



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

**STANDARD CONTRACT
 GMU-DR0709-25-11**

This Contract entered on this 20th day of May, 2026 (Effective Date) by Womble Bond Dickinson (US) LLP hereinafter called “Contractor” (located at 2001 K Street, Suite 400 South, Washington, DC 20006) and George Mason University hereinafter called “George Mason,” “Mason,” or “University”.

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

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

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

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

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

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

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

Investigators	Hourly Rate
Stephen Vaughan	\$450/hour
Sarah Ann Lannom	\$425/hour
Gerard M. Clodomir	\$425/hour
Zachary S. Buckheit	\$400/hour
Andreas Mosby	\$400/hour
Brian Castro	\$400/hour
Fariha Quasem	\$385/hour
David M. Palko	\$425/hour
Hearing Officers/Adjudicators	Hourly Rate
Stephen Vaughan	\$460/hour
Sarah Ann Lannom	\$425/hour

Gerard M. Clodomir	\$450/hour
Zachary S. Buckheit	\$400/hour
David M. Palko	\$425/hour
Legal Advice/Consulting Services	Hourly Rate
Stephen Vaughan	\$600/hour
Sarah Ann Lannom	\$500/hour
Gerard M. Clodomir	\$500/hour

If travel is required, it can only be invoiced on a reimbursement basis in accordance with George Mason's polices, <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.

Note: In the event GMU’s spend with Womble Bond Dickenson (US) LLP exceeds \$500,000 in a calendar year an additional 6% discount will be applied to the rates above.

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

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

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

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Negotiation Responses dated March 18, 2026 (attached);
- D. RFP No. GMU-DR0709-25, in its entirety (attached);
- E. Contractor’s proposal dated November 10, 2025 (attached).

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any George Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for George Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to George Mason upon request. George Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at George Mason's sole discretion. Contractor shall immediately remove any Personnel from George Mason's premises upon George Mason's request. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: George Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from George Mason, George Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to George Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. George Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the George Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present George Mason with all vouchers and records of expenses incurred and savings realized. George Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason within thirty (30) days from the date of receipt of the written order from George Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason or with the performance of this Contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days

after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
Purch1@gmu.edu
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to George Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract. George Mason is prohibited from agreeing to pay other parties' collection fees or attorney's fees and shall not pay Contractor's attorney's fees unless they are awarded against George Mason by a court of competent jurisdiction in the Commonwealth of Virginia.
- M. COMPLIANCE: All goods and services provided to George Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Virginia State Corporation Commission (SCC) registration, and Federal Export Administration Regulations. Any Contractor personnel visiting George Mason facilities will comply with all applicable George Mason policies regarding access to, use of, and conduct within such facilities. George Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and George Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to George Mason that its entering into this Contract with George Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to George Mason and must be continued without interruption and that, upon contract expiration, a successor, either George Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;

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

- V. FORCE MAJEURE: George Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of George Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from George Mason that such cause has occurred, Contractor agrees to directly refund all payments to George Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. FUTURE GOODS AND SERVICES: George Mason reserves the right to have Contractor provide additional goods and/or services that may be required by George Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to George Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: To the extent provided by the laws of the Commonwealth of Virginia, George Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Contract. The Contractor agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Contract. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require George Mason to indemnify, defend, or hold harmless Contractor for claims brought against 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.

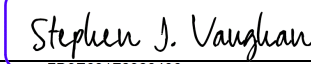
Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing George Mason access to Contractor's facilities to remove and destroy George Mason-owned assets 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.

Womble Bond Dickinson (US) LLP

Signed by:



Signature 7D3E631F2328496...

Name: Stephen J. Vaughan

Title: Partner

Date: 5/22/2026

George Mason University

DocuSigned by:


Signature E1DA89EA373640A...

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 5/20/2026

**Data Security Addendum for inclusion in GMU-DR0709-25-11 with
George Mason University (the “University”)**

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

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

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

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

Womble Bond Dickinson (US) LLP

Stephen J. Vaughan

Signature

7D3E631F2328496...

Name: Stephen J. Vaughan

Title: Partner

Date: 5/22/2026

George Mason University

DocuSigned by:
Clifford Shore

Signature

E1DA89EA373640A...

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 5/20/2026



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

March 18, 2026

Stephen J. Vaughan
Partner – stephen.vaughan@wbd-us.com
Womble Bond Dickinson (US) LLP
2001 K. Street, Suite 400 South
Washington, DC 20006

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

Dear Stephen J. Vaughan:

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. We noted that Womble Bond Dickinson provided labor rates per person and not per labor category (such as Hearing Officer, Investigator, Informal Resolution Officer, Training Coordinator, etc.). If there are different rates for the same category due to level of experience or education you can qualify similar categories by stating the Category is Senior, Junior, Level I, Level II, etc.

Womble Bond Dickinson (US) LLP Response: These discounted rates are based on a combination of seniority, experience, and depth of expertise, as it relates to the attorney's standard hourly rates. We do not band the attorneys by level but are open to considering any approach recommended by George Mason University.

George Mason's Response: George Mason acknowledges Womble Bond Dickinson's explanation. This negotiation point has been finalized.

2. George Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. We would like to request, if practicable, that your firm provide more granular pricing at a reduced rate for related services (in addition to Investigations and Hearings) including support services such as review of reports, documents etc. (work product that goes through an internal quality control/sufficiency review) and training services. Are there any additional financial or value-added incentives for George Mason that can be provided by your organization? We also request that you provide your most competitive rates for all categories/services at this time. Please note that this contract will be open for cooperative procurements, meaning that other state agencies, public institutions, etc. can utilize/ride the resulting contract potentially resulting in more engagements for your firm. Taking this into account, please provide a separate Excel attachment with reduced pricing.

Womble Bond Dickinson (US) LLP Response: Depending on George Mason University's needs, we are open to discussions about discounted pricing related to other types of services, including, for example, annual trainings for those employees who work in this area. In order to do so, it would be important to understand which services the University might be seeking to help determine if there are flat fee or other arrangements that would be beneficial to the institution. Otherwise, the rates quoted for the services are

significantly discounted to make them as affordable as possible while also providing a high-quality work product from experienced professionals.

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

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

Womble Bond Dickinson (US) LLP Response: Our firm hires carefully selected skilled and accomplished attorneys who provide services of the highest quality at a heavily discounted rate. Beyond the inherent value of this caliber of attorneys, the firm would consider an additional 6% discount should the services exceed \$500,000 in a calendar year.

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

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

Womble Bond Dickinson (US) LLP Response: Confirmed

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

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

Womble Bond Dickinson (US) LLP Response: Confirmed

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

6. Will Womble Bond Dickinson 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.

Womble Bond Dickinson (US) LLP Response: Yes

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

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

Womble Bond Dickinson (US) LLP Response: We do not understand this question. But we can assure George Mason that we will work cooperatively with it to provide high quality services while maintaining the appropriate level of independence, in George Mason's and the firm's best interests, as an outside firm engaged to provide non-legal services.

George Mason's Response: Thank you for your response. George Mason University appreciates the firm's commitment to cooperative engagement and to maintaining appropriate professional independence in the delivery of services.

