBSB Cert #: _____
 Contact Name: _____ SBSB Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB 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: Institutional Compliance Solutions, LLC

Date: November 11, 2025

DBA:

Address: 711 Signal Mountain Rd., #108
Chattanooga, TN 37405

By: [Signature]
Signature

FEI/FIN No. 85-3160684

Name: Courtney Bullard

Fax No.

Title: Founder & CEO

Email: chb@icslawyer.com

Telephone No. 423-667-1838

SWaM certification
SWaM Certified: Yes: No: pending (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number:

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

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

This public body does not discriminate against faith-based organizations in accordance with the Governing Rules, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.