



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

**STANDARD CONTRACT  
 GMU-DR0709-25-10**

This Contract entered on this 20th day of May, 2026 (Effective Date) by Terry-Todd Consulting LLC hereinafter called “Contractor” (located at 233 Pinecrest Street, Davidson, NC 28036) and George Mason University hereinafter called “George Mason,” “Mason,” or “University”.

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

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

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

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

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

**III. PERIOD OF CONTRACT:** Two (2) years from the Effective Date with four (4) successive two-year renewal options.

**IV. PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. George Mason shall not be liable for any additional charges. Contractor shall not apply a rush emergency response surcharge during the term of this Contract.

<b>Terry-Todd Consulting LLC</b>	<b>Reduced Hourly Rate</b>
Investigators	\$300/hour
Decision-Makers/Hearing Officers/Appeals Officer	\$300/hour
Two Investigators	\$425/hour (see note)
Consulting Services (policy, case review etc.)	\$0- \$275/hour (see note)
Institution-appointed Advisor	\$250/hour
Informal Resolution (mediation/shuttle diplomacy)	\$275/hour
Informal Resolution (restorative justice)	\$300/hour
Interim Title IX Coordinator	\$250/hour (see note)
Intake/Logistics via Account Manager	\$0
Quality Assurance	\$0

**Two Investigators:** The discounted rate of \$425 shall apply when both investigators are present for joint interviews. Other work is split between the investigators and billed on an hourly basis. Contractor recommends the use of two investigators for sexual assault or complex cases, including those with multiple parties.

**Consulting Services:** Twelve (12) hours of free call-in consulting services in the first year, provided those engagements do not require a formal written deliverable. Call-in support can be used for case consultation, investigator/decision-maker coaching, policy or procedure questions, or strategic planning around complex matters. Free hours do not include work requiring a report or deliverables. Service hours beyond the Twelve (12) or requiring deliverables (such as a policy review, a draft MOU, or a memo regarding a policy interpretation etc.) will be billed at \$275/hour.

**Interim Title IX Coordinator:** Contractor’s standard rate is \$250/hour for interim work. This includes overseeing all tasks related to a report or complaint under the Title IX policy including intake, supportive measure recommendations, notice documents, dismissal decisions, personnel assignment, report review, and appeal management. Interim roles apply to other services including Deputies, Title VI Coordinator, and 504 Coordinator. Contractor can also offer on-site interim services depending on the timeframe.

Training Description	Time	Remote Rate	In-Person Rate
<b>In Person 1 Day Training</b> (Investigations, Decision-making, Coordinator, Clery Act, Annual refreshers, or mix and match modules selected by institution)	8 hours	N/A	\$7,000
<b>In Person 2 Day Training</b> (Investigations, Decision-making, Coordinator, Clery Act, Annual refreshers, or mix and match modules selected by institution)	16 hours	N/A	\$12,000
<b>In Person 3 Day Training</b> (Investigations, Decision-making, Coordinator, Clery Act, Annual refreshers, or mix and match modules selected by institution)	24 hours	N/A	\$16,000
<b>90-minute Remote Workshops</b> (including Annual refreshers, Case law/legislative updates, Institutional policy updates, Advanced topics, and Specialty topics)	1 hour delivery, w/ 30-minute Q&A or case study	\$2,000	N/A
<b>Remote Title IX Cohort Training (90 minutes, 9 months)</b> (guaranteed 9 sessions of remote workshops as outlined above).	9 hours	\$13,500	N/A

All in person programs include free printed training materials for up to 30 participants.

**Additional Incentives:**

- **Free quality assurance review on all deliverables**
- **Free intake and logistics for investigations and decision-making services**
- **12 hours of free call-in consulting in year one**
- **Printed and bound training manuals are included with all in-person training programs at no cost for the first 30 participants.**

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](mailto: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](mailto: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](mailto: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](mailto: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.

**Terry-Todd Consulting LLC**

Signed by:   
4AB54947E74946A...


Signature

Name: Ann Todd

Title: Founder & Principal

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-DR0709-25-10 with  
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Terry-Todd Consulting 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](http://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.

**Terry-Todd Consulting LLC**

Signed by:   
 4AB34947E74946A...

Signature

Name: Ann Todd

Title: Founder & Principal

Date: 5/21/2026

**George Mason University**

DocuSigned by:   
 E1DA89EA373640A...

Signature

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

**RESPONSE DATE March 20, 2026**  
**SECOND RESPONSE: April 14, 2026**

Ann Todd  
 Founder & Principal – [ann@terry-todd.com](mailto:ann@terry-todd.com)  
 Terry-Todd Consulting LLC  
 233 Pinecrest Street  
 Davidson, NC 28036

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

Dear Ann Todd:

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

1. Terry-Todd Consulting provided pricing based on the Title/Role, please verify if this pricing is applicable to both Investigative and Hearing Services? If you have different rates for Hearing Services, please provide those categories and rates at this time.

**Terry-Todd Consulting LLC Response: Since initially submitting the proposal, we have revisited our pricing differentiation by asking our senior investigators and decision makers to consider a reduced rate. See the chart below for updated rates and clarification of pricing for different services.**

**George Mason’s Response: Acknowledgement that Terry-Todd’s response to this negotiation point is provided in point number two (2).**

2. George Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution’s needs. We would like to request, if practicable, that your firm provide more granular pricing at a reduced rate for related services (in addition to Investigations and Hearings) including support 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.

Terry-Todd Consulting LLC	Submitted Pricing	Reduced Hourly Rate
Principal Investigator & Decision Maker	\$325/hour	SEE BELOW
Senior Investigator, Senior Decision-Maker, Informal Facilitator	\$325/hour	

Investigator, Decision-Maker	\$275/hour
Two Investigators (Principal/Senior & Investigator)	\$450/hour
Account Manager	\$0
Quality Assurance	\$0

**Terry-Todd Consulting LLC Response:** In response to Mason’s request for more granular and competitive pricing, Terry-Todd proposes a simplified external investigator/hearing officer rate of 300/hour for all investigation and hearing services, regardless of which listed consultant is assigned. This blended rate is lower than our originally proposed 325/hour for principal and senior-level work, eliminates multiple layers, and provides Mason a predictable, discounted rate for any investigator or decision-maker assigned under this contract. Principal Ann Todd will be the service provider and/or oversee work done by another team member. Pricing for two investigators (billed only at times both investigators are working together) has also been reduced.

In addition to Investigations and Decision-Making, other services are competitively priced below.

<b>Terry-Todd Consulting LLC</b>	<b>Submitted Pricing</b>	<b>Reduced Hourly Rate</b>
Investigators	\$325/hour	\$300/hour
Decision-Makers/Hearing Officers/Appeals Officer	\$325/hour	\$300/hour
Two Investigators	\$450/hour	\$425/hour (see note)
Consulting Services (policy, case review etc.)		\$0- \$275/hour (see note)
Institution-appointed Advisor		\$250/hour
Informal Resolution (mediation/shuttle diplomacy)	\$325/hour	\$275/hour
Informal Resolution (restorative justice)		\$300/hour
Interim Title IX Coordinator		\$250/hour (see note)
Intake/Logistics via Account Manager	\$0	\$0
Quality Assurance	\$0	\$0

The above rates apply to all report/complaint response services including Title IX, EEO, HR, and general student conduct. Additional notes on service pricing:

**Two Investigators:** The discounted rate of \$425 is used only when both investigators are present for joint interviews. Other work is split between the investigators and billed on an hourly basis. We highly recommend the use of two investigators for sexual assault or complex cases, including those with multiple parties. Two investigators can also reduce the timeline for completion.

**Consulting Services:** We propose 12 hours of free call-in consulting services in the first year, provided those engagements do not require a formal written deliverable. This call-in support can be used for case consultation, investigator/decision-maker coaching, policy or procedure questions, or strategic planning around complex matters. We view this as an investment in a strong, long-term partnership with Mason. Free hours do not include work requiring a report or deliverables. Service hours beyond the 12 or requiring deliverables (such as a policy review, a draft MOU, or a memo regarding a policy interpretation etc.) would be billed at \$275/hour.

**Interim Title IX Coordinator:** Our standard rate is \$250/hour for interim work. This includes overseeing all tasks related to a report or complaint under the Title IX policy including intake,



supportive measure recommendations,<sup>1</sup> notice documents, dismissal decisions, personnel assignment, report review, and appeal management. Interim roles apply to other services including Deputies, Title VI Coordinator, and 504 Coordinator. We can also offer on-site interim services depending on the timeframe.

Should a longer interim engagement be required, we would be open to a reduced rate if a set number of hours was guaranteed each month; for example, we can offer a 10% discount for ongoing interim services of 15 hours or more per week for at least two months.

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

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

**Terry-Todd Consulting LLC Response:** See above for a few but a more exhaustive list includes:

- Free quality assurance review on all deliverables
- Free intake and logistics for investigations and decision-making services
- Controlled costs for two investigators, limiting expense to only necessary paired times.
- Reduction of interim rate for guaranteed hours (negotiable)
- 12 hours of free call-in consulting in year one
- Multiple technology tools included in pricing, including
  - Zoom (used in investigations/hearings/call-in support)
  - Calendly (used in investigations/call-in support)
  - Otter.ai/Zoom (un-edited transcription services)
  - Microsoft products (for intake forms and client/party/witness secure file transfers)
- Printed and bound training manuals are included with all in-person training programs at no cost for the first 30 participants. The manuals are designed to be an on-going resource post program and include policy and legal excerpts, job aids and presentation content and notes.

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

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4. On Page 14 of 16 of your proposal, you have stated that there is a "Rush Emergency Response Surcharge" of 25% premium for pre-approved expedited turnaround. Please clarify how this fee will be applied (against the hourly rate, the total, etc.)? What constitutes an emergency and how would this surcharge be triggered?

**Terry-Todd Consulting LLC Response:** With standard cases, all inquiries from Mason will receive a response within 48 hours (our internal goal is within 24 hours) so that intake can begin promptly. In most matters, we anticipate that formal investigative or hearing work will begin within 5–10 days of intake, consistent with Mason's notice requirements, and we commit to meeting the timeframes set out in Policies 1201/1202 and related procedures, assuming materials are provided to us without undue delay.

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<sup>1</sup> For short-term interim assignments, we prefer that the implementation of supportive measures rest with a staff person at the Institution.

The rush/emergency response 25% surcharge is applied to the applicable hourly rate (e.g., Investigator or Hearing Officer) for the duration of services performed under the expedited timeline. The rush surcharge would apply in situations that do not match the assumptions listed above, such as when Mason requests that services begin immediately (same day/next day) and/or when the overall completion timeline must be shortened materially (typically under 30 days) from the standard policy-based expectations. It may also apply when the investigation/hearing officer is taking over mid-service from another provider or internal resource.

The rush/emergency response 25% surcharge may be avoided in situations in which multiple investigators (2 or more) can work simultaneously to complete the project and will be proposed when applicable during service assignment and intake.

**George Mason’s Response: George Mason University acknowledges and appreciates Terry-Todd Consulting LLC’s explanation regarding the circumstances under which the Rush Emergency Response Surcharge would be applied. The University also appreciates the commitment to standard response times and adherence to Mason’s policy-based timelines for investigations and hearings.**

**However, George Mason University will not utilize or approve the proposed 25% Rush Emergency Response Surcharge. As such, all services must be performed at the standard approved rates, regardless of requested start dates, anticipated timelines, or case transitions. Mason’s expectation is that the Offeror’s proposed rates are inclusive of the responsiveness and flexibility necessary to meet University policy requirements and operational needs.**

**Accordingly, Mason requests confirmation that this surcharge will not be applied during the term of the agreement.**

**Terry-Todd Consulting LLC Response:**

Terry-Todd Consulting agrees that the surcharge will not be applied during the term of the agreement.

- 5. Please provide a pricing sheet for training modules for both in-person and virtual sessions. Please include the cost of customized training sessions.

**Terry-Todd Consulting LLC Response: As noted in our proposal, we design training rooted in adult learning research, trauma-informed practices, and current Title IX/Clery requirements. We blend research and practice. Sessions are interactive, grounded in real scenarios, and tailored to the culture of each institution. All training is customized to the institution; we do not provide any true “off the shelf” programming.**

We can offer a variety of training programs, the majority of which are in person as we strongly prefer in-person delivery for any Title IX team compliance programs. (The price listed does not include travel costs. See answers to Question 7.) All in person programs include free printed training materials for up to 30 participants.

Training Description	Time	Remote Rate	In-Person Rate
<b>In Person 1 Day Training</b> (Investigations, Decision-making, Coordinator, Clery Act, Annual refreshers, or mix and match modules)	8 hours	N/A	\$7,000



selected by institution)			
<b>In Person 2 Day Training</b> (Investigations, Decision-making, Coordinator, Clery Act, Annual refreshers, or mix and match modules selected by institution)	16 hours	N/A	\$12,000
<b>In Person 3 Day Training</b> (Investigations, Decision-making, Coordinator, Clery Act, Annual refreshers, or mix and match modules selected by institution)	24 hours	N/A	\$16,000
<b>90-minute Remote Workshops</b> (including Annual refreshers, Case law/legislative updates, Institutional policy updates, Advanced topics, and Specialty topics)	1 hour delivery, w/ 30 minute Q&A or case study	\$2,000	N/A
<b>Remote Title IX Cohort Training (90 minutes, 9 months)</b> (guaranteed 9 sessions of remote workshops as outlined above).	9 hours	\$13,500	N/A

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

- Confirm you acknowledge and accept out-of-pocket expenses must be pre-approved by 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.