For clarification, this question is not intended to compromise the firm's independence or professional judgment, nor does it apply to internal analyses, deliberate work product, or legal strategy. Rather, Mason's intent is limited to case-related materials or standardized questions that are prepared for

distribution to parties as part of an investigation, assessment, hearing, or appeal (e.g., written interview questions submitted in advance, notice templates, or other materials formally shared with participants).

Accordingly, Mason requests confirmation that such externally shared case materials, where applicable and appropriate, may be provided to the University in advance for administrative and policy compliance review only. This review is intended solely to ensure alignment with University policies and procedural requirements and does not extend to directing or influencing outcomes.

Womble Bond Dickinson (US) LLP Response: We appreciate the clarification and confirm our agreement. Womble Bond Dickinson (US) LLP acknowledges that George Mason University's request concerns only externally shared case materials for distribution as part of investigations, assessments, hearings, or appeals. We confirm these case materials may be provided to the University in advance for administrative and policy compliance review and to ensure alignment with University policies procedures, as applicable and appropriate.

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

Womble Bond Dickinson (US) LLP Response: We interpret this to mean reporting conduct that is not within the scope of the specific project assigned and agree to do so.

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

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

Womble Bond Dickinson (US) LLP Response: Yes

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

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

Womble Bond Dickinson (US) LLP Response: The meaning of this statement is unclear, specifically as it applies to the use of the term "risks." The firm agrees to promptly report concerning information to George Mason should it become aware of anything it deems a legal risk related to the services provided.

George Mason's Response: Thank you for your response. George Mason University appreciates the firm's willingness to promptly communicate information it deems to present a legal risk related to the services provided.

For clarification, the University uses the term "risks" broadly to include material legal, procedural, compliance, reputational, or operational concerns that could reasonably affect the handling, outcome, or defensibility of an investigation, assessment, hearing, or appeal conducted on Mason's behalf.

Accordingly, Mason requests confirmation that Womble Bond Dickinson (US) LLP will communicate such material risks to the University in writing, and as soon as practicable, but no later than 24 hours after discovery, to enable timely institutional awareness and response. This expectation is not intended to interfere with the firm's independent professional judgment or privileged analysis, but rather to ensure Mason is promptly informed of significant issues relevant to its decision-making and risk management.

Womble Bond Dickinson (US) LLP Response: We appreciate the clarification and confirm our agreement. Womble Bond Dickinson (US) LLP acknowledges George Mason University's expectations regarding the prompt written communication of material risks within 24 hours of discovery. We understand this requirement is to ensure timely institutional awareness and response, and we will strive to meet these expectations without compromising our independent professional judgment or analysis as providers of non-legal services. We further understand that this obligation does not apply to information already known or reasonably expected to be known to the University, specifically, information contained in a case file or information provided to University officials related to the matter at issue.

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

Womble Bond Dickinson (US) LLP Response: Yes

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

12. Confirm you will not add additional terms and conditions to any scope/statement of work (SOW), quote, or proposal issued to George Mason. George Mason should not be required to sign a separate SOW, quote, or proposal and each shall be limited to an outline or description of the work to be performed under each specific engagement. George Mason's issuance of a Purchase Order is considered confirmation of the engagement. All engagements issued under this agreement shall be governed by the negotiated terms of Contract GMU-DR0709-25.

Womble Bond Dickinson (US) LLP Response: Confirmed

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

13. Contract Exceptions:

- a. Exception 1: Paragraph X (Standard Terms and Conditions), Item Y: Indemnification (Page 20)
- o Womble Bond Dickinson: Remove this section.

George Mason Response: Mason would like to offer alternative language – *“To the extent provided by the laws of the Commonwealth of Virginia, Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Contract. The Contractor agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Contract. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless Contractor for claims brought against Contractor.”*

Womble Bond Dickinson (US) LLP Response: Agree to alternative language

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

- b. Exception 2: Paragraph X (Standard Terms and Conditions) Item CC. 2 Work Made for Hire (Page 37)
- o Womble Bond Dickinson noted this section is acceptable subject to the following clarification and George Mason's understanding and acknowledgment that court and regulatory filings are likely to become public documents and that WBD (US) maintains the right to use in other matters arguments and text similar or identical to those used in the work product for George Mason. Firm will not relinquish its rights to use its work as a starting place or precedent for future work for other clients – while preserving George Mason's confidences.

George Mason Response: George Mason University acknowledges Womble Bond Dickinson's request for clarification regarding the potential public nature of court and regulatory filings. George Mason also understands that the Firm may rely on general legal

arguments, templates, and non-confidential elements of its prior work in future matters for other clients. However, George Mason cannot accept any exception that diminishes its rights to exclusive ownership of the specific work product created under this contract or that permits reuse of Mason-specific, confidential, or proprietary information. All work produced for George Mason must remain the property of the University, and that Womble Bond Dickinson must continue to safeguard George Mason's confidential information in accordance with the contract. George Mason is willing to accept language confirming the Womble Bond Dickinson's ability to reuse its underlying legal knowledge, experience, and non-client-specific materials, provided that such use does not include or reveal any confidential or proprietary information belonging to George Mason University. Please revise the exception accordingly.

Womble Bond Dickinson (US) LLP Response: Confirmed

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

- c. Exception 3: Paragraph X (Standard Terms and Conditions) Item NN Subcontracts (Page 38)
 - o Womble Bond Dickinson cannot accept liability of the acts of a third party. We can, however, agree we would only authorize third party to act upon prior written approval and instructions by George Mason.

George Mason's Response: All contractors must remain liable for their subcontractors. We cannot accept this change. You did not list any subcontractors in Attachment A, so I'm not sure your concern is applicable to this clause. If you are intending to use subcontractors in this engagement, now or in the future, please disclose that intent at this time.

Womble Bond Dickinson (US) LLP Response: We do not intend to use subcontractors in this engagement now or in the future.

- d. Exception 4: Paragraph X (Standard Terms and Conditions) Item NN Subcontracts (Page 39)
 - o Womble Bond Dickinson wants the GMU team will need to keep this in mind when handling GMU's data - it cannot be leave the US.

George Mason's Response: Please clarify this statement.

Womble Bond Dickinson (US) LLP Response: This was meant as a note for our internal team

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

- e. Exception 5: Paragraph X (Standard Terms and Conditions) Item QQ.3. University Data Security (Page 40)
 - o The word "Contractor" is misspelled.

George Mason's Response: Acknowledged and corrected.

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

Regards,



Davina Reynolds, MBA, VCO, VCCO
Senior Buyer

dreyno3@gmu.edu



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



REQUEST FOR PROPOSALS
GMU-DR0709-25

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

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

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

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

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

Name and Address of Firm:

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

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

SWaM Certification Number: _____

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

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

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

OFFEROR PROPOSAL SUBMISSION CHECKLIST

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

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

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GMU-DR0709-25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

External Investigator

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

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

Hearing Officer

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

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

Additional Services/Training

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

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

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

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

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

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

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

The following shall apply:

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

2. Proposal Presentation:

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

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

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

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

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

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

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

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

1. Procedural information:

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

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

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

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

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

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

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

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia 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.

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

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

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

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

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, George Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in George Mason’s Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in George Mason’s Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. George Mason is not responsible for any delays related to Bonfire’s website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF GEORGE MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official George Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, George Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. George Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contact because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: George Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to George Mason all such information and data for this purpose as may be requested. George Mason reserves the right to inspect the offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. George Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy George Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* George Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: George Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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

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

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

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

**ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR**

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – STANDARD CONTRACT

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

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

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

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

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

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

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

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

Negotiated price schedule will be inserted here.

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

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

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

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

P. CONTINUITY OF SERVICES:

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

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

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

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

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

U. EXPORT CONTROL:

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

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

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

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

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

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

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

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

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

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

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

- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed ten (10) years in length.
1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason’s reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason’s request, provide George Mason with a copy of its response.
- If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason’s reasonable requests in connection with its response.
- LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and George Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

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

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

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

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

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

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

Selected Firm/Vendor

George Mason University

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C: SAMPLE INVOICE FORMAT

SAMPLE INVOICE

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

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

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

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

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

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

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

Total due: _____

Other Comments/Contact Information



Response to Request for Proposal for
**Civil Rights Compliance Investigation Services (GMU-
DR0709-25)**

Prepared for:

George Mason University

November 10, 2025

Contacts:

Stephen J. Vaughan

Partner

P: 202.857.4585

E: stephen.vaughan@wbd-us.com



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Executive Summary

We are pleased to provide this proposal to George Mason University in furtherance of our strong desire to continue to serve the University. Our firm is uniquely qualified to serve in this capacity and work with institutions of higher education through their compliance requirements.

Our established Education practice and team members have a significant depth of experience and expertise in these areas outlined in the RFP. Without providing you with pages of examples of representative matters, we affirm that our team is able to provide the full scope of services referenced in the Statement of Needs.

The firm's Education and School Law Team has been advising higher education clients on complex issues such as civil rights compliance, harassment and discrimination (in all forms), Title IX, and sexual misconduct for several decades. With a deep understanding of the business of education and its role in communities, Womble Bond Dickinson applies sector-specific legal expertise to help institutions navigate evolving legal landscapes effectively.

Stephen Vaughan, a Partner with 27 years of experience, will serve as the primary point of contact for George Mason University, leveraging his close proximity to the campus for efficient and personalized service. The team's qualifications include handling investigations, adjudications, and hearings related to Title IX, VII, and VI and other civil rights matters. They are well-versed in trauma-informed practices, ensuring proceedings are conducted impartially, without conflict or bias. The team's expertise includes conducting Title IX training on topics such as trauma-informed investigations, adjudications, and decision-making processes, as well as advising on policy development and compliance reviews. Their proactive contributions to shaping Title IX regulations demonstrate a commitment to best practices in higher education.

Womble Bond Dickinson employs a collaborative approach to meet George Mason University's specific needs, ensuring tailored strategies, timelines, and methodologies for each case. Their work spans neutral roles as investigators, hearing officers, and adjudicators, with a focus on maintaining fairness and confidentiality. The firm's methodology includes thorough evidence review, professional interviews, detailed report writing, and consultation on sanctions and remedies. Their extends to addressing broader compliance issues, including Title VI, VII, ADA regulations, and other employment-related discrimination matters. Additionally, the team provides training and consulting services to improve institutional equity and community-wide practices.

The firm's commitment to maintaining confidentiality and responsiveness aligns with George Mason University's expectations. Their robust communication plans ensure timely service and effective collaboration with the university's Office of Academic Compliance Coordination (OACC). With extensive experience representing higher education institutions in regulatory investigations and litigation, Womble Bond Dickinson is well-equipped to support George Mason University in navigating complex legal challenges while fostering an equitable and compliant campus environment.



Qualifications and Experience

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

Womble Bond Dickinson is international law firm with more than 1,300 lawyers in 37 locations across the US and UK partnering with clients in a broad range of industries to help them achieve their business goals. With relationships spanning the world, we apply our deep, sector-specific knowledge across the full range of legal services to provide strategic and holistic advice to the global business community.

Our Education and School Law Team have been serving clients in higher education for decades, and has long served a significant role in the education community. Through the extensive effort of our multidisciplinary education team, we understand the business of education and its importance in our communities.

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

Stephen Vaughan will serve as the point of contact for George Mason University, ensuring that the right resources are brought to bear on each of George Mason University's matters, and that you are pleased with the quality of legal services you are receiving from our firm. Stephen is located in the Washington, D.C. office of Womble Bond Dickinson; his close proximity to George Mason University will allow him to quickly and efficiently handle matters, whether virtually or in-person.

As the legal landscape around civil right compliance including Title IX is continually evolving, our team is vigilant about keeping up to date on legal developments and best practices. We recognize the scope of changes in the new Title IX regulations and the challenges involved in implementation. This experience goes beyond providing our clients with day-to-day legal advice, conducting compliance reviews, or representing them in litigation.

We have long history of advising higher education institutions on all matters relating to civil rights compliance, sexual misconduct, Title IX, and the adjudication process, and we regularly speak around the country on Title IX related topics. Examples Title IX trainings conducted in recent years by our team members include:

- Conducting annual trainings on a wide array of Title IX related topics including:
 - New and Advanced Title IX Coordinator/Deputy Trainings, Trauma Informed Title IX/VAWA Investigator and Adjudicator Training, Trauma Informed Title IX/VAWA Hearing Panel Training, Hearing Officer/Decision-Maker Training, Trauma Informed Title IX Training for First Responders, Senior Leadership Training, and Title IX/VAWA Training for Coaches and Athletic Directors, among others

Stephen Vaughan, specifically, arranged for and conducted listening sessions in 2018 at the invitation of the Office for Civil Rights of the Department of Education (OCR) as the Department considered changes to Title IX enforcement. Through providing input and feedback to OCR and others involved in the drafting process, he played a role in shaping parts of the new Title IX regulations to make certain provisions more workable for institutions. When the Department published the proposed regulations in the fall of 2019, he provided feedback regarding concerns with the current language added comments on the regulations as well as by participating in the comments submitted by other national groups. Though our team members may not ultimately agree with all details of the final regulations, our team is well-versed in both the legal requirements



and in best practices for meeting those requirements, and we have had a head start in thinking through the issues and preparing relevant training materials for clients.

The Department of Education, through the final Title IX regulations and voluminous preamble, repeatedly reiterated the importance of conducting proceedings that are free from conflict, bias, and prejudgment of the outcome. We understand that federal law requires and George Mason University expects unbiased and fair proceedings. In the extensive work we do for higher education institutions throughout the investigation and adjudication process – as investigator, coordinator, adjudicator, or hearing officer – our role is to be a neutral, unbiased party. It is imperative that we serve impartially. We are trauma informed and conduct investigations and make determinations based on the evidence gathered and how that evidence applies to the applicable policies and law. We practice what we preach in our trainings: avoid prejudgment, conflicts of interest, bias, or the appearance of taking sides. We are very clear about our role with those who participate in the process. Because of our experience, we understand the importance of providing fair, unbiased, and neutral findings. This is hard work that has to be done properly for the benefit of the parties and their institutions.