**Terry-Todd Consulting LLC Response: We acknowledge and accept that out-of-pocket expenses must be pre-approved by Mason and invoiced for reimbursement at cost. We also acknowledge that administrative costs are not reimbursable.**

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

- Confirm you acknowledge and accept that if travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. Price ranges are not permissible. 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.

**Terry-Todd Consulting LLC Response: All of our services are provided from outside a 50-mile radius. While we anticipate many of the services will be remote, we are willing and able to travel when necessary. As with out-of-pocket expenses, we understand travel will be reimbursed at cost after invoice. Travel expenses will be based on GMU policies and GSA rates and an estimate can be provided based on these parameters at the time the service is requested.**

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

- 
8. Will Terry-Todd Consulting 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.

**Terry-Todd Consulting LLC Response: Yes. This step is built into the Terry-Todd Consulting business model via our Account Manager, is included with every service, and is always free.**

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

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9. 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?

**Terry-Todd Consulting LLC Response: Yes. This step is built into the Terry-Todd Consulting business model as it ensures clarity of expected deliverables. We do note that any changes requested must be mutually agreed upon (for example we will not change findings or take steps that fundamentally alter our investigative or decision-making work) and the hours needed for changes (other than errors or omissions caused by the investigator) are billable.**

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

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10. 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.

**Terry-Todd Consulting LLC Response: Yes. All Terry-Todd Consulting team members will abide by University policies including reporting prohibited conduct within 72 hours.**

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

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11. 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.

**Terry-Todd Consulting LLC Response: Yes. We take confidentiality and security very seriously and maintain the privacy of case and institutional information and utilize tools (including file transfer software and data storage tools) to secure electronic data. When necessary, we are also willing to consult with Mason IT staff to ensure we meet any institution-specific security requirements.**

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

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12. If there are any risks associated with an investigation or assessment, will Terry-Todd Consulting LLC agree to communicate these risks to George Mason in writing within 24 hours of discovery?

**Terry-Todd Consulting LLC Response:** Yes. While we believe in keeping some silos to allow the Coordinator to remain neutral, we are in regular contact with Mason regarding potential risks and agree to communicate identified risks in writing within 24 hours of discovery. Examples include student-of-concern issues, potential escalations, adjustments to supportive measures, additional alleged violations, media attention, and/or threats of legal action.

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

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

**Terry-Todd Consulting LLC Response:** Yes. Our business model anticipates fluctuation of service requests and can scale up or down to meet needs. We are not reliant as a business on any specific guarantee of hours from Mason.

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

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14. 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.

**Terry-Todd Consulting LLC Response:** Yes, we confirm we will not add additional terms and conditions to our Statement of Work or quote. Our statement of work is utilized to clarify assigned work, deliverables, deadlines, and, when possible, estimate cost. We understand billable work will not begin until a PO is issued and all work will be governed by the negotiated terms of Contract GMU-DR0709-25.

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

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15. If awarded a contract, do you acknowledge, agree and understand that all invoices must come from and be payable to Terry-Todd Consulting LLC? George Mason will not accept invoices from subcontractors (this includes 1099 firms/consultants). Terry-Todd would act as the prime contractor in all instances and be responsible for any subcontracted work/consultants.

**Terry-Todd Consulting LLC Response:** Yes. All invoices and payments will come from and be payable to Terry-Todd Consulting LLC. Any consultants would in turn be paid by Terry-Todd Consulting, not Mason.

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

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16. Terry-Todd Consulting LLC maintains a 30-day retention period for all case files and related documentation. Please confirm that, prior to any file destruction, you will provide written verification that George Mason has received all required documents.

**Terry-Todd Consulting LLC Response: Yes. We will ensure confirmation from Mason prior to any file destruction.**

**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, appearing to read "Davena Reynolds". The signature is written in a cursive style with a large initial "D".

Davena Reynolds, MBA, VCO, VCCO  
Senior Buyer  
[dreyno3@gmu.edu](mailto: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.

**TABLE OF CONTENTS**  
**GMU-DR0709-25**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>I.</b>	PURPOSE	4
<b>II.</b>	PURCHASING MANUAL/GOVERNING RULES	4
<b>III.</b>	COMMUNICATION	4
<b>IV.</b>	FINAL CONTRACT	4
<b>V.</b>	ADDITIONAL USERS	4
<b>VI.</b>	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	5
<b>VII.</b>	SWaM CERTIFICATION	5
<b>VIII.</b>	SMALL BUSINESS SUBCONTRACTING PLAN	5
<b>IX.</b>	PERIOD OF PERFORMANCE	5
<b>X.</b>	BACKGROUND	5
<b>XI.</b>	STATEMENT OF NEEDS	5
<b>XII.</b>	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	6
<b>XIII.</b>	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	9
<b>XIV.</b>	CONTRACT ADMINISTRATION	9
<b>XV.</b>	PAYMENT TERMS/METHOD OF PAYMENT	9
<b>XVI.</b>	SOLICITATION TERMS AND CONDITIONS	10
<b>XVII.</b>	RFP SCHEDULE	12
<b>ATTACHMENT A</b>	SMALL BUSINESS SUBCONTRACTING PLAN	13
<b>ATTACHMENT B</b>	STANDARD CONTRACT	15
<b>ATTACHMENT C</b>	SAMPLE INVOICE FORMAT	27

- 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](http://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](mailto: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:

<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
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 SBSB 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](mailto: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 10<sup>th</sup> 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 20<sup>th</sup> 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](mailto: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](mailto: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.**

<b>RFP Schedule (Subject to Change)</b>	
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
<b>Proposal Submission Deadline (Bonfire ONLY)</b>	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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Instructions**

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

**Section A**

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

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

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

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

**Subcontract #1**

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

**Subcontract #2**

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

**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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



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

**ATTACHMENT B – STANDARD CONTRACT**

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

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

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

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

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

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

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

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

*Negotiated price schedule will be inserted here.*

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

**VI. METHOD OF PAYMENT:** *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to [acctpay@gmu.edu](mailto: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](mailto: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](mailto: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](http://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](mailto: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



# PROPOSAL

**GMU – DR0709-25**

**Civil Rights Investigation Services**

**Submitted Electronically to:**

George Mason University  
4400 University Drive, MS 3C1  
Fairfax, VA 22030

**Submitted by:**

Terry-Todd Consulting, LLC  
233 Pinecrest Street,  
Davidson, NC 28036  
704-651-3089  
Inquiries@terry-todd.com

**Submitted:** 11/11/2025



## Table of Contents

<b>Cover Letter</b> .....	Introduction iii
<b>Executive Summary</b> .....	Introduction iv
<b>Qualifications and Experience</b> .....	1
a. Company Background and History .....	1
b. Key Personnel.....	1
c. References.....	3
<b>Methodology</b> .....	4
a. What and When Services will be Performed .....	4
a. How Services will be Performed .....	4
b. Demonstrated Approach and Knowledge .....	5
External Investigator.....	7
Hearing Officer.....	9
Training.....	11
Informal Resolution Facilitator.....	13
Additional Services .....	13
<b>Proposed Pricing</b> .....	14
a. Hourly Rates.....	14
Other Direct Costs.....	15
b. Sample Invoice.....	15
Independent Contractor Compliance Statement.....	15
<b>Conclusion</b> .....	16
<b>Appendix A: WINDOW Infographic</b> .....	Appendix i
<b>Appendix B: Research Bibliography</b> .....	Appendix ii
<b>Appendix C: Consultant Resumes</b> .....	Appendix iv
<b>Appendix D: Procedural Information</b> .....	Appendix xiv
Acknowledgements .....	Appendix xiv
Cover Page.....	Appendix xv
Addenda .....	Appendix xvi
Attachment A.....	Appendix xvii
WOSB Status .....	Appendix xix
Sample Invoice .....	Appendix xxii
<b>Appendix E: Cross-referenced Statement of Needs</b> .....	Appendix xxiii



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

November 11, 2025

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

Dear Ms. Reynolds,

It is a privilege to submit this proposal for Civil Rights Compliance Investigation Services (GMU-DR0709-25) on behalf of Terry-Todd Consulting, LLC, a consulting firm dedicated to helping colleges and universities resolve civil-rights complaints that are thorough, timely, and trauma-informed.

***Terry-Todd Differentiators***

**Rooted in research:** Our work is rooted in research and practice. We draw on peer-reviewed studies in trauma, memory, and cognitive interviewing, as well as the latest federal guidance, to shape our investigations, structure our hearings, and ground our findings.

**Professional Excellence with Personal Touch:** We uphold the highest professional standards while fostering a personable, non-adversarial work environment. Our consultants bring both legal expertise and hands-on experience, striking the ideal balance between procedural precision and human-centered understanding. We bring empathy while maintaining investigative rigor.

**Proven Track Record:** Ann Todd founded Terry-Todd Consulting, LLC in early 2025, after more than a decade of independent Title IX practice in which she personally led over 100 complex investigations, facilitated hearings, and authored numerous written determinations. She is also an in-demand trainer in these subject areas. The extended team at Terry-Todd Consulting brings additional decades of combined experience—in the classroom, in the courtroom, and on campuses nationwide.

We would be honored to serve George Mason as an external decision-making and investigation partner, supporting the University's commitment to a safe, inclusive, and equitable community. We take no exceptions to the RFP's terms and conditions, and I am duly authorized to submit and bind Terry-Todd Consulting, LLC to any resulting agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ann Todd', is positioned below the text 'Respectfully submitted,'.

Ann Todd, Esq. Founder and Principal  
Terry-Todd Consulting, LLC  
[ann@terry-todd.com](mailto:ann@terry-todd.com)  
704-651-3089



## Executive Summary

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*“EVERY PARTNERSHIP IS AN OPPORTUNITY—TO RAISE THE STANDARD, CHALLENGE OURSELVES,  
AND MAKE CAMPUS COMMUNITIES SAFER, ONE CASE AT A TIME.”*

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### Who We Are

Terry-Todd Consulting, LLC is a boutique firm providing higher-education civil rights consulting, investigations, decision-making, and training. Our team—attorneys and veteran higher-education administrators—combines legal precision with empathy and a deep understanding of campus life. We build safer, more inclusive, and compliant campus environments through our partnerships.

### Why Mason

George Mason University’s size, complexity, and diversity demand nuanced civil rights support. Our principal consultant’s prior experience conducting Title IX and civil rights investigations for GMU, in addition to projects for other Virginia institutions, means we already understand Mason’s culture, OACC objectives, and campus protocols. This allows for immediate, seamless integration and effective collaboration from day one.

### Our Proposal

GMU seeks a partner capable of managing the full lifecycle of civil rights complaints—investigation, hearing, appeal—and to deliver high-quality training. We stand ready to fulfill these needs by offering:

1. **Independent investigation** of alleged GMU policy violations (Title VI, Title VII, Title IX, ADA).
2. **Hearing and appeals officers** for administrative proceedings.
3. **Civil rights compliance training** for faculty, staff, and administrators.
4. **Informal resolution services** in varied, campus-appropriate formats.

### Our Approach

We approach our work via:

- **Prompt, Transparent Communication and Collaboration:** Early case-planning meetings establish shared expectations, while ongoing communication ensures that GMU stakeholders remain informed at each key decision point.
- **Federal, State, and Institutional Compliance:** As higher education law specialists, federal and state compliance—including Title IX—is second nature to us. This expertise allows us to seamlessly integrate GMU’s unique policies into our work, letting us focus fully on your campus’s needs rather than learning the basics.
- **Transparent Value:** Straightforward, competitive pricing with no hidden fees. Every engagement includes complimentary quality assurance reviews to ensure the highest standards.
- **Confidentiality and Privacy:** FERPA-compliant practices, secure technology, and rigorous record-keeping protocols safeguard the privacy and data of all parties, witnesses, and the institution.

### Contract Readiness

We’re fully registered with Virginia’s eVA system, with pending SWaM certification to be finalized within 90 days of award. Our team is ready to begin immediately and can handle the outlined caseload, including any contract renewals.



## Qualifications and Experience

### a. Company Background and History

*(XII.B.3.a. Background and brief history of your company).*

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*“WE BELIEVE EVERY INVESTIGATION SHOULD LEAVE AN INSTITUTION—AND OUR PROCESS—STRONGER THAN BEFORE. WE GET BETTER WITH EVERY INVESTIGATION BECAUSE WE REFLECT ON EACH ONE... WHAT WENT WELL AND WHAT ENHANCEMENTS TO MAKE FOR THE FUTURE.”*

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#### **Background Information**

Terry-Todd Consulting, LLC is a woman-owned higher education consulting firm founded in 2025 by Ann Todd, Esq. Ann launched the firm to offer specialized civil rights services tailored to colleges and universities, following more than a decade of Title IX and Clery Act consulting work for D. Stafford & Associates (DSA).