Since the current administration entered office, there have been numerous executive and administration actions taken to inform universities of its expectations regarding preferences and discrimination of all types beyond gender, including race, religion, national origin to name a few. We also have provided and continue to services to assist universities in understanding these actions and the necessary compliance steps. As part of these efforts, we have continued to also train institutions on harassment and discrimination (Title VI and Title VII).

Our attorneys’ backgrounds include the following relevant experience:

- Title IX Hearing Officer/Decision-Maker at a large public and private institutions
- External Title VII and IX investigators for public and private institutions
- Internal Title VII and ADA investigators for public and private institutions
- External counsel for public and private institutions in EEOC and DOL matters
- Internal and external general counsel for Title IX, Title VI, Title VII, and ADA matters
- Drafting and revising Title IX and related sexual misconduct policies and procedures
- Drafting and revising discrimination policies, including those covering Title VI, Title VII, and Section 504
- Training universities on Title VI and Title VII
- Litigation and handling of OCR complaints for Title IX, Title VII, and ADA matters
- Conducting employment, athletics, and civil rights investigations

Below is a representative list of team members we would propose to serve George Mason University.

Name	Title	Years of Service
Stephen Vaughan	Partner	27
Sarah Ann Lannom	Senior Counsel	34
Gerard M. Clodomir	Of Counsel	15
Zachary S. Buckheit	Associate	6
Andreas Mosby	Associate	8



Brian Castro	Associate	7
Fariha Quasem	Investigator	9
David M. Palko	Attorney and Investigator	13

Full biographies that highlight the experience of our proposed team are included as Appendix A.

- 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.**

Due to the sensitive nature of these matters, not all universities desire to be contacted about our services. While we are proud of our accomplishments, as described in our response, the written response can only tell part of our story. We believe that the best source of information you can obtain about us is from our clients, and we urge you to contact the references listed below for their assessment of our services.

Thomas (“Tom”) M. Bluestein, J.D.

Assistant Vice President, Equity and Access Services

Title IX Coordinator

ADA Coordinator

George Mason University

Diversity, Equity, and Inclusion

4400 University Dr., MSC 2C2

Fairfax, VA 22030

Office: (703) 993-8730

tblueste@gmu.edu

Length of Service: 7+ years

Brad Calloway

Sr. VP for Business Affairs

High Point University

One University Parkway, High Point, NC 27268

Office: (336) 391-2934

Mobile: (336) 841-9841

Length of Service: 10+ years

Linda M. Boyd, J.D.

Assistant Vice Provost/Title IX Coordinator

Office of Institutional Equity

Johns Hopkins University

Direct: (410) 516-2916

Main: (410) 516-8075

linda.boyd@jhu.edu

Length of Service: 7+ years



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

At the outset of each matter, we will agree on a strategy, timeline and approach in accordance with George Mason University's preferences. In coordination with you, our lead and responsible attorney will outline an initial strategy for each aspect of an investigation, hearing, or other matter and formulate a plan for how and when services will be performed. Even when hired to serve in neutral roles, we believe collaboration with the university is critically important to ensure that the university and community expectations are met.

b. Your approach to providing the services described herein including the following:

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

Civil Rights Compliance and Related Services:

We recognize the scope of ongoing changes when it comes to compliance with applicable law or administrative actions, including Title IX, Title VII, and Title VI, in particular, as well as the enforcement of Section 504. Our team members have been at the forefront in assisting university clients in addressing these challenging times whether it be through legal advice and counsel or serving in non-privileged, external roles.

Members of our team have experience conducting thorough, fair, and impartial investigations into allegations of sexual misconduct, as well as harassment and discrimination. Our experience includes also serving as external hearing officers/decision makers and, when engaged directly by the university, advising parties throughout the Title IX process. Womble attorneys have worked on hundreds of sexual misconduct and other discrimination investigations for more than twenty colleges and universities, among other educational and faith-based nonprofits, and presided over dozens of sexual misconduct hearings. Consequently, we have a broad range of experience ranging from the most straightforward of matters involving one act between two parties in one room to highly complex matters involving multiple parties and countless interactions occurring over the course of years of relationships and everything in between.

Our team members have also advised Title IX Coordinators, Human Resources professionals, Section 504 Coordinators, provosts, senior administrators, presidents, and institutional representatives in performing each of these roles. We understand the complex and sensitive nature of allegations of sexual harassment and misconduct raised by students, employees, faculty, and third parties, and we are equipped to help institutions efficiently and effectively respond to these complaints. Our attorneys have experience conducting and participating in remote, hybrid, and in-person investigations and hearings.



Additionally, members of our firm have completed Title IX, Title VI, and Title VII related training and certifications from several industry organizations, including the National Association for College and University Attorneys (NACUA), the Association for Student Affairs Administrators in Higher Education (NASPA), as well as public and private institutions and other Title IX specialists.

We have extensive experience serving as internal and external investigators on matters alleging other forms of discrimination in the employment context, including claims made against employees, faculty, staff, senior level administrators, vendors, third parties, and colleges and universities. The basis for these allegations have also run the gamut from discrimination including, commonly, those based on race, gender, religion, national origin, speech, age, pay disparity, disability, and inadequate accommodations for a variety of settings including housing, facilities, and academic accessibility.

We help clients comply with a full range of discrimination, retaliation and equal pay laws, including Title VI and VII of the Civil Rights Act of 1964 and The Americans with Disabilities Act (ADA). We review policies and procedures to verify that employers are complying with the myriad of discrimination-related laws. In addition, we draft and implement appropriate policies and procedures to comply with these laws and our attorneys regularly conduct on-site compliance training for our clients' employees.

Members of our team are experienced in conducting and participating in investigations in a professional and respectful manner. We are sensitive to the confidential nature of the matters addressed in these investigations, and we ensure that our participation and all related communications reflect this necessary confidentiality and sensitivity.

Our clients include public and private institutions, large and small, foundations and supporting organizations, and vendors providing educational services and products. We help them manage both their legal and reputational risks, in addition to developing and implementing new policies, providing internal training programs, conducting investigations and litigating disputes, and advising on regulatory compliance.

Oftentimes, these matters touch on other areas of law beyond Title IX, Title VI, Title VII, or the ADA. We also counsel clients more broadly on avoiding or minimizing litigation risk on matters affecting campuses including student unrest on campus, athletics compliance, governance, FERPA compliance, sexual misconduct, harassment and discrimination, investigations, campus police, international study programs, affiliation agreements, accreditation, tenure denial and faculty dismissals, and senior administrator contracts and separations. Our team also regularly represents institutions in responding to investigations by the US Department of Justice, the US Department of Education Office of Civil Rights, state attorney generals, and other regulators.

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

In the extensive work we do for higher education institutions throughout the adjudication process – as investigator, coordinator, adjudicator, hearing officer, or decision-maker – our role is to be a neutral, unbiased party. It is imperative that we serve impartially. We are trauma informed and conduct investigations and make determinations based on the evidence gathered and how that evidence applies to the applicable policies and law. We practice what we preach in our trainings: avoid prejudgment, conflicts of interest, bias, or the appearance of taking sides. We are very clear about our role with those who participate in the process.



Because of our experience, we understand the importance of providing fair, unbiased, and neutral findings. This is hard work that has to be done properly for the benefit of the parties and their institutions.

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

Our approach to the confidentiality of client information is to classify it as confidential regardless of the client or information type. Before providing access to a client's data and confidential information all personnel engaged in the provision of services to that client are given training in their role, responsibilities, processes and controls for handling and protecting client data and confidential information.

These experiences also inform the legal advice that we provide clients in our role as counsel.

Investigative research. For Title IX, Title VI, and Title VII cases, we rely on our legal and investigative expertise and training to determine the appropriate steps in the investigative process. To the extent that additional resources or expertise are necessary, we would collaborate with George Mason to determine the necessary steps. By way of example, in very limited circumstances, we have identified the need for expertise on a particular technology or medical issue and have worked with universities to retain that expertise. As a matter of course, we do not typically conduct legal research when serving in roles as investigators or hearing officers.

Interviews. We have conducted interviews in-person and virtually. University preferences vary about the interviews and how to document them. Our preferred method is a single investigator who audio records the interview, but we have worked as co-investigators with our own team members and with university investigators and as investigators accompanied by note takers.

Report Writing. As mentioned above, we have developed forms for investigation reports over time but also work with the individual university to ensure that expectations are met. We have worked on matters with reports of less than ten pages to reports of over one hundred pages. The contents of the report will also vary depending on the client's policies and decisions around the sharing of "directly related" and "relevant" evidence (in the Title IX context). Through their policies, some universities provide that an initial report will include the "directly related" evidence while others make the directly related evidence available and limit the report contents to only the "relevant" evidence. For matters involving allegations of harassment or discrimination that are not Title IX, we adhere to university policies and procedures regarding the final investigative product.

Evidence Review. This varies by client. For some clients, we provide the draft Title IX or sexual misconduct report to the university and await receipt of the party responses. For others, we are involved in arranging for the evidence review and receiving the party responses. The manner in which the "directly related" evidence is provided also varies. For example, some prefer that we prepare a summary of the interviews for review while others rely on a rough transcript of the recording, in addition to other documentary evidence. For matters other than Title IX, we follow the prescribe university process, which for some involves the sharing of evidence and information and others that do not. We have certain best practices that we have developed which we share with clients as part of the collaboration process.

Consultation. We have significant expertise in this area, having served as outside counsel, hearing officers, and investigators. These conversations are relevant when considering the range of sanctions and remedies included in policies and in the decision-making process. But we have also worked with universities on the ground as they seek to identify deficiencies or areas for improvement on a community-wide level. We have



assisted universities in diagnosing pockets of the community with disproportionate occurrences, including Greek life, athletics, STEM and social sciences faculty, vendors, and student organizations and working to effectuate change through a variety of tools including surveys, specific resources, trainings, and communication strategies. Stephen Vaughan has also consulted with universities seeking to centralize university responses to all forms of discrimination through the formation of one office, such as an office of institutional equity.

e. Communication plan with the department

We understand how important responsiveness is to our clients. To that end, we strive to complete all requests in a timely manner, aligning our timelines with your required deadlines. We are committed to providing timely and quality service to you, including responding to any issued requests for services. Most commonly, for investigation and decision-making services, we are able to run conflicts and identify an appropriate team member to provide the requested services within twenty-four hours or less. For the work, our experience tells us that it is important to complete the services as promptly as possible to minimize the process' impact on its participants and the university.

f. Methodology for maintaining confidentiality of all documents and information

As noted above, our approach to the confidentiality of client information is to classify it as confidential regardless of the client or information type. Before providing access to a client's data and confidential information all personnel engaged in the provision of services to that client are given training in their role, responsibilities, processes and controls for handling and protecting client data and confidential information.

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

Our process and methodology are outlined in our response to subsection d of the methodology section.

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

Womble Bond Dickinson has developed many creative and successful alternative fee arrangements with our clients tailored to address their business and cost objectives. We find that these types of arrangements work best when we have had an opportunity to become informed about the nature of the matter(s), the amount of legal work likely to be required, and our client's goals. We will work with you to establish a budget that meets Womble Bond Dickinson and George Mason University's needs.

Below is a list of investigators we would propose to conduct investigations and their current discounted hourly rates for these services:

- Stephen Vaughan - \$450
- Sarah Ann Lannom - \$425
- Gerard M. Clodomir - \$425
- Zachary S. Buckheit - \$400
- Andreas Mosby - \$400
- Brian Castro - \$400



- Fariha Quasem - \$385
- David M. Palko - \$425

Below is a list of hearing officers/adjudicators we would propose and their current discounted hourly rates for these services:

- Stephen Vaughan - \$460
- Sarah Ann Lannom - \$425
- Gerard M. Clodomir - \$450
- Zachary S. Buckheit - \$400
- David M. Palko - \$425

Below is a list of team members we would propose to provide legal advice/consulting services and their discounted hourly rates for these services:

- Stephen Vaughan - \$600
- Sarah Ann Lannom - \$500
- Gerard M. Clodomir - \$500

- 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.**

We have reviewed the sample invoice format provided by George Mason University as part of this RFP and confirm we will provide our invoices in a similar format and include all of the required information needed to be processed.



Appendix A: Attorney Biographies



Stephen J. Vaughan

Partner

Washington, D.C., US

t: 202.857.4585

e: stephen.vaughan@wbd-us.com

Stephen Vaughan focuses his practice on higher education, employment advice and litigation, religious organizations, and internal investigations. He advises colleges and universities nationwide on a broad range of legal and compliance matters, including those relating to Title VI, Title VII, Title IX, American with Disabilities Act, Section 504 of the Rehabilitation Act, the Clery Act, the Violence Against Women Reauthorization Act, the Family Educational Rights and Privacy Act (FERPA), student affairs, campus organizations, faculty, and employment law. Stephen has also worked with higher education associations in responding to state and federal policymaking.

He has extensive experience conducting systematic compliance reviews and investigations on a wide variety of matters; drafting policies, procedures, manuals, and handbooks; advising senior leadership and internal personnel on matters pertaining to harassment, discrimination, and misconduct processes; responding to OCR complaints; counseling on speech rights; and serving as an external investigator, decision-maker, and hearing officer. He also defends higher education clients in the courtroom, particularly in cases related to institutional determinations in misconduct proceedings and employment decisions. Stephen regularly provides training, including legally mandated training, to institutions and their personnel nationwide.

Stephen also counsels employers and companies, including franchisors, on a wide range of employment law issues related to policies, terminations, employee claims, post termination covenants against competition, breach of contract, breach of fiduciary and other duties, fraud, tortious interference, and infringement. He has successfully argued motions for preliminary injunctive relief and dispositive motions in a variety of contexts, and he has served as first chair and co-chair in federal and state courts trials on behalf of his clients.

In addition, Stephen has significant investigation experience, including conducting internal investigations and defending corporations, individuals, and higher education institutions in investigations conducted by Congress, the Department of Justice, United States attorneys and attorneys general of numerous states, and other state and federal agencies.