Before entering consulting, Ann served at her alma mater, Davidson College, where she conducted employment investigations and served as the Title IX Coordinator for employment matters. During her tenure with DSA, Ann completed multiple investigations for George Mason University as lead investigator or principal report editor. Her blend of campus experience, subject-matter expertise, and familiarity with Mason’s policies and practices allows Terry-Todd Consulting to integrate seamlessly with institutional expectations, reporting timelines, and procedural frameworks.

### b. Key Personnel

*(XII.B.3.b. Names... and experience of key personnel).*

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*“FOUNDED AND LED BY A WOMAN, OUR FIRM CHAMPIONS DIVERSITY AND INCLUSION—NOT JUST IN HIRING, BUT IN EVERY ASPECT OF OUR PRACTICE.”*

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#### **Diversity of Thought, Experience, and Background**

Terry-Todd Consulting intentionally builds teams that reflect the diversity of the communities we serve. Our consultants bring professional backgrounds from law, athletics, human resources, student affairs, and compliance, allowing us to assign professionals whose expertise aligns closely with each matter’s scope and complexity.

As a woman-owned business, we value diversity not only in professional expertise but also in lived experience. Our consortium includes consultants of different races, religions, genders, orientations, and generational perspectives—fostering empathy, bias awareness, and credibility across varied campus populations.

#### **Cost-Conscious, Flexible Model**

Our consortium operates on a lean model with two core professionals and a network of experienced independent consultants engaged on a project basis. Our for-profit firm operates with the ethos of a mission-driven nonprofit—committed to efficiency and value rather than volume. This is an ethos we have established for the team and will be regularly reinforced and reviewed. Our independent contractors are motivated to complete projects in a timely manner; the nature of our people means the projects will be completed well.

Each consultant operates under a standardized independent-contractor agreement that reinforces compliance, confidentiality, FERPA, and record-retention requirements. ([See Independent-Contractor Compliance](#)).



### Institutional Experience Portfolio

Our team has provided civil rights services to a range of higher education institutions:

- Large public research universities (R1 institutions)
- Historically Black Colleges and Universities (HBCUs)
- Native American-Serving Non-Tribal Institutions (NASNTIs)
- Community colleges and professional schools
- Elite private and special focus institutions

This range mirrors the diversity and complexity of Mason's own campus communities.

### Consultant Training

All consultants receive annual Title IX and Clery Act training and maintain specialized expertise through continuing education and professional certifications. Current training documentation will be provided for any consultant assigned to Mason prior to commencement of services or upon request.

### Consultant Resumes

Resumes for all consultants are included as [Appendix C](#).

### Principal Consultant and Team Leader

**Ann Todd, Esq.** Founder and principal of Terry-Todd Consulting, LLC, Ann is a licensed attorney, private investigator and certified Clery Compliance Officer. She has led or supervised hundreds of campus investigations involving discrimination, harassment, retaliation, and faculty-staff misconduct. Her approach integrates regulatory precision with the practical realities of academic settings.

With strength in investigations, coupled with a deep understanding of Title IX and other civil rights laws, comes strength in decision-making. Ann conducts hearings and makes findings based on a deep understanding of their purpose—to determine what evidence is relevant, and then based ONLY on the relevant evidence, determine whether the respondent is responsible or not responsible for a policy violation.

Ann will serve as Principal Consultant and Team Lead for this contract, providing direct oversight of investigative quality and case timeliness.<sup>1</sup>

### Account Manager and Consultant

**Richard Terry, M.B.A.** Richard is a member of Terry-Todd Consulting, LLC. He has worked at Davidson College for 37 years in both Student Affairs and Finance & Administration and will be joining Terry-Todd Consulting full time in 2026. He has a deep background in leadership, project management and administrative functions. As Account Manager, he manages case intake, logistics, scheduling, and budget tracking, ensuring transparency and coordination between Mason and Terry-Todd Consulting.

### Senior Consultant

**Shawnda Drummond** is a retired FBI agent and brings more than 20 years of law enforcement experience investigating federal violations including counterterrorism, counterintelligence, violent crimes, crimes against children, human trafficking, and hate crimes. Throughout her FBI career, she developed expertise in eliciting critical information from victims, witnesses, and subjects—contributing to the successful prosecution of numerous cases.

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<sup>1</sup> Terry-Todd Consulting recognizes that under current Title IX regulations, the same individual cannot serve as both investigator and decision-maker. Separate personnel will be assigned to maintain compliance and avoid any conflict of interest.



**Consultants<sup>2</sup>**

**Dick Cooke** - Recently retired Associate Director of Athletics at Davidson College with 28 years as Head Baseball Coach and extensive experience with NCAA compliance.

**Carley Dix, J.D.**, is currently in the Office of General Counsel at Davidson College as the Title IX/Section 504 Coordinator and Compliance Officer. Prior roles include an Equal Opportunity Officer at NC State University.

**Ellen Fiori** - Former Associate Director of Human Resources at Davidson College with over 30 years of HR experience. Ellen specializes in employment-related investigations and policy compliance.

**Maria Harder**- Currently Assistant Vice President of Human Resources and Director of Title IX Services at Nebraska Wesleyan University, with nine years in Title IX roles and a deep understanding of Clery Act compliance.

**Sharon Gooding, J.D.**, is the Associate Vice President of Institutional Equity, Equal Opportunity and Compliance at Duke, after five years leading the Office of Institutional Equity at TCU.

**Petula Sellars** - Retired Assistant Chief of Police with 21 years of law enforcement experience with both investigative and community relations experience.

**c. References**

*(XII.B.3.c. No fewer than three (3) references)*

The following institutions represent recent investigative and decision-making engagements by Terry-Todd Consulting. Contact information is current.

<p><b><u>University of North Carolina at Pembroke</u></b></p> <p><b>Contact:</b>  <b>Kaye Fraley, Assistant General Counsel</b>                  Phone: (910) 775-4336                  Email: <a href="mailto:kaye.fraley@uncp.edu">kaye.fraley@uncp.edu</a></p> <p><b>Dates of Service:</b>  <i>January 2025 - Present</i></p> <p><b>Description:</b>                  Multiple engagements including policy revisions, investigative services, hearing officer training, and on-going retainer support for case consultation and Clery.</p>	<p><b><u>Lenoir-Rhyne University</u></b></p> <p><b>Contact:</b>  <b>Leah Reynolds, Title IX Coordinator</b>                  Phone: (828) 328-7040                  Email: <a href="mailto:leah.reynolds@lr.edu">leah.reynolds@lr.edu</a></p> <p><b>Dates of Service:</b>  <i>February 2025 - April 2025</i></p> <p><b>Description:</b>                  Multiple engagements including investigations, decision-making and interim Title IX services.</p>
<p><b><u>Wentworth Institute of Technology</u></b></p> <p><b>Contact:</b>  <b>Beth Devonshire, General Counsel</b>                  Phone: (617) 989-4186                  Email: <a href="mailto:devonshireb@wit.edu">devonshireb@wit.edu</a></p> <p><b>Dates of Service:</b>  <i>January 2025</i></p> <p><b>Description:</b>                  Investigative and decision-making services.</p>	<p><b><u>Davidson College</u></b></p> <p><b>Contact:</b>  <b>Sarah Phillips, General Counsel</b>                  Phone: 704-894-2053                  Email: <a href="mailto:saphillips@davidson.edu">saphillips@davidson.edu</a></p> <p><b>Dates of Service:</b>  <i>February 2025 – May 2025</i></p> <p><b>Description:</b>                  Investigative services.</p>

<sup>2</sup> Categorizing personnel as “consultants” versus “senior consultants” is not related to their excellence or experience in their area of specialty. These personnel can serve as decision-makers, advisors, and trainers based on availability. They prefer to serve as co-investigators due to time constraints or preference.



## Methodology

### a. What and When Services will be Performed

*(XII.B.4.a. What and when services will be performed)*

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*“OUR MISSION IS SIMPLE: PROVIDE UNBIASED, RESEARCH-BASED GUIDANCE THAT BUILDS TRUST, ENSURES COMPLIANCE, AND EMPOWERS OUR PARTNERS TO THRIVE.”*

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Terry-Todd Consulting’s service delivery plan is grounded in a research-based methodology and fully aligned with George Mason’s Statement of Needs. Our processes for investigations, hearings and appeals, and training integrate legal compliance, trauma-informed engagement, and evidence-based decision-making.

We approach every service with the same guiding principles: neutrality, thoroughness, and procedural integrity.

#### Project Intake *(XII.B.4.g. Methodology ... case parameters and specific investigation plans)*

Within 24 hours of project referral, the Account Manager or Principal Consultant will contact OACC (or other designated GMU office) to schedule an intake meeting designed to:

1. **Define the Scope:** Confirm the applicable policies, based on type of discrimination and date of conduct.
2. **Assess Case Complexity and Sensitivity:** Identify potential conflicts, translation needs, accommodations, witness availability, publicity concerns or other case challenges.
3. **Timeline Development:** Collaboratively create based on university priorities and regulatory requirements.
4. **Resource Planning:** Identify resources needed, interview locations, and institutional support.
5. **Estimate Hours and Cost:** Provide a clear, up-front estimate consistent with the [Proposed Pricing](#) schedule to ensure fiscal transparency.
6. **Recommend Consultant Assignment:** Propose the consultant(s) best suited for the service based on subject matter, scheduling, and conflicts of interest.
7. **Location and Modality:** Determine whether services will be on campus or virtual; If on campus, consultants can be on site starting at 10:00 AM any day (see [Proposed Pricing](#) for travel costs).

This collaborative intake process ensures early alignment of expectations, promotes efficiency, and eliminates unnecessary cost escalation.

### a. How Services will be Performed

*(XII.B.4.a. How services will be performed)*

#### Working with OACC

Our investigation model mirrors GMU’s established process. We integrate smoothly with institutional practices by:

- Applying the same processes used by OACC internal investigators and partner offices.
- Utilizing institutional templates when requested or collaborating to adapt ours to align with Mason’s format.
- Coordinating with OACC staff and campus partners including HR, counseling, public safety, and legal.
- Respecting university communication preferences and timing constraints.
- Adhering to GMU’s IT security and record-retention standards.
- Remaining flexible to the academic calendar and scheduling priorities.
- Partnering with a current OACC investigator



Terry-Todd Consulting has prior experience supporting Virginia public institutions and understands the Review Committee process, transcript notation laws, and procedures governed by Va. Code § 23.1-800 et seq.

### **Fair, Neutral, and Unbiased**

Terry-Todd Consulting ensures fairness and neutrality at every stage of the investigative process. Key hallmarks of our process include:

- Standardized questioning through the WINDOW model
- Credibility analysis based on corroboration and consistency, not demeanor.
- Two-level quality review of reports and/or determinations.
- Transparent communication using clear, neutral language.

This ensures every participant is treated fairly and that all outcomes are defensible and procedurally sound.

## **b. Demonstrated Approach and Knowledge**

*(XII.B.4.b. Your approach to providing the services)*

### **Knowledge Base** *(XII.B.4.b.i. Demonstrated knowledge of Title IX...Title VI...Virginia law)*

- **Federal Law:** Our team possesses deep expertise in the federal laws and regulations that form the backbone of GMU's civil-rights compliance. We stay up to date with regulatory developments and guidance to ensure our methods remain current. We have completed investigations and/or served as decision-makers for cases involving *Title VI, Title VII, Title IX, the ADA & Section 504*.
- **Virginia Law:** We are equally well-versed in the Commonwealth's civil-rights and workplace mandates that apply to all state universities. We have familiarity with statutory requirements including 72-hour Review Committee notifications, Commonwealth's Attorney reporting, and equal-opportunity mandates under the Virginia Human Rights Act and Executive Order No. 1.
- **GMU Policies:** We have closely reviewed the university policies relevant to this engagement including *Policy 1201-Non-Discrimination, Policy 1202-Sexual and Gender-Based Misconduct and Other Forms of Interpersonal Violence* (and equally importantly Appendix A driving the procedures), *Policy 1204 - Prohibited Relationships with Students*, and *Civility in the Workplace (Policy 2.35)*.
- **Research:** Our approach draws on empirical research in trauma science, cognitive interviewing, and procedural justice. Interview protocols focus on safety, trust, participant voice, and contextual recall, while analytic methods emphasize corroboration and relevance. Our training programs are also research-driven via adult learning theory and content retention (See [Appendix B](#) for a selection of research).

Over the past decade, Ann Todd has served as lead investigator or decision-maker on a wide variety of student and employee matters at institutions across the country.<sup>3</sup>

### **Demonstrated Ability**

#### **Student (and intersectional) Case Sampling**

*(XII.B.4.b.ii. Demonstrated knowledge of trauma informed interview techniques)*

- **Quid pro quo:** Third-party report launched investigation of coach accused of relationship with student. Considered three theories—sexual assault (non-consensual), quid pro quo (unwelcome but consensual) and violation of consensual relationships policy (consensual and welcome).