Stephen also serves as employment and outside general counsel to religious and other nonprofit organizations.

Representative Experience

Any result the lawyer or law firm may have achieved on behalf of clients in other matters does not necessarily indicate similar results can be obtained for other clients.

- Advised universities and other employers on responses to reports of Title VI, Title VII, Title IX harassment and discrimination, as well as discrimination against individuals with disabilities
- Drafted discrimination, freedom of expression, harassment, Title IX, and sexual misconduct policies, student codes of conduct, and student, employee, and faculty handbooks
- Counseled higher education institutions on retaliation, speech rights, academic freedom, and religious freedom
- Advised universities and colleges throughout the investigation and decision-making processes in cases involving allegations of sexual misconduct, discrimination, and harassment
- Represented universities in investigations conducted by the Department of Education's Office for Civil Rights



- Conducted numerous investigations of allegations of sexual misconduct, discrimination, and harassment involving students, employees, faculty, administrators, public safety officers, visitors, and vendors at higher education institutions
- Represented universities in Title IX investigations conducted by OCR, including allegations of discrimination in the Title IX sexual harassment process, educational programming, and single sex scholarships
- Conducted investigations of faculty, administrators, students, employees, and others for violations of handbooks, codes of conduct, manuals, and other policies
- Conducted numerous hazing investigations of university and college students and organizations, including those involving athletic teams, club sports, Greek life, performing arts groups, and other community groups and student organizations
- Served as decision-maker for sexual harassment, discrimination, and sexual misconduct allegations for institutions of higher education
- Served as hearing officer in sexual misconduct and Title IX hearings
- Conducted individualized, one-on-one trainings for those found responsible for sexual misconduct, discrimination, and harassment
- Defended and counseled institutions in lawsuits claiming violations of Title IX, discrimination, negligence, defamation, breach of contract, tortious interference, and due process
- Represented higher education institution in connection with a two-year investigation conducted by the U.S. Senate Health, Education, Labor, and Pensions (HELP) Committee with no material adverse findings against the institution
- Represented brokerage firm in arbitration concerning the breach of an independent contractor agreement (dispositive motion granted in client's favor and attorneys' fees awarded)
- Defended multinational company in a state court trial involving tortious interference and other employment law claims (verdict in client's favor on all counts, upheld on appeal)
- Represented former director to a Congressional member in Congressional ethics investigation
- Represented large multinational companies, including franchisors, in federal and state courts nationwide in preliminary injunctions concerning breach of contract, covenants against competition, trade secrets and intellectual property, and business tort
- Represented religious organizations in allegations of misconduct by current and former employees

Professional & Civic Engagement

- American Bar Association
- Maryland State Bar Association
- National Association of College and University Attorneys
- The District of Columbia Bar Association

Thought Leadership

- Instructor, Title IX Training for Division I Athletics Department (on-campus), October 2025
- Instructor, Title IX Training for Faculty (on-campus), August 2025
- Co-Presenter, "Title IX: Identifying your Stable Moorings in the Face of Evolving Regulations," National Association of College and University Attorneys Annual Conference, June 22-25, 2025
- Instructor, Title IX Training for Administrators (on-campus), June 2025



- Instructor, Sexual Harassment and Title IX Trainings (in-person and remote) for Title IX Coordinators, Investigators, Hearing Officers and Adjudicators, Appeal Officers, Responsible Employees, and University-Appointed Advisors (2025)
- Co-Presenter, Title IX: The Road Ahead, North Carolina Independent Colleges and Universities, December 2024
- Co-Presenter, "Does SFFA Permit Any Consideration of Race in Admissions, Scholarships, & Related Recruitment?" National Association of College and University Attorneys Annual Conference, June 26-29, 2024
- Instructor, Sexual Harassment and Title IX Trainings (in-person and remote) for Title IX Coordinators, Investigators, Hearing Officers and Adjudicators, Appeal Officers, Responsible Employees, and University-Appointed Advisors (2024)
- Co-Presenter, "Anatomy of an OCR Investigation," National Association of College and University Attorneys Annual Conference, June 27-30, 2023 Instructor, Sexual Harassment and Title IX Trainings (in-person and remote) for Title IX Coordinators, Investigators, Hearing Officers and Adjudicators, Appeal Officers, and University-Appointed Advisors (2023)
- Instructor, "WBD's 2022 Title IX Hearing Officer Training," November 2022
- Instructor, "WBD's 2022 Title IX Investigator Training," October 2022
- Instructor, "Title IX/VAWA Sexual Harassment and Sexual Misconduct Training for Investigators," August 3, 2022 (on-campus training)
- Instructor, Live Hearing Panel Advisor Training (Institution-specific), June 30, 2022
- Co-Presenter, "The Crystal Ball Says ...?!?!? Trends and Challenges Ahead in Employment Litigation," National Association of College and University Attorneys Annual Conference, June 28, 2022
- Presenter, "Hearing the Call: Cultivating and Managing Civil Discourse on Campus," ACCU Conference, February 5, 2022
- Presenter, "The Intersection of Title VII and Title IX: Responding to Sexual Harassment Claims Involving University Employees," JASPA SSAO Meeting hosted by Rockhurst University, November 10, 2021
- Instructor, Hearing Panel Advisor Training (Institution-specific), October 25, 2021
- Co-Presenter, "When Title VII Meets Title IX: Addressing Sexual Harassment Claims Involving University Employees," CUPA-HR Annual Conference and Expo, October 4, 2021
- Instructor, "Title IX/VAWA Hearing Officer and Decision-Maker Training," September 30, 2021
- Instructor, "Title IX/VAWA Sexual Harassment and Sexual Misconduct Training for Investigators," September 22, 2021
- Instructor, "Title IX/VAWA Hearing Officer and Decision-Maker Training," Johns Hopkins University, September 15, 2021
- Instructor, "Title IX/VAWA Sexual Harassment and Sexual Misconduct Training for Investigators and Non-Title IX Adjudication Panels," Johns Hopkins University, September 14, 2021
- Presenter, "Whose Right? Navigating Bias Speech on Campus," ASACCU Conference hosted by Mount Saint Mary's University, July 2021
- Co-Presenter, "Title IX/VAWA Investigator Training," August 12, 2020
- Co-Presenter, "Title IX Final Rule: Mandating Sweeping Change to Higher Education Campuses," ELA Webinar, May 27, 2020
- Presenter, "Title IX/VAWA Investigator and Adjudicator Training," Johns Hopkins University, September 11, 2019
- Presenter, "2019 Generation Z's Influence on Campus Discourse: Expectations, Entitlement, and Legal Rights to Freedom of Expression," University of Dayton, July 2019



- Co-Presenter, "Freedom or Entitlement: Generation Z and their Impact on Higher Education (a discussion of the legal framework and students' free speech rights on campus)," ACCU Conference, February 2, 2019
- Presenter, "Title IX Update: Department of Education's Proposed Regulations," November 30, 2018
- Co-Presenter, "Title IX/VAWA Investigator and Adjudicator Training," August 8, 2018
- Co-Presenter, "Annual Training for Advanced Title IX Coordinators and Deputy Coordinators," August 7, 2018
- Co-Presenter, "Annual Training for New Title IX Coordinators and Deputy Coordinators," August 6, 2018
- Co-Presenter, "Title IX/VAWA Investigator and Adjudicator Training," Hamline University, Minnesota, July 24, 2018
- Co-Presenter, "Annual Training for Advanced Title IX Coordinators and Deputy Coordinators," Hamline University, Minnesota, July 23, 2018
- Co-Presenter, "Annual Training for Title IX/VAWA Investigator and Adjudicator Training," American University, Washington, C., June 8, 2018
- Co-Presenter, "Annual Training for Advanced Title IX Coordinators and Deputy Coordinators," American University, Washington, C., June 7, 2018
- Co-Presenter, "Trauma-Informed Sexual Assault Training for Key Personnel," May 10, 2018
- Presenter, "Title IX/VAWA Training for Coaches and Athletic Directors," University of Minnesota, April 4, 2018
- Presenter, "Sexual Misconduct Around the World," Employment Law Alliance, March 20, 2018
- Co-Presenter, "Unique Challenges in Domestic Violence, Dating Violence and Stalking," March 8, 2018
- Co-Presenter, "Complying with NCAA's Policy on Sexual Violence: Training for Coaches, Athletic Directors, & Athletic Administrators, Part 2," February 22, 2018
- Co-Presenter, "Complying with NCAA's Policy on Sexual Violence: Training for Coaches, Athletic Directors, & Athletic Administrators, Part 1," February 8, 2018
- Presenter, "The Ever-Changing Landscape of Title IX," ACCU Conference, February 3, 2018
- Co-Presenter, "Title IX/VAWA Adjudicator Training," January 25, 2018
- Co-Presenter, "Title IX/VAWA Investigator Training," January 24, 2018
- Co-Presenter, "Drafting An Investigation Report," September 21, 2017
- Co-Presenter, "Title IX/VAWA Investigator and Adjudicator Training," August 9, 2017
- Co-Presenter, "Annual Training for Advanced Title IX Coordinators and Deputy Coordinators," August 8, 2017
- Co-Presenter, "Annual Training for New Title IX Coordinators and Deputy Coordinators," August 7, 2017
- Co-Presenter, "Title IX/VAWA Investigator and Adjudicator Training," July 25
- Co-Presenter, "Annual Training for Advanced Title IX Coordinators and Deputy Coordinators," July 24, 2017
- Co-Presenter, "Title IX/VAWA Investigator and Adjudicator Training," College of St. Scholastica, Duluth, Minnesota, June 8, 2017
- Co-Presenter, "Trauma-Informed Sexual Assault Training for Key Personnel," May 2, 2017
- Co-Presenter, "Making Your Sexual Misconduct Policy a 10," April 26, 2017
- Co-Presenter, "Trauma Informed Title IX/VAWA Training for Adjudicators," April 4, 2017
- Co-Presenter, "Title IX/VAWA Training for Investigators," February 23, 2017
- Co-Presenter, "Train the Trainer/Coaching the Coaches: Title IX/VAWA Training for Coaches and Athletic Directors," February 22, 2017



- Co-Presenter, "Title IX/VAWA Training for Chief Academic Officers," February 15, 2017
- Co-Presenter, "Title IX/VAWA Panel Discussion for Coaches and Athletic Directors," January 31, 2017
- Co-Presenter, "Panel Discussion: Title IX Recordkeeping Requirements and Best Practices," January 10, 2017
- Co-Presenter, "Compliance Update: New VAWA Guidance," September 8, 2016
- Co-Presenter, "Annual Title IX Investigator/Adjudicator Training," July 28, 2016
- Co-Presenter, "Advanced Title IX Coordinator Training," July 27, 2016
- Co-Presenter, "Title IX Advanced Coordinator and Deputy Coordinator Annual Training," June 16, 2016

Honors & Awards

- *The International Who's Who of Lawyers*, 2016-2020
- Super Lawyers Honoree, *Washington, DC Super Lawyers* magazine (Thomson Reuters), 2013-2016

Education

- J.D., The Catholic University of America, Columbus School of Law, 1998
 - *Catholic University Law Review*
 - *National Trial Team*
- B.S., Ohio University, 1995
 - *summa cum laude*

Admitted to Practice

- District of Columbia
- Maryland
- U.S. District Court for the District of Columbia
- U.S. District Court for the District of Maryland
- U.S. District Court for the Eastern District of Michigan
- U.S. Court of Appeals for the District of Columbia Circuit
- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. Supreme Court

Related Services & Sectors

Services

Title IX and Sexual Misconduct; Dispute Resolution and Litigation; Employment and Pensions; White-Collar Defense, Investigations, and Regulatory Enforcement; Educational Institutions Litigation

Sectors

Education; Public Sector; Retail and Consumer



Sarah Ann Lannom
Senior Counsel

Raleigh, NC, US
t: 919.755.2114
e: sarah.lannom@wbd-us.com

Sarah Lannom is a member of the Labor and Employment Team and has more than 25 years of experience in employment law. Prior to joining the firm, Sarah served as Associate General Counsel at North Carolina State University and adds her experience working for a R1 public university to the firm's Education and School Law Team.

As an in-house university attorney, Sarah advised campus officials on compliance and policy development with respect to federal and state laws including Title VI, Title VII, Title IX, ADA, ADEA, FMLA, FLSA, USERRA, Equal Pay Act, WARN and the State Human Resources Act. She has extensive experience in drafting and reviewing athletic coach contracts and other employment agreements, assisting university administrators with challenging personnel issues and internal grievances, working with the Office of the Provost on faculty issues including faculty discipline, and providing advice to the Human Resources Division regarding hiring/recruitment, classification/compensation, benefits/leave, worker's compensation, employee relations and training development. She worked closely with campus partners on equal opportunity issues and defended administrative complaints filed with external agencies such as the EEOC, DOL, and OCR. She has additional experience working with the University Police on public safety concerns as well as with the Violence Prevention and Threat Management program as legal advisor to the Employee Behavior Assessment Team. While Sarah's primary area of practice is employment, she also has experience handling a variety of student issues including student complaints and concerns.

Sarah has considerable state and federal employment litigation experience, which she developed as an Assistant Attorney General at the North Carolina Department of Justice where she served as employment counsel for the North Carolina Department of Transportation. In addition, Sarah has conducted numerous trainings and presentations for internal stakeholders as well as for national, regional and local groups.

Sarah's work lends itself to dealing with complicated situations and assisting clients in making hard decisions whether involving faculty, staff or students. Her skill in providing cogent and sound legal counsel is designed to achieve leadership goals while limiting risk and meeting compliance obligations. Her ability to be a trusted adviser and zealous advocate lays the foundation for productive and positive client relationships.