---

<sup>3</sup> Additional details and references may be provided upon request for case samplings.



- **Dating violence:** Case involved strangulation and bondage by former dating partners and current members of same athletic team.
- **Pregnancy harassment and discrimination:** Student in social work program alleged harassment and discrimination (and failure to provide modifications) after she was dismissal from program and faculty reported her to DSS.
- **National origin (shared ancestry):** Students alleged harassment by faculty member for antisemitic social media postings.

### Employment Case Sampling

*(XII.B.4.b.iv. Demonstrated ability to assess data ... for relevancy and creditability)*

- **Disability discrimination:** Faculty member alleged discrimination on basis of disability in tenure denial decision, naming five respondents.
- **Race discrimination and retaliation:** Failure to hire case involving an adjunct and the dean of the medical school.
- **Delayed report sexual assault:** Anonymous complaint against university provost for sexual assault twenty years prior while working at a different institution.
- **Climate audit:** Investigation of police department leadership and protocols related to supervision, assignment, staffing, and policy enforcement.

### Decision-Making Sampling

*(XII.B.4.b.iii. Demonstrated ability to provide a fair, unbiased, and neutral findings)*

- **Hearing:** Decision-maker at hearing for complaints of disability harassment, disability discrimination, race discrimination, and retaliation by a student against a professor.
- **Appeal:** Served as appeals officer for Title IX case at law school.
- **Single-Investigator model:** Served as investigator and decision-maker for complaint of race and retaliation discrimination by a department chair against a dean.

### Training Course Creation Sampling (while at DSA)

*(XII.B.4.b.v. Demonstrated training or consulting work...)*

- Lead Author/Presenter—Tier 1 Title IX Coordinator: Law and Policy
- Lead Author/Presenter—Tier 2 Title IX Coordinator: Sex Discrimination Response
- Lead Author/Presenter—Tier 1 Title IX Investigator: Sex-Based Harassment Investigations
- Lead Author/Presenter—Tier 5 Title IX Investigator: Report Writing
- Lead Author/Presenter—Title IX Decision-Maker Training
- Lead Author/Presenter—Creating the Hearing Process

### Presentation Sampling

*(XII.B.4.b.v. Demonstrated training or consulting work...)*

- Keynote: **Civil Rights Compliance in 2025.** *NC Community Colleges Compliance Symposium. 2025.*
- Panelist: **Capturing Hate Crimes on University Campuses: Considerations for Public Safety and Security Officials.** *University of California Ethics, Compliance and Audit Symposium. 2024.*
- Keynote: **The Changing Compliance Landscape.** *Wisconsin Technical College Compliance Symposium. 2024.*



- Presenter: **“What is cis?” and Other Concepts I Don’t Understand and Why it Matters for Clery**. *National Association of Clery Compliance Officers Annual Conference*. July 2020. Virtual.
- Presenter (Plenary Session), **Clery and Title IX Implications of a Reported Hate Crime**. *College and University Police and Investigators Conference*. Washington D.C. 2019.
- Presenter (Concurrent Session and Micro-Session): **Title IX and VAWA 101: Everything HR Should Know But is Afraid to Ask**. *CUPA-HR Annual Conference*. Indianapolis. 2018.

These representative matters demonstrate the firm’s breadth of experience, capacity to navigate complex policy frameworks, and commitment to providing thorough, fair, and research-informed services. *(Additional case details and institutional references are available upon request).*

## External Investigator

---

*“CRITICAL TO OUR APPROACH IS THE PRINCIPLE THAT TRAUMA-INFORMED PRACTICES MUST SUPPORT, NOT SUPPLANT, NEUTRAL FACT-FINDING.”*

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### **Investigator Review** *(XII.B.4.c. Your methodology for objective case review and... comprehensive investigations)*

Upon assignment, the investigator undertakes a thorough review of the case: formal complaints, notice letters, and relevant institutional policies. The investigation plan incorporates legal, policy, and needs, including:

- Customization based on scope/challenges
- Evidence collection (documentary, testimonial, physical); time-sensitive retention actions
- Witness identification/scheduling to ensure completeness and avoid contamination
- Thorough, policy-driven analysis of each allegation

### **Notice and Communications** *(XII.B.4.e. Communication plan with the department)*

Dating back to *Goss v. Lopez*, proper “Notice” is an essential function of the formal complaint process for every type of student disciplinary case. Terry-Todd Consulting understands the investigator’s role in ensuring the continuation of proper notice to all parties. This may include communicating information to the institution if notice should be amended due to new information. It also includes proper “notice” for any meetings the parties are invited to attend.

- Initial invitations sent within 24–48 hours; customizable with institution’s templates/scheduling tools
- Written communications reiterate party rights, roles, and witness/evidence opportunities
- Extension and status notifications handled in writing with documented confirmations
- Weekly updates for OACC and real-time outreach for urgent or sensitive developments
- Post-report support and hearing prep upon request

This communication philosophy ensures George Mason receives timely updates while maintaining the neutrality and professionalism required in sensitive matters.

### **Investigative Steps** *(XII.B.4.d. Methodology for conducting investigations in a professional ... manner)*

Professional conduct is ensured through the following investigative steps:

- Systematic evidence collection and secure handling
- Interviews and follow-up interviews as needed



- Structured summary and evidence package preparation with clear PII protections<sup>4</sup>
- Procedural documentation, including interviews, site visits, and other methods used to gather evidence

**WINDOW Interview Model<sup>5</sup>** *(XII.B.4.h. Any other methods to execute the required services)*

Terry-Todd Consulting employs an internally created interview methodology called the WINDOW model, which integrates trauma-informed practices with rigorous fact-finding techniques:

- W Welcome:** Creating a safe, non-threatening atmosphere that encourages truthfulness
- I Introduction:** Establishing foundation, outlining process, and creating safeguards
- N Narrative:** Allowing uninterrupted initial account from each party and witness
- D Deep Dive:** Systematic follow-up questioning for clarification and element-based inquiry
- O Opposition:** Addressing inconsistencies and challenging evidence professionally
- W Wrap-up:** Comprehensive review and opportunity for additional information

Our methodology integrates trauma-informed practices (without conflating trauma with credibility), recognizing the neurobiological impacts of trauma on memory and communication.

**Deadlines** *(XII.B.4.g. Methodology for working with OACC to establish case parameters)*

Terry-Todd Consulting opened for business in January 2025, and in the first five months, Ann completed five investigations (In addition to other consulting work during the same time frame). Our 2025 track record and our flexible consortium model, demonstrate our capacity to meet the GMU volume outlined in the Q&A responses.

School	Case Type	Size	Calendar days from signed contract to submitted report(s)
<b>Institution 1 (Private, Special Focus)</b>	employee misconduct	21 witnesses 3 parties	25 days (1 report with findings)
<b>Institution 2 (Small Private)</b>	Title IX (employee/student)	11 witnesses 4 parties	19 days (1 report, dismissed before hearing)
<b>Institution 3 (Private, R2)</b>	Title VII (race/retaliation)	12 witnesses 2 parties	73 days <sup>6</sup> (2 reports, final with findings. No appeal)
<b>Institution 4 (Public, Mid-size)</b>	Title IX (employee/employee)	3 witnesses 2 parties	45 days (2 reports)
<b>Institution 5 (Elite Small Private)</b>	Title IX (student/student)	9 witnesses 2 parties	43 days <sup>7</sup> (1 report, parties moved to informal)

<sup>4</sup> We are familiar with GMU’s process for interview summary review with witnesses and parties.

<sup>5</sup> Additional information regarding the WINDOW model is included as [Appendix A](#).

<sup>6</sup> Given the scope of the case, the final report (analysis and determination of responsibility) was 77 pages and involved a dean and a department chair. The Evidence Packet contained 127 files with over 1000 pages of documentation. Reference available on request.

<sup>7</sup> Institution required recording and formal transcription as part of the process, causing some delay. Institution reported that due to the high quality of the report, they received the fewest notes from students ever and was the impetus for both parties to request informal resolution. Reference available on request.



### **Report Writing** *(XII.B.4.h. Any other methods to execute the required services)*

Our investigative reports demonstrate professional excellence through neutral, evidence-centered methodology that serves all stakeholders effectively. Our reports are specifically designed for the three critical audiences:

- Parties who need to see and process the relevant evidence.
- Decision-makers who require an organized report to streamline hearings.
- Appellate officers who can conduct meaningful review without re-investigation.

Each report includes:<sup>8</sup>

- Detailed procedural documentation demonstrating investigative methodology.
- Title IX reports that “fairly summarize relevant evidence,” while avoiding determinations.
- Comprehensive evidence appendices with proper organization.

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*“EXCELLENCE IN INTERVIEWING MEANS NOTHING WITHOUT AN EQUALLY EXCELLENT REPORT  
—AT TERRY-TODD CONSULTING, WE DELIVER BOTH.”*

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### **Confidentiality** *(XII.B.4.f. Methodology for maintaining confidentiality of all documents and information)*

Where possible, Terry-Todd Consulting utilizes the latest technology that could enhance and expedite an investigation. This includes automated transcription services<sup>9</sup>, secure scheduling systems, video conferencing and AI research and review tools. With technology comes privacy and data security concerns. Our AI tools are enterprise-grade with security controls and comply with FERPA, HIPAA, and applicable Commonwealth standards (no PII is entered into AI tools). Terry-Todd Consulting will defer to GMU’s requirements for data security, communication protocols and AI use, including consulting with OACC staff and/or legal counsel on privilege and disclosure issues when needed.

## **Hearing Officer**

*(XII.B.4.b.iii. Demonstrated ability to provide a fair, unbiased, and neutral findings)*

### **Decision-making Approach** *(XII.B.4.d. Methodology for conducting ...in professional and confidential manner)*

While investigators play a crucial fact-finding role, final determinations and remedies—issued by decision-makers—are where institutional liability and impact reside. Terry-Todd Consulting’s decision-makers serve as neutral, highly trained hearing and appeals officers who integrate legal expertise, compliance with GMU policy, and trauma-informed principles at every stage.

As with our investigations, the process begins with prompt, clear communication via the Account Manager. Our hearing officers can flexibly accommodate GMU’s scheduling and documentation requirements, including fast-turnaround hearings and appeals.

The key aspects to our decision-making include:

- **Safe space:** All parties are treated with respect, dignity and fairness for the duration
- **Composure:** Hearings can be stressful; our decision-makers maintain a calm, organized presence
- **Written determinations:** Defensible, digestible
- **Quality Assurance:** Secondary review of all determinations before issuance

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<sup>8</sup> Sample Investigative reports are available on request.

<sup>9</sup> Terry-Todd Consulting records interviews only if permissible and consistent with institutional policy or practice.




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*“EXCELLENCE IN HEARING ADMINISTRATION AND FINDINGS ISN’T OPTIONAL—  
IT’S WHERE FAIRNESS AND LEGAL COMPLIANCE MEET.”*

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**Comprehensive File Review** *(XII.B.4.g. Methodology for working with OACC to establish case parameters)*

Our officers conduct a full review of all materials, including:

- Evidence packets (directly related evidence and interview summaries)
- Final investigative reports ("fairly summarizes relevant evidence")
- Written party responses, when available

**Neutral Hearing Administration** *(XII.B.4.d. Methodology ...in professional and confidential manner)*

Our decision-makers serve as neutral, trained hearing officers and appeals officers. Tasks include:

- Overseeing the hearing with institutional script
- Making live relevancy determinations on advisor questions
- Reviewing relevant evidence and issuing findings (responsible or not responsible)
- Coordinating with University officials responsible for sanctions
- Adjudicating appeals with clear written rationales
- Ensuring proceedings align with Title IX regulations and institutional policy
- Providing all requisite paperwork to the institution

**Findings and Written Determinations** *(XII.B.4.b.iii. ... fair, unbiased, and neutral findings)*

Decision-makers must issue clear findings grounded in the preponderance of the evidence standard, with detailed written determinations suitable for parties, university staff, and external reviewers. Terry-Todd Consulting uses consistent methodology in drafting findings to ensure every determination is:

- Directly tied to institutional policy elements
- Clearly broken down per each allegation
- Free from bias or unwarranted credibility assumptions
- Written in plain language, easily understood by students, staff, and external bodies.
- Consistent with George Mason’s internal templates and procedures

This rigorous approach applies both to decision-making services and investigative engagements that require written findings. Whether a case includes no findings, recommended findings, or appealable findings—our work is tailored for institutional needs and policy requirements. Our ultimate goal is not just factual accuracy but equipping GMU with findings and reports that stand up to internal review, external audit, and litigation scrutiny. (See [Knowledge Base](#) for representative case samples; redacted written determinations available on request.)

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*“WE BRING THE SAME RIGOR AND CLARITY TO DECISION-MAKING AS WE DO TO INVESTIGATIONS—PROVIDING  
REPORTS AND RATIONALES THAT ARE DEFENSIBLE, TRANSPARENT, AND IMMEDIATELY ACTIONABLE.”*

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### **Appeals** *(XII.B.4.h. Any other methods to execute the required services)*

Effective appellate review is essential for institutional integrity and legal compliance in civil rights and sexual misconduct matters. Institutions often face litigation not at the initial decision, but at the appeal stage due to new procedural errors or misapplied standards. Terry-Todd Consulting brings unmatched diligence and neutrality to every appellate assignment, ensuring full alignment with George Mason University’s policies and the legal standards expected in higher education.

Our appeals process abides by the following principles:

- **Confine review strictly to the articulated appellate grounds and the case record**, ensuring appeals are not “second hearings” or re-litigation of the underlying facts.
- **Apply GMU’s timelines, policies, and notification requirements** with precision for fairness and compliance.
- **Deliver determinations with all requisite components**, including clear grounds analysis and rationale for outcome.
- **Maintain quality and consistency** across all policy domains, including Title IX, Title VI/VII, and other civil rights cases.
- **Uphold neutrality**, never substituting our own judgment for the original finding absent an established policy or process error.
- **Document each step**, providing written outcomes for transparency and defensibility.
- **Provide policy-recommended remedies**, such as remand for a new hearing when warranted, rather than imposing new outcomes beyond policy scope.

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*“APPEALS ARE A SAFEGUARD, NOT A SECOND CHANCE—  
WE ENSURE A FAIR REVIEW OF PROCESS AND COMPLIANCE WITH EVERY DETAIL.”*

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## **Training**

### *(XII.B.4.h. Any other methods to execute the required services listed in the scope of work)*

We design training rooted in adult learning research, trauma-informed practices, and current Title IX/Clergy requirements. We blend research and practice. Sessions are interactive, grounded in real scenarios, and tailored to the culture of each institution.

We understand that training services at GMU are secondary to investigative work and deployed on an as-needed basis (1-2 sessions annually per Q&A response). All listed programs are available but will be scheduled based on OACC priorities and institutional needs

#### **In-Person or Virtual Workshops (30-90 minutes)**

Mason’s approach to training matches ours—for seasoned Title IX professionals, training must be timely and specific, focused on industry updates, trends, best practices and legal changes. For this reason, we do not offer standard “advanced courses.” Instead we offer shorter, specific topics (that may be combined for half-day or full day programming). Customized training for Title IX teams and invested campus groups may be offered as needed or on a regular schedule.



<p><b>Sample “Advanced” Topics for Title IX Personnel</b></p> <ul style="list-style-type: none"> <li>▪ Case law and legislative update</li> <li>▪ Intimate Partner Violence: bondage and choking</li> <li>▪ Utilizing A.I. in investigative report writing: the good and the just bad</li> <li>▪ Related, Relevant and “Ruh Roh”: categorizing evidence for investigators</li> <li>▪ Media and Social Media: Privacy, confidentiality, and “speaking ones truth.”</li> </ul>	<p><b>Sample specialty topics for a broader audience</b></p> <ul style="list-style-type: none"> <li>▪ Civil Rights legal update for Board of Trustees</li> <li>▪ Legal update for coaching and athletics administration</li> <li>▪ Introduction to Title IX for Campus Partners</li> <li>▪ Anatomy of a Title IX Case: Workshop for student leaders</li> <li>▪ The Pregnant and Parenting Student</li> <li>▪ Minors on Campus: Policy and protocols</li> </ul>
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**In-Person Title IX and Equity Team Compliance Trainings**

For new or early career personnel, we offer a module-based approach to training Equity and Title IX Office teams to avoid excessive overlap of content. Courses can be designed by the institution, selecting the modules most beneficial to the population based on existing learning. The facilitator’s time can also be utilized effectively by scheduling different attendees for different modules. Base modules are as follows (timings are approximations)

**Module Courses**

<p><b>Coordinator and Team Training</b></p> <ul style="list-style-type: none"> <li>▪ Introduction to Civil Rights Compliance (4 hours)</li> <li>▪ Introduction to Title IX Law (4 hours)</li> <li>▪ Title IX--Prevention and Response (4 hours)</li> </ul>	<p><b>Investigations courses</b></p> <ul style="list-style-type: none"> <li>▪ Introduction to Title IX Investigations (1 hour)</li> <li>▪ Introduction to Civil Rights Investigations (1 hour)</li> <li>▪ Investigative Interviewing (4 hours)</li> <li>▪ Interviewing Practice (2 hours)</li> <li>▪ Report Writing (2 hours)</li> <li>▪ Investigations Tabletop Exercise (2 hours)</li> </ul>
<p><b>Decision-maker courses</b></p> <ul style="list-style-type: none"> <li>▪ Title IX Hearing Decision-making (3 hours)</li> <li>▪ Non-Hearing Decision-making (2 hours)</li> <li>▪ Decision-making for Appeals (2 hours)</li> </ul>	

Any of the above-listed programs may be customized for specific campus communities including: athletics, senior leadership, trustees, student leaders, community partners, resident advisors, counseling services, and campus safety.

Call us old-school, but our compliance courses and beginner classes come with printed training materials—providing an off-the-shelf resource manual for those that may benefit from it. A sample of training slides and workbooks are available on request.

We strongly prefer in-person training for any Title IX team compliance programs. While online training can be impactful (if utilizing instructional design for online delivery), we believe transferring in person to Zoom without digital learning expertise falls flat. We consider virtual learning to be an option for short workshops, case law update, or a Q&A regarding a policy change. We prefer annual compliance training be in person. It is just too important.



## Informal Resolution Facilitator

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

A seasoned Title IX Coordinator will admit that at the conclusion of a Formal Complaint process, regardless of the finding, you will still have two unhappy (and potentially angry) parties. No process can ensure a different outcome, but a well-conducted alternative resolution comes as close as anything we've seen.

We facilitate informal and alternative resolutions that emphasize accountability and repair. We partner with organizations that can provide restorative justice principles where appropriate. **Key services include:**

- Informal or alternative resolution facilitations utilizing a variety of modalities
- Virtual and in-person processes
- Assistance with proper notice
- Resolutions that include
  - individual directly harmed,
  - the person responsible, and
  - other affected community members
- Drafting of appropriate outcome documentation, in coordination with institutional process
- Assistance with proper recordkeeping

Ann Todd, Carley Dix and Sharon Gooding are trained to provide informal resolution options—Ann via shuttle diplomacy and indirect mediation; Carley and Sharon via formal mediation.

We do not treat informal resolution as a shortcut. Our facilitators are specialists who know when it is appropriate — and when it is not. This protects institutions from risk and provides parties with a process they can trust.

## Additional Services<sup>10</sup>

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

Terry-Todd Consulting is a full-service Title IX and civil rights firm serving higher education. Investigations and Decision-making are two of our primary services; however, we also provide additional services including:

- Interim assignments
- Consulting (including on-call consultation, website review and policy support)
- Institution-appointed advising

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<sup>10</sup> Details, pricing and samples for additional services are available on request.



# Proposed Pricing

## a. Hourly Rates

### Investigative, Decision-making and Consulting Hourly Rates

Terry-Todd Consulting bills on a transparent hourly basis consistent with the market rates. Our model is cost-conscious: we rely on experienced but streamlined teams and a strong internal review system to minimize duplication and overhead.

The proposed rates reflect Terry-Todd Consulting’s standard pricing for higher-education investigations. We recognize that each institution’s needs vary, and we are willing to discuss adjustments or alternative structures, within reasonable limits, to align with GMU’s budget parameters and scope of work.

### **PROPOSED HOURLY RATE: INVESTIGATION/DECISION-MAKING/CONSULTING**

Title/Role	Rate
<b>Principal Investigator and Decision-Maker</b>	\$325
<b>Senior Investigator, Senior Decision-Maker, Informal Facilitator</b>	\$325
<b>Investigator, Decision-maker</b>	\$275
<b>Two investigators (Principal/Senior and Investigator)</b>	\$450
<b>Account Manager</b>	\$0
<b>Quality Assurance</b>	\$0

All hourly rates are inclusive of administrative costs, technology tools, and internal quality assurance. No surcharges or hidden fees are applied.

- **Two investigators:** When two investigators are assigned, the “two investigators” rate is used only when both investigators are present for joint interviews. Pricing regardless of the investigator level. Remaining work is split between the investigators including report drafting, party communications etc. and billed at the specific consultant’s rate.
- **No Charge Account Manager:** As previously noted, the time of the Account Manager or associated tasks are not billed.
- **No Charge Quality Assurance:** All reports and deliverables are thoroughly peer or Principal Investigator reviewed prior to delivery at no additional charge.

### Cost Control Measures

Our lean consortium model and transparent pricing save institutions an average of 15–20% compared to traditional law-firm billing. We achieve these efficiencies through minimal overhead, clear scope agreements, and advanced technology that reduces administrative time.

- Limited overlap in work (other than interviews) when multiple investigators.
- Efficient use of technology to minimize administrative time.
- Clear scope agreements to prevent mission creep.
- Regular communication to ensure costs remain within expected parameters.



## Other Direct Costs

- **Airfare, Lodging, Mileage and Meals:** At cost or per diem at current GMU allowable/IRS rates. Travel-time not billed. Depending on schedule, estimates of 1-3 day on-campus time listed below.

Visit length	Hotel nights	Mileage or Flight/Ground	Hotel Total	Meals Total	Estimated Grand Total
1 day	1-2	\$548	\$175-\$350	\$80-\$120	<b>\$803-\$1018</b>
2 day	2-3	\$548	\$350-\$525	\$160-\$200	<b>\$1058-\$1273</b>
3 day	3-4	\$548	\$525-\$700	\$240-\$280	<b>\$1313-\$1528</b>

- **Transcription / Document Duplication:** Actual vendor costs only, no markup.
- **Administrative, Printing, or Mailing:** At cost, no markup.
- **Rush/Emergency Response Surcharge:** 25% premium for pre-approved expedited turnaround.

### Payment Terms

Invoices will be submitted upon completion of identified deliverables or at mutually agreed project milestones. Payment terms will follow the Virginia Public Procurement Act (§ 2.2-4347 et seq.) and the Prompt Payment Act (§ 2.2-4350 et seq.). Method of payment shall be as negotiated between GMU and Terry-Todd Consulting, consistent with university procurement procedures. No payment shall be due or work performed until a purchase order, task order, or written authorization has been issued by GMU. Invoices will clearly identify case name, services rendered, and staff involved for transparency and audit compliance.

## b. Sample Invoice

A sample invoice has been included in [Appendix D: Procedural Information](#).

## Independent Contractor Compliance Statement

Terry-Todd Consulting operates with a small network of independent consultants under written agreements consistent with the Virginia Public Procurement Act (§2.2-4300 et seq.). The firm retains full responsibility for all work performed and ensures that each consultant meets confidentiality, background-check, and training requirements and is paid within the 7-day prompt-payment window required by §2.2-4354. All services are delivered under the direction and accountability of Terry-Todd Consulting, LLC.

If additional consultants are later required, Terry-Todd Consulting will obtain GMU’s written consent before engaging the new personnel, in accordance with the RFP’s General Terms and § 2.2-4311 E of the Virginia Public Procurement Act.



## Conclusion

Terry-Todd Consulting, LLC, offers George Mason a unique combination of legal expertise, higher education experience, and scientifically grounded investigative methodology. Our proven record of timely, thorough investigations—conducted with the highest professional and ethical standards—makes us ideally positioned to serve George Mason’s Civil Rights Compliance needs.

We are committed to providing George Mason with investigations and adjudication services that not only meet all regulatory requirements but also serve the institution's values of integrity, respect, and community. Our trauma-informed, research-based approach ensures that all parties are treated with dignity while rigorous fact-finding supports fair and defensible outcomes.

We appreciate the opportunity to submit this proposal and affirm our understanding that any resulting contract shall be governed by GMU’s standard terms and the Virginia Public Procurement Act (§2.2-4300 et seq.). We look forward to the opportunity to serve George Mason University and appreciate your consideration of our proposal.

### Contact Information:

**Terry-Todd Consulting, LLC**

233 Pinecrest Street, Davidson, NC 28036

Phone: (704) 651-3089

Email: [inquiries@terry-todd.com](mailto:inquiries@terry-todd.com)

**Ann Todd, Esq.**

Founder and Principal

Phone: (704) 651-3089

Email: [ann@terry-todd.com](mailto:ann@terry-todd.com)



## Appendix A: WINDOW Infographic

# WINDOW Interviews the Terry-Todd Model

A **structured** yet **flexible** approach to campus administrative investigations

Talk less. And be more...

Open-minded

Empathetic

Patient



Developed based on psychology, academic research and a decade of investigative work in higher education, the **WINDOWS** model is a proven formula for eliciting information from parties and witnesses. Our methodology integrates trauma-informed practices without compromising investigative objectivity or fairness to all parties.



Terry-Todd Consulting  
Investigators are trained in the WINDOW model and use it in all investigations. Contact us today about providing investigative services.

(704) 651-3089  
[inquiries@terry-todd.com](mailto:inquiries@terry-todd.com)  
<https://terry-todd.com>



## Appendix B: Research Bibliography

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- Virginia Code § 23.1-806 (2024) – Reporting Acts of Sexual Violence.



## Appendix C: Consultant Resumes

Name	Title	Case Expertise
1. <b>Ann Todd, J.D.</b>	Principal and Team Lead	Investigations, Decision-making, Advising, Informal Facilitation, Consulting
2. <b>Richard Terry, MBA</b>	Account Manager, Consultant	Investigations, Decision-making, Advising
3. <b>Shawnda Drummond</b>	Senior Consultant	Investigations, Training, Consulting
4. <b>Richard “Dick” Cooke</b>	Consultant	Investigations, Advising
5. <b>Carley Dix, J.D.</b>	Senior Consultant	Decision-making, Informal Facilitation, Consulting
6. <b>Ellen Fiori</b>	Consultant	Investigations, Decision-making, Advising
7. <b>Sharon Gooding, J.D.</b>	Senior Consultant	Investigations, Informal Facilitation, Consulting
8. <b>Maria Harder, SPHR, SHRM-SCP</b>	Consultant	Investigations, Decision-making, Consulting
9. <b>Petula Sellars</b>	Consultant	Investigations, Advising

# Ann Todd, J.D.

## FOUNDER & PRINCIPAL

### Professional Summary

Ann Todd is the Founder and Principal of Terry-Todd Consulting, bringing over two decades of experience in higher education investigations, Title IX compliance, and civil rights law. A licensed attorney and certified private investigator, she has led hundreds of investigations involving student and employee misconduct, discrimination, and harassment. Ann is known for her research-rooted, trauma-informed approach to interviewing and analysis, ensuring fairness and consistency in every investigation. Her leadership emphasizes adult learning principles, institutional collaboration, and pragmatic compliance solutions.

### Key Experience

- **Founder and Principal, Terry-Todd Consulting (2025–Present)**  
Investigative services and training for colleges and universities across the U.S.; designs policies and protocols for Title IX, Title VII, and other civil rights compliance.
- **Senior Consultant, D. Stafford & Associates (2014–2024)**  
Conducted Title IX, Clery, and discrimination investigations for more than 40 institutions; drafted institutional policies and conducted national trainings. Call-in support consulting for client schools.
- **Associate Director for Employee Relations, Davidson College**  
Led internal investigations, oversaw policy development, and served as Title IX Deputy Coordinator for employees.
- **Attorney, Ferguson, Stein, Wallas, Adkins, Gresham & Sumter**  
Represented educators and employees in civil rights and employment discrimination cases.

*Frequent national presenter and keynote on a range of topics including investigative interviewing, hate crimes, the Clery Act, and Title IX.*

### Credentials

- Developer: WINDOWS Interview Methodology
- Certified Clery Compliance Officer
- Certified Facilitator—CCL 360° Assessment
- Co-Author of multiple articles in the *Journal of Clery Compliance Officers and Professionals*
- Author of multiple white papers for D. Stafford & Associates



### Education

#### A.B., Psychology

Davidson College

#### Juris Doctor

University of Nebraska  
College of Law

### Expertise

- INVESTIGATIONS
- TITLE IX
- CLERY
- HIGHER ED COMPLIANCE



#### Office:

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[ann@terry-todd.com](mailto:ann@terry-todd.com)

# Richard Terry, M.B.A.

## ACCOUNT MANAGER & CONSULTANT

### Professional Summary

Richard Terry is a seasoned higher-education administrator and leadership consultant with more than 30 years of experience in institutional operations, strategic planning, and student services. As the long-time Director of Auxiliary Services at Davidson College, he manages complex multimillion-dollar operations while fostering cross-campus collaboration. His expertise in Myers-Briggs facilitation, organizational leadership, and project management allows him to translate institutional goals into actionable, people-centered results. Richard's work emphasizes fiscal responsibility, stakeholder engagement, and mission-aligned leadership development.

### Key Experience

- **Director of Auxiliary Services, Davidson College (1995–Present):** Leads operations generating \$15 million annually, overseeing 100+ staff across dining, retail, conference, and hospitality services. Manages vendor contracts, strategic budgets, and stakeholder relations.
- **Assoc. Dean of Students & Dir. of Res. Life, Davidson (1989–1995):** Directed a \$4 million budget, launched capital projects, and implemented policy initiatives to enhance student success and campus accountability.
- **Director of College Placement, Charlotte Country Day (1983–1987):** Developed higher-education partnerships and individualized placement plans for students while teaching and coaching multiple sports.
- **Educator and Coach, Charlotte Country Day School (1981–1987):** Taught European History, Economics, and Current Events; served as advisor and athletic coach.

*Leadership Consultant and MBTI Facilitator for 35+ years; facilitates leadership development, team-building, and organizational assessment for academic and corporate clients.*

### Credentials

- Certified Myers-Briggs Type Indicator Facilitator (1989–present)
- Certified Green Dot “Bringing in the Bystander” Trainer (2014)
- Graduate, Center for Creative Leadership Program (2002)



### Education

**M.B.A.,**  
McColl School of Business,  
Queens University of  
Charlotte

**M.A. in Teaching,** University  
of North Carolina at Chapel  
Hill

**A.B., History,**  
Davidson College

### Expertise

- LEADERSHIP
- TITLE IX
- MYERS-BRIGGS



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# Shawnda Drummond

## SENIOR CONSULTANT

### Professional Summary

Shawnda Drummond, founder and principal of Monarch Polygraph, LLC, brings more than 20 years of law enforcement experience investigating federal violations including counterterrorism, counterintelligence, violent crimes, crimes against children, human trafficking, and hate crimes. Since retiring as an FBI Polygraph Examiner, she is now a licensed Polygraph Examiner and Private Investigator. Throughout her FBI career, she developed expertise in eliciting critical information from victims, witnesses, and subjects, leading to the successful prosecution of numerous cases. Building on her specialization in forensic interviewing, Shawnda has served as an instructor for the FBI in areas such as child forensic interviewing, crisis negotiation, human trafficking, polygraph techniques, hate crimes and child online safety. She has designed, organized, and delivered training programs for both law enforcement and civilian audiences across the United States and internationally.

### Key Experience

- **Owner, Monarch Polygraph, LLC (2024–Present):**  
Licensed Private Investigator and Polygraph Examiner in NC, providing polygraph services to law firms and local, state, and federal agencies. Trainer and instructor of polygraph, crisis negotiation to first responders, and interviewing and interrogation for law enforcement agencies and the private sector.
- **Special Agent, Federal Bureau of Investigation (2004 -2024):**
  - Supervisory Special Agent Polygraph Examiner and Acting Unit Chief: Served in positions of increasing responsibility: Directed strategic, operational and investigative actions as Supervisory Special Agent and Acting Unit Chief and subject matter expert at FBI Headquarters and Polygraph Unit;
  - Additional roles over her career including Coordinator of Human Trafficking and Civil Rights (2018-2020), North Carolina, Joint Terrorism Task Force Airport Liaison-NC (2016-2018), Crisis Negotiation (207-2021) and Crimes Against Children (2012-2016).
- **Credentials**
  - Certified Child Forensic Examiner
  - Certificate in Sex Offender Polygraph Testing
  - FBI Presentation Skills Course
  - FBI Instructional Strategies Course
  - Licensed Private Investigator in NC



### Education

**M.S., Biology**  
California State University  
Los Angeles, CA

**Certificate of Public Health  
in Maternal and Child  
Welfare**  
George Washington Univ.  
Washington, DC

**B.A., English, Minor in  
Spanish Literature**  
Washington University

### Expertise

- INVESTIGATIONS
- TERRORISM
- HATE CRIMES
- CRISIS NEGOTIATIONS
- HUMAN TRAFFICKING



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# Richard “Dick” Cooke

## CONSULTANT

### Professional Summary

Dick Cooke offers over three decades of experience in higher education and athletics administration. As a longtime head coach and athletics administrator at Davidson College, he brings an unparalleled understanding of compliance, student development, and institutional integrity. His leadership has focused on aligning athletic programs with federal and institutional civil rights requirements, ensuring fairness and consistency across programs. Dick’s collaborative approach and mentorship philosophy make him a trusted voice in campus investigations and athlete support systems.

### Key Experience

- **Associate Director of Athletics, Davidson College (2018-2025)**  
Directed compliance and student-athlete services, including oversight of NCAA compliance, student services and Title IX obligations.
- **Holistic Advisor, Davidson College (2018-2025)**  
Provided comprehensive advising services to student during critical first two years including academics, guidance, and wellness.
- **Head Baseball Coach, Davidson College (1990–2018)**  
Led program to NCAA tournament success and developed mentoring systems for students.
- **Chair, NCAA Baseball Rules Committee**  
Shaped national athletics policy, emphasizing integrity and safety.
- **Coach and Olympic Program Consultant, Team USA Baseball**  
Represented the U.S. internationally as coach including 2008 Beijing Olympics (Bronze Medal), 2007 World Cup Taiwan (Gold Medal), 2000 Sydney Games (Gold Medal).
- **Player, Boston Red Sox**

*Extensive experience delivering workshops, seminars, and educational programs to diverse stakeholder groups, communities, and teams.*



### Education

**M.S., Sports Management,**  
University of Richmond

**B.A., Journalism,** University  
of Richmond

### Expertise

- TITLE IX
- ATHLETIC  
COMPLIANCE



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# Carley Dix, J.D.

## SENIOR CONSULTANT

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### Professional Summary

Carley Dix is an experienced Title IX and Section 504 Coordinator, compliance officer, and educator with more than a decade of experience advancing civil-rights compliance in higher education. She currently serves as **Title IX Coordinator, Section 504 Coordinator, and Compliance Officer at Davidson College**, where she directs campus-wide implementation of Title IX, ADA, and related federal and state obligations. Carley is recognized for her ability to build trust across divisions, craft trauma-informed processes, and deliver high-impact training programs that support safe, inclusive learning and working environments. Her work integrates legal compliance, policy development, and proactive prevention through training and collaboration.

### Key Experience

- **Title IX & Section 504 Coordinator, Davidson College (2019– now):**  
Oversees institutional compliance with Title IX, ADA, Section 504, the Clery Act, Title VI, and Title VII. Manages response and resolution of sexual and interpersonal-violence complaints, provides supportive measures, facilitates informal resolutions, and ensures accessible processes for students and employees.
- **Equal Opportunity Officer, NC State University (2015–2019):**  
Investigated and mediated discrimination, harassment, and retaliation complaints under Title VII and the Equal Opportunity Policy. Conducted Title IX investigations involving sexual harassment, assault, and interpersonal violence.
- **University Debt Collection Hearing Officer, UNC System (2017–now):**  
Conducts hearings, evaluates evidence, and issues written determinations
- **Instructor, NC State University (2016–2019):**  
Taught *Foundations of Cultural Competence*, a diversity and intercultural-communication course.
- **Mediator and Intake Specialist, CMG Foundation (2014–2015):**  
Mediated custody, visitation, and child-support cases referred from juvenile and domestic-relations courts.

*Legal Internships and Clinic Experience: Disability Law Center of Virginia; University of Richmond Education Rights Clinic; American Bar Association Commission on Disability Rights.*



### Education

**Juris Doctor,**  
University of Richmond  
School of Law  
*Certificate in Family Law*

**BA Anthropology,**  
University of Florida (2010)

### Expertise

- TITLE IX
- SECTION 504
- CULTURAL  
COMPETENCE



**Office:**

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# Ellen Fiori

## CONSULTANT

### Professional Summary

Ellen Fiori is a strategic human resources leader with more than 30 years of experience across higher education, nonprofit, and corporate settings. Her expertise includes policy design, employee relations, investigations, and compliance alignment. Known for her ability to lead organizations through change, Ellen provides practical, human-centered solutions that maintain equity and institutional trust. She brings deep experience with Title IX, ADA, and workplace discrimination matters from an HR perspective.

### Key Experience

- Director of HR, Charlotte Independence (2019–Present):**  
 Oversees full HR operations and compliance for professional soccer club. Develops and enforces policies aligned with federal and state employment regulations, mitigating risk and ensuring compliance readiness. Advises executive leadership on employee relations, performance management, and organizational culture to drive engagement and retention.
- Director of Club Operations, Carolina Rapids (2010–2019):**  
 Oversaw daily operations for a large youth sports organization, including HR, compliance, and staff management functions. Implemented systems and policies to improve efficiency, compliance, and consistency across the organization.
- Associate Director of Human Resources, Davidson College: -**  
 Partnered with leadership to manage employee relations, recruitment, and compliance for faculty and staff. Conducted internal investigations, guided policy revision, and led diversity initiatives.
- Senior HR Project Manager, Wachovia Bank:**  
 Served in multiple HR leadership roles, including HR Business Partner, HR Technology Project Lead, and HR Policy Manager. Led integration of HR policies during corporate mergers.

*Experienced trainer in employee relations, cultural competency, and compliance alignment. Skilled facilitator in organizational development, conflict resolution, and leadership training.*



### Education

**BA in Industrial Relations**

UNC Chapel Hill

### Expertise

- INVESTIGATIONS
- ADVISING



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# Sharon Gooding, J.D.

## SENIOR CONSULTANT

### Professional Summary

Sharon Gooding combines legal expertise with a deep understanding of equity and inclusion in higher education. Over a 20-year career, she has directed institutional equity offices, mediated workplace disputes, and advised universities on ADA, Title VI, and Title IX compliance. Sharon’s leadership is marked by a balance of legal rigor and restorative justice principles, supporting both compliance and community well-being. She is known for strategic insight, empathy, and her ability to lead complex investigations with fairness and transparency.

### Key Experience

- **Associate Vice President, Duke University** (2025-Present)  
Leads Institutional Equity, Equal Opportunity and Compliance.
- **Director, Office of Institutional Equity, TCU** (2020–2025)  
Led investigations and resolution of all discrimination, harassment, and sexual misconduct reports under federal and state law.
- **Coordinator, Office of Diversity and Inclusion** (2019-2020)  
Developed training curriculums, led bias response team
- **Senior Equal Opportunity Specialist, Northern Arizona University**  
Conducted EEO and Title IX investigations and delivered training to staff, faculty, and administrators.
- **Attorney, Montgomery County Public Schools**  
Represented the district in discrimination, ADA, and equity matters.
- **Adjunct Faculty, multiple universities**  
Taught higher education law and cultural competency.

*Certified Mediator and Intercultural Development Inventory Administrator, specializing in cross-cultural investigations and training. Member of State Bar of California, Maryland and the District of Columbia.*

### Publications

- Gooding, S. (2016). “Dear White Teacher.... Instructional Strategies to Inform Pre-service Teachers Regarding Equitable Practices in the K-12 Classroom.” (pp. 43-57) and “Stop! Drop. And Roll... Tackling Racism, Social Justice Instruction.” (with Gooding, Jr., F., pp. 227-237). In R. Papa, D. Eadens and D. Eadens (Eds.), *Social Justice Instruction: Empowerment on the Chalkboard* (pp. 43-57). New York, NY: Springer.



### Education

**Juris Doctor**, University of New Mexico School of Law

**M.A., Education**, College of Santa Fe

**B.A., English Literature**, Trinity College

### Expertise

- TITLE IX
- INVESTIGATIONS
- EQUITY PROCESSES



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# Maria Harder, SPHR, SHRM-SCP

## CONSULTANT

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### Professional Summary

Maria Harder is an innovative HR and organizational leadership professional with more than 20 years of experience in higher education, corporate, and manufacturing settings. She is recognized for creating high-impact systems that integrate compliance, leadership development, and workforce strategy. Maria has served as both Assistant Vice President of Human Resources and Title IX Coordinator, combining strategic planning with human-centered leadership. Her approach emphasizes data-driven solutions, compliance, and employee engagement through effective communication and performance management systems.

### Key Experience

- Assistant Vice President of Human Resources & Director of Title IX Services, Nebraska Wesleyan University**  
 Leads all human resources functions for 475 faculty and staff; serves as Title IX Coordinator ensuring full compliance with federal and institutional equity standards. Developed policies, procedures, and training that achieved 90% campus completion in Title IX education.
- Director of Human Resources, Dakota State University**  
 Managed all university HR functions, employee relations, and federal reporting for 550 employees. Designed performance management and training programs that improved efficiency and reduced turnover below 7%.
- HR Manager and Payroll/HRIS Specialist, Sabre Communications**  
 Directed HR operations across five states, implemented electronic systems for payroll and safety, and led compliance reporting for OSHA, EEOC, and DOL.

*Experienced project leader for ACA implementation, HRIS modernization, and online performance systems. Recognized nationally for innovation. Frequent presenter and facilitator for HR, compliance, and leadership development programs.*

### Credentials

- MBTI Administrator
- “Managing Difficult Conversations” (University of Oklahoma)



### Education

**M.S., Strategic Leadership – HR Mgmt.**

Grand Canyon University

**B.S., Comm. Studies,**  
Wayne State College

**B.S., Business Mgmt.,**  
Wayne State College

**A.A., Human Resources,**  
Western Iowa Technical  
Community College

### Expertise

- TITLE IX
- CLERY
- INVESTIGATIONS



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# Petula Torain Sellars

## CONSULTANT

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### Professional Summary

A retired Assistant Chief of Police, Petula Sellars offers more than 20 years of experience in investigations, supervision, and community engagement. She specializes in trauma-informed interviewing and public safety program design. Petula’s work bridges law enforcement and higher education, where she brings investigative precision and emotional intelligence to Title IX and civil rights investigations. Her leadership is grounded in empathy, accountability, and transparent communication.

### Key Experience

- **Assistant Chief of Police, High Point Police Department**  
Directed investigative operations, leadership training, and community programs. Oversaw school resource officers. Responded to media during critical incidents.
- **Investigator, D. Stafford & Associates**  
Conducted Title IX and discrimination investigations for multiple universities.
- **Founder, Youth Leadership Academy and Angels in Blue**  
Programs designed to foster mentorship and civic engagement.

*Recognized with awards for leadership, supervision, and community service. Board member and mentor in multiple regional civic organizations.*

### Formal Training

- **Title IX Investigator Training (16 Hours)**  
*D. Stafford & Associates, Feb 2022*
- **Leadership High Point**  
*Chamber of Commerce, April 2020*
- **Law Enforcement Officers Management Program (440 Hours)**  
*North Carolina State University, June 2013*
- **Police Applicant Background Investigation (40 Hours)**  
*Institute of Police Technology and Management, June 2008*
- **General Instructor (80 Hours)**  
*Guilford County Community College, May 2007*
- **Field Training Officer Certification (40 Hours)**  
*Davidson County Community College, September 2005*



### Education

**B.A.S., Justice and Policy Studies,** Guilford College

**A.A., Criminal Justice,** Alamance Community College

**Graduate,** NC State University  
Administrative Officers Program

### Expertise

- **INVESTIGATIONS**



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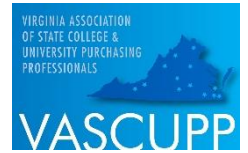
## **Appendix D: Procedural Information (Acknowledged and Attached)**

### **Required Documents**

- a. Return signed cover page and all addenda, if any, signed and completed as required.
  - **ATTACHED**
  - **Q & A ATTACHED**
- b. Return Attachment A - Small Business Subcontracting Plan.
  - **ATTACHED**
- c. Exceptions (if any) to George Mason's two-party contract, Attachment B.
  - **NO EXCEPTIONS**
- d. Any SOW or supplemental document George Mason may be required to sign. See section IV. Final Contract
  - **NO SUPPLEMENT**
- e. State your payment preference as required in Bonfire. (See section XIV.)
  - **Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account.**
- f. Answer the below questions with your proposal submission through Bonfire, as required.
  - Are you and/or your subcontractor currently involved in litigation with any party?
    - **NO**
  - Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
    - **NONE**
  - Please list all lawsuits that involved your firm or any subcontractor in the last three years.
    - **NONE**
  - In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.
    - **YES. I operated as an independent contractor under my own name, *Ann Todd*, until January 2025 when I created an LLC and now do business under *Terry-Todd Consulting, LLC*. The change reflects that I no longer do work primarily for other consulting companies and the growth of my business to include my own contractors.**
- g. Sample Invoice
  - **ATTACHED**



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.

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.

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: Terry-Todd Consulting LLC

Date: November 10, 2025

DBA:

Address: 233 Pinecrest Street
Davidson, NC 28036

By: [Signature]
Signature

FEI/FIN No. 332730721

Name: Ann Todd

Fax No.

Title: Founder & Principal

Email: ann@terry-todd.com

Telephone No. (704) 651-3089

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

SWaM Certification Number: Pending

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

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

## Addenda

### Public Q&A: GMU-DR0709-25

#### Number of Events

How many trainings would they like conducted annually and what types of specific trainings? What is the volume of investigations and hearings both reported and that have proceeded in the last year and last three years?

Initially, the ask for number of trainings would likely be one to two per year, geared towards ensuring internal training requirements for Title IX, Title VI/VII administrators (e.g., ongoing professional development training to maintain currency in these areas). On average, the Title IX team manages 10-20 investigations per year (approximately 3-5 of these would be ones we use an external investigator on). For Title VI/VII cases, approximately 15-25 investigations, with an average of 7-12 investigations outsourced. This number reflects more recent utilization of external investigators as we now have a larger staff of investigators than previously (thus, we keep more investigations internally). Approximately 3 years ago, there were fewer investigations in both Title IX and Title VI/VII on average, but approximately 80-85% of those investigations utilized external investigators.

Received and Reviewed.

A handwritten signature in black ink, appearing to read "An [unclear]".

## 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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Terry-Todd Consulting LLC

**Preparer Name:** Ann Todd **Date:** 11/11/2025

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

**Ann Todd will be the primary consultant. Assignment to other key personnel listed in the proposal will depend on case volume and will remain flexible to align with GMU's needs and case assignment schedules.**

#### 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:** Pending **Certification Date:** \_\_\_\_\_

**Terry-Todd Consulting is a new business. We applied for WOSB with the U.S. Small Business Administration. It is pending and waiting assignment to an analyst. The government shutdown has delayed processing.**

**We have also applied for SWaM certification via the VA Department of Small Business and Supplier Diversity. The application has been assigned to a Certification Officer but the review has yet to be completed. The full application for SWaM is included in this section.**

#### 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**

**Contact information for Independent Consultants listed below is via Terry-Todd Consulting.**

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

**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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



## WOSB Status

### WOSB Pending Notification from US Small Business Administration (Website Screenshot)

1

**Screening is complete; ready for process**

SBA User

09/11/2025

SBA has completed an initial screening of your application package 38756 and determined that it is complete and suitable for review. Your application is now in the processing phase and will be assigned to an analyst who will conduct a full assessment of eligibility. During processing, the analyst may identify a need for additional or clarifying information. Please continue to monitor email notifications from SBA and be responsive to requests for additional information to ensure timely processing of your application. If you have questions, please contact our help desk at 866-443-4110 or [certifications@sba.gov](mailto:certifications@sba.gov).

Note to Woman-Owned Small Business (WOSB) Program applicants: Your application has been determined to be complete. As of the date of this notice, your application has moved to pending status for the WOSB Federal Contract Program. The Small Business Search (SBS) tool will be updated to reflect this change within 24-hours. You may submit bids/offers on WOSB or based on your submitted application, EDWOSB set-asides while SBA completes a final determination on your certification. This is outlined fully in Title 13 CFR 127.504, [link here](#).

Tracking Id#: 841530  
 Last Updated On: Friday, October 3, 2025 at 1:48 PM

**Certification Review Process**

The steps below outline what you can expect through the application process.

- 1

**Submit Application**

Congrats on submitting your application! Submitting your application is the first major step.
- 2

**Pending Review**

Applications will be reviewed in the order in which they are received.
- 3

**Assigned**

A Certification Officer has been assigned to personally review your application.
- 4

**Review**

The Certification Officer will then review your application and check for any missing documents.
- 5

**Request for Additional Documentation**

If a decision cannot be made with the provided documents, you may be asked for more supporting documents.
- 6

**Decision**

A decision will be made.



SWaM Application

Page 1

Page 2

CERTIFICATION APPLICATION	
Tracking Number: 841530 <span style="float: right;">Application Status: Submitted</span>	
<b>General Information</b>	
Legal Business Name	Terry-Todd Consulting LLC
Trade Name	-
Federal EIN	332730721
Social Security Number	-
Physical Country	US
Physical Address	Davidson
Physical State/Province	NC
Physical City	Davidson
Physical Zip	28036
Is Mailing Address same as Physical address?	Yes
If your firm is already certified as a DBE or ACDBE outside of Virginia, then you will apply via the May 2024 interstate certification process. Is your firm already certified as a DBE or ACDBE outside of Virginia and applying via the May 2024 interstate certification process?	No
Is this business registered with eVA?	Yes
Is this business registered with the VA State Corporation Commission?	No
Is this business a franchise?	No
Business Website	https://terry-todd.com/
<b>Contact Information</b>	
Primary Contact Name	Ann Todd

Title	:	Founder and Principal						
Primary Business Phone	:	7046513089						
Business Fax	:	-						
Business Email	:	ann@terry-todd.com						
Is this contact a primary contact?	:	Yes						
Would you like to receive marketing emails from SBSBD?	:	No						
<b>Designations and Business type</b>								
Selected Designations								
<table border="1"> <thead> <tr> <th>Certification Types</th> <th>Designation Status</th> </tr> </thead> <tbody> <tr> <td>Women Owned</td> <td>Pending</td> </tr> <tr> <td>Economically Disadvantaged Women-Owned Small Business WOSB</td> <td>Pending</td> </tr> </tbody> </table>		Certification Types	Designation Status	Women Owned	Pending	Economically Disadvantaged Women-Owned Small Business WOSB	Pending	
Certification Types	Designation Status							
Women Owned	Pending							
Economically Disadvantaged Women-Owned Small Business WOSB	Pending							
Business Type	:	LLC						
<b>Ownership Details</b>								
Owner Full Name	:	Ann Caroline Todd						
Is Owner A Company?	:	No						
Ownership Percentage	:	100						
Ethnicity	:	White or Caucasian American						
Gender	:	Female						
Country	:	US						
Physical Address	:	233 Pinecrest Street						
Physical State / Province	:	NC						
Physical City	:	Davidson						
Zip / Postal Address	:	28036						
Owner title / position in business	:	Founder and Principal						
Owner's Email	:	ann@terry-todd.com						



Does this firm or any of its owners have more than 10% ownership in any other firm(s)?	:	No
<b>Tax Information</b>		
Number of Employees	:	0
Business Established Year	:	2025
Gross Receipt value in 2025	:	0
Gross Receipt value in 2024	:	0
Gross Receipt value in 2023	:	0
<b>NIGP Commodity Codes</b>		
Business Category	:	Consulting Services
Primary NIGP Code	:	91800
Primary Product Line / Service Description	:	CONSULTING SERVICES
<b>NIGP Commodity Codes - Other Code 1</b>		
Other NIGP code	:	91838
Other Product Line / Service Description	:	EDUCATION AND TRAINING CONSULTING
Geographic Marketing Locations	:	Statewide Virginia
Does your business accept charge cards?	:	No
<b>FOIA Exemption</b>		
Exemption Requested	:	No
<b>Corporation, LLC or LLP Details</b>		
Business Incorporated	:	2025
State	:	NC
Name of Registered Agent	:	Ann Todd

Physical Address of Registered Agent	:	233 Pinecrest Street
Physical City of Registered Agent	:	Davidson
Physical State/Province of Registered Agent	:	NC
Physical Country of Registered Agent	:	US
Physical Zip of Registered Agent	:	28036
Registered Agent's Phone Number	:	7046513089
<b>Affidavit Documents</b>		
Submission (10/03/2025)		
Affidavit	:	1759513795244-Affidavit.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 17:49:55)
<b>SWaM Documents</b>		
Submission (10/03/2025)		
Operating Agreement and any Amendments	:	Terry-Todd Operating-Agreement.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:15:44)
Certificate of Organization/Existence/Formation	:	Terry-Todd Articles of Organization 2025.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:04:42)
Articles of Organization and any Amendments	:	Terry-Todd Articles of Correction.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:04:53)
Proof of Identity	:	AT drivers license.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 13:48:56)
Proof of U.S Citizenship or Permanent Residency	:	Ann Todd Passport.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:13:02)
Resumes of owners and officers	:	Ann-Todd-USM-2601-Resume.docx (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:13:44)
Professional Licenses and Permits	:	NC Bar.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:34:24)
Proof of Contributions	:	Activity.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:37:47)

Proof of EIN	:	IRS 147C Letter EIN 2025.PDF (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:05:16)
Home State Certification	:	Certificate of Existence.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 09:39:54)
SBA WOSB/EDWOSB approval letter	:	SBA Pending.pdf (Uploaded By : Ann Todd[Business Owner] - 10/03/2025 13:49:10)
<b>Miscellaneous Documents</b>		
Submission (10/03/2025)		
No documents uploaded for this submission.		
<b>Swam Questionnaire Documents</b>		
Submission (10/03/2025)		
No documents uploaded for this submission.		



## Sample Invoice



# INVOICE

**Terry-Todd Consulting, LLC**  
 INVOICE #202506  
 PURCHASE ORDER # PO05664  
 DATE: 5/15/2025  
 CONSULTANT: Ann Todd

**TO:** [REDACTED]

**FOR:** Investigation of race/retaliation complaint

### TRACKED HOURS

Description	Start Date	Time	Description	Start Date	Time
Invite parties, review file	3/8/2025	0:47	Interview	4/11/2025	1:29
Prep, logistics, report shell	3/18/2025	0*	Draft report	4/14/2025	4:58
Prep, Interview	3/19/2025	3:30	Interviews, call w/ school	4/15/2025	7:10
Draft report, Interview	3/20/2025	4:48	Draft report	4/19/2025	7:12
Interview, draft report	3/24/2025	2:31	Report 1 review	4/20/2025	0*
Interview	3/25/2025	2:44	Call with school	4/23/2025	1:00
Interviews	3/26/2025	4:25	Finalize Report, send school	4/24/2025	3:06
Interview	3/27/2025	0:52	Interview, Draft Findings	5/7/2025	3:39
Interviews	3/28/2025	3:16	Draft Findings	5/8/2025	3:27
Communicate witnesses	3/31/2025	0:14	Findings review	5/9/2025	0*
Interviews	4/1/2025	2:00	Finalize findings	5/10/2025	3:51
Interviews	4/3/2025	1:39	Call with school, review docs	5/14/2025	1:58
Interviews	4/4/2025	2:23	<b>TOTAL</b>		<b>71:50</b>
Draft report	4/8/2025	4:31	* No charge for acct rep and review hours.		

### BILLING

Item	Qty	Rate	Amount
Employee Investigation	[REDACTED]	[REDACTED]	[REDACTED]

**Balance Due** [REDACTED]  
**DUE DATE (NET 30):** 6/15/25

**Remittance address for physical check payments:**

Terry-Todd Consulting, LLC  
 233 Pinecrest Street  
 Davidson, NC 28036



## Appendix E: Cross-referenced Statement of Needs

The following table cross-references each Statement of Needs item with its location in our proposal.

Statement of Needs	Corresponding Proposal Section	Brief Explanation of how addressed
<b>General Statement of Needs</b>		
<b>Contractor expertise &amp; scope – Investigative services, hearings/appeals, training; expertise in civil-rights</b>	<u>Company Background</u> <u>Key Personnel</u> <u>Methodology overview</u>	Team credentials and past cases across Title VI, VII, IX and ADA; outlines ability to provide investigations, decision-making, training and informal resolution.
<b>Investigations may include internal investigations and prompt initiation</b>	<u>Project Intake</u> <u>Investigative Steps</u>	Intake section describes contacting OACC within 24 hours, defining scope and timeline; investigator review lists planning, evidence collection and timing.
<b>Communicate with parties to schedule interviews/meetings</b>	<u>Notice &amp; Communications</u>	Proposal commits to sending invitations within 24–48 hours via scheduling tool, with notice of rights and deadlines.
<b>Collect and document evidence</b>	<u>Investigative Steps</u> <u>Investigator Review</u>	Evidence collection strategy and follow-up interviews are described; notes systematic gathering of documents, witness statements and retention of time-sensitive data.
<b>Summarize and deliver interview summaries promptly</b>	<u>Investigative Steps</u>	Proposal states that interview summaries are shared quickly with track-changes enabled for parties to review and correct.
<b>Provide fair, neutral, unbiased services</b>	<u>Fair, Neutral &amp; Unbiased Services Knowledge Base</u>	Emphasizes specialized training in bias recognition, procedural justice and evidence-based interviewing; mentions quality review to ensure neutrality.
<b>Employ a trauma-informed perspective</b>	<u>Fair, Neutral &amp; Unbiased Services WINDOW Interview Model</u>	Proposal explains the trauma-informed approach, WINDOW model and research on trauma and memory, ensuring sensitivity without compromising objectivity.
<b>Prepare evidence review packets and final investigative reports</b>	<u>Investigative Steps</u> <u>Report Writing</u>	Describes packaging of relevant evidence, organizing interview summaries with source/date, and producing final reports with appendices.
<b>Provide analyses and/or findings when requested</b>	<u>Findings &amp; Written Determinations</u>	Explains ability to write reports with or without findings, depending on institution’s policy; lists elements of policy violation and clear decisions.
<b>Apply same processes as internal investigators; collaborate with OACC</b>	<u>Working with the OACC</u> <u>Investigator Review</u>	States that the firm aligns with GMU templates and procedures, partners with OACC investigators and other offices (e.g., HR) to ensure consistency.
<b>Investigations aligned with partner offices’ policies (e.g., Employee Relations)</b>	<u>Working with the OACC</u> <u>Investigator Review</u>	Notes experience integrating with HR and other units and adapting methods to partner offices’ protocols.



Statement of Needs	Corresponding Proposal Section	Brief Explanation of how addressed
<b>Hearing Officer</b>		
<b>Hearing/appeals officers work with OACC to schedule hearings/appeals</b>	<u>Decision-Making Approach</u>	Proposal notes that decision-makers can be assigned quickly and work with OACC’s designee on timelines.
<b>Prepare by reviewing full investigative record</b>	<u>Comprehensive File Review</u>	Lists reviewing evidence packets, final report and party submissions before hearings.
<b>Ensure fair participation for all parties</b>	<u>Decision-Making Approach</u>	Emphasizes respectful, balanced proceedings and equal opportunity for parties to present evidence and questions.
<b>Conduct hearings using University-provided script; question parties; oversee cross-examination per Title IX regs</b>	<u>Neutral Hearing Administration</u>	States that hearings follow GMU’s script and require questioning investigators/parties, overseeing cross-examination and relevancy rulings.
<b>Make question-by-question relevancy determinations</b>	<u>Neutral Hearing Administration</u>	Explicitly notes making live relevancy determinations during hearings.
<b>Determine credibility and relevance of information</b>	<u>Neutral Hearing Administration</u>	Decision-makers evaluate credibility and relevance of evidence submitted before/during the hearing.
<b>Make findings based on pre-determined standard of review (responsible vs. not responsible)</b>	<u>Findings &amp; Written Determinations</u>	Outlines issuing clear written findings using the applicable standard (responsible/not responsible).
<b>Complete post-hearing paperwork</b>	<u>Findings &amp; Written Determinations</u>	Notes completion of all required paperwork and coordination with university officials for sanctions.
<b>Employ trauma-informed perspective during hearings</b>	<u>Decision-Making Approach</u>	Reiterates trauma-informed, respectful approach to parties and witnesses.
<b>Conduct appeals per university policy; uphold or remand decisions</b>	<u>Adjudicating Appeals</u>	Describes ability to serve as appeals officers, review cases, and issue determinations to uphold or remand outcomes.
<b>Additional Services/Training</b>		
<b>Provide informal resolution services; work with OACC to schedule</b>	<u>Informal Resolution Facilitator</u>	Explains offering shuttle diplomacy, mediation and restorative-justice facilitation; notes scheduling and notice handled with OACC oversight.
<b>Provide training on civil-rights and employment-related issues; work with OACC and partner offices</b>	<u>In-Person and Virtual Programs</u> <u>Topical Programs</u>	Lists module-based Title IX/EOP training courses, specialty workshops and custom sessions; notes collaboration with OACC and partner offices to tailor content and scheduling.

**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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Terry-Todd Consulting LLC

**Preparer Name:** Ann Todd **Date:** 11/11/2025

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

**Ann Todd will be the primary consultant. Assignment to other key personnel listed in the proposal will depend on case volume and will remain flexible to align with GMU's needs and case assignment schedules.**

**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:** Pending **Certification Date:** \_\_\_\_\_

**Terry-Todd Consulting is a new business. We applied for WOSB with the U.S. Small Business Administration. It is pending and waiting assignment to an analyst. The government shutdown has delayed processing.**

**We have also applied for SWaM certification via the VA Department of Small Business and Supplier Diversity. The application has been assigned to a Certification Officer but the review has yet to be completed. The full application for SWaM is included in this section.**

**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**

**Contact information for Independent Consultants listed below is via Terry-Todd Consulting.**

**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: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

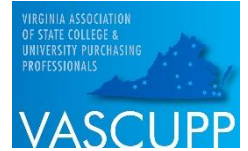
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_



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



REQUEST FOR PROPOSALS

GMU-DR0709-25

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

QUESTIONS/INQUIRIES: Submit all inquiries through George Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on October 21, 2025. All questions must be submitted through George Mason's Bonfire portal.

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.

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: Terry-Todd Consulting LLC

Date: November 10, 2025

DBA:

Address: 233 Pincrest Street
Davidson, NC 28036

By: [Signature]
Signature

FEI/FIN No. 332730721

Name: Ann Todd

Fax No.

Title: Founder & Principal

Email: ann@terry-todd.com

Telephone No. (704) 651-3089

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

SWaM Certification Number: Pending

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

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

## Addenda


### Public Q&A: GMU-DR0709-25

#### Number of Events

How many trainings would they like conducted annually and what types of specific trainings? What is the volume of investigations and hearings both reported and that have proceeded in the last year and last three years?

Initially, the ask for number of trainings would likely be one to two per year, geared towards ensuring internal training requirements for Title IX, Title VI/VII administrators (e.g., ongoing professional development training to maintain currency in these areas). On average, the Title IX team manages 10-20 investigations per year (approximately 3-5 of these would be ones we use an external investigator on). For Title VI/VII cases, approximately 15-25 investigations, with an average of 7-12 investigations outsourced. This number reflects more recent utilization of external investigators as we now have a larger staff of investigators than previously (thus, we keep more investigations internally). Approximately 3 years ago, there were fewer investigations in both Title IX and Title VI/VII on average, but approximately 80-85% of those investigations utilized external investigators.

Received and Reviewed.

A handwritten signature in black ink, appearing to read "An [unclear]".