Professional & Civic Engagement

- National Association of College and University Attorneys (NACUA)
- College and University Professional Association (CUPA)
- Association of Threat Assessment Professionals (ATAP)

Thought Leadership

Notable Presentations

- "Red, White & Blues: How to Deal with Political Issues in the Workplace During an Election Season and Beyond," HR Professionals Conference, University Club, Raleigh, NC, July 11, 2024 (Co-Presenter)
- "Legal Implications for Departing Employees," UNC System Attorneys' Workshop, Charlotte, NC, November 4, 2019 (Co-Presenter)



- “Basic Training: What You Need to Know to Achieve Compliance While Supporting Veterans in your Workforce,” NACUA CLE Workshop, Seattle, WA, April 4, 2019 (Co-Presenter)
- “Uniform Services Employment & Re-employment Rights Act,” EEOC Technical Assistance Seminar, May 20, 2016 (Charlotte); May 27, 2016 (Richmond, VA); and June 17, 2016 (Durham) (Presenter)
- “Navigating Difficult Employee Situations: The Road to Success,” NCCUPA Conference, McKimmon Center, Raleigh, NC, April 10, 2015 (Co-Presenter)
- “Athletic Coach Contracts,” Sports and Entertainment Law Symposium, UNC School of Law, March 21, 2014 (Panelist)

Education

- J.D., Wake Forest University
- B.A., DePauw University, Economics

Admitted to Practice

North Carolina

United States Court of Appeals for the Fourth Circuit

United States District Court for the Eastern District of North Carolina

United States District Court for the Middle District of North Carolina

United States District Court for the Western District of North Carolina

Related Services & Sectors

Services

Employment; Employment Disputes; Contracts, Policies and Procedures

Sectors

Education; Educational and Research Institutions; Educational Institutions Litigation Services



Gerard M. Clodomir

Of Counsel

Greensboro, NC, US
 t: 336.574.8031
 e: gerard.clodomir@wbd-us.com

Gerard is an experienced litigator who primarily represents clients in matters concerning state and federal employment laws. He has successfully defended lawsuits in state and federal courts, as well as proceedings before administrative agencies, including the Equal Employment Opportunity Commission and the Department of Labor.

In addition to defending employers in litigation and administrative actions, Gerard helps employers position themselves to best avoid such legal actions, through training, conducting workplace investigations, and counseling clients on employment decisions, such as hiring, disciplinary actions and terminations. He also works with companies on drafting employment policies, handbooks and employment agreements.

Gerard is also a member of the firm's Education and School Law Team. He has represented college and university clients in litigation, and in investigations with agencies such as the U.S. Department of Education's Office for Civil Rights.

Honors & Awards

- Selected to the North Carolina Rising Stars list by Super Lawyers (Thomson Reuters), 2017 – 2022

Publications

- [The FTC's Continued Attack on Noncompete Agreements](#), *Industry Today*, May 22, 2023

Education

- J.D., University of Pennsylvania Law School
- M.Ed., Harvard Graduate School of Education, Human Development and Psychology
- B.S., Howard University, Psychology

Admitted to Practice

- North Carolina
- Delaware
- United States District Court for the Western District of North Carolina
- United States District Court for the Middle District of North Carolina
- United States District Court for the Eastern District of North Carolina
- United States District Court for the District of Delaware
- United States Court of Appeals for the Third Circuit

Related Services & Sectors

Services

Employment and Pensions; Employment Disputes; Dispute Resolution and Litigation; Educational Institutions Litigation

Sectors

Education



Zachary S. Buckheit

Associate

Raleigh, NC, US
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 e: zach.buckheit@wbd-us.com

Zach Buckheit focuses his practice on handling complex disputes, such as contract disputes, torts cases, and real estate disputes. Zach also represents clients in cases involving fraud, misrepresentation, unfair and deceptive trade practices, and misappropriation of trade secrets.

Zach also maintains an education practice assisting schools, colleges, universities, and their boards in conducting internal investigations and navigating all forms of disputes, including in federal and state courts.

Prior to joining the firm, Zach served as an enlisted Infantryman in the United States Army National Guard, a judicial extern for the North Carolina Business Court, and a legal intern for the United States Attorney's Office for the Western District of North Carolina.

Professional & Civic Engagement

- North Carolina Bar Association, Member
- Wake County Bar Association, Member

Thought Leadership

- Contributor, "Title IX: Identifying Your Stable Moorings in the Face of Evolving Regulations," NACUA Annual Conference (June 2025)

Education

- J.D., Duke University School of Law
 - Staff Editor – *Journal of Constitutional Law and Public Policy*
- B.A., The Citadel, The Military College of South Carolina

Admitted to Practice

- North Carolina

Related Services & Sectors

Services

Dispute Resolution and Litigation; Employment Disputes; Title IX And Sexual Misconduct; Real Estate Litigation; Commercial Contracts; Educational Institutions Litigation

Sectors

Education



Andreas Mosby

Associate

Raleigh, NC, US
t: +1 919.755.2162
e: andreas.mosby@wbd-us.com

Andreas Mosby is a litigator with experience advising and representing employers across the Southeast in various industries. He handles a wide range of employment law matters, including discrimination, harassment, wrongful termination, labor relations, litigation, affirmative action, and OFCCP regulations and audits. Additionally, Andreas regularly guides employers on daily workplace issues, employee handbooks, and workplace policies.

During law school, Andreas gained valuable experience clerking for the Honorable Judge Lucy Inman at the North Carolina Court of Appeals. He also completed a residency with the National Labor Relations Board (Region 10) and worked as a summer associate at The Fresh Market, Inc., where he gained hands-on experience in litigation and employment law.

Education

- J.D., Elon University School of Law
- M.B.A., Elon University Martha & Spencer Love School of Business
- B.A., Greensboro College

Admitted to Practice

- South Carolina
- North Carolina

Related Services & Sectors

Services

Class Action Litigation; Contracts, Policies, and Procedures; Employment, Employee Defection and Recruitment; Employment Disputes; Discrimination and Equal Pay; Labor Relations; Litigation and Dispute Resolution; Workforce Reorganization and Reductions

Sectors

Hospitality; Manufacturing



Brian Castro

Associate

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 t: 919.755.8135
 e: brian.castro@wbd-us.com

As an associate in Womble Bond Dickinson's Business Litigation service group, Brian Castro plays an active role in defending clients from individual and class action product liability cases and consumer fraud claims. In particular, he focuses his practice on defending businesses and government officials in complex disputes at the trial court and appellate level. Brian also advises colleges and universities on compliance, policy and liability matters affecting campuses including FERPA compliance, Title IX and sexual misconduct investigations, and regulatory interpretation.

Prior to joining Womble Bond Dickinson, Brian gained valuable in-house experience as an intern for the general counsel's office of a global pharmaceutical company. He has also served as judicial extern for three North Carolina judges, in the NC Supreme Court, NC Court of Appeals, and United States Bankruptcy Court.

When not practicing law, Brian likes to stay involved in a number of civic activities and often uses his musical talents as a means to help others in his church and in the community. He is also a fluent Spanish speaker.

Representative Experience

Any result the lawyer or law firm may have achieved on behalf of clients in other matters does not necessarily indicate similar results can be obtained for other clients.

- Lead appellate counsel for a government entity in defending a class action lawsuit regarding whether COVID-19 restrictions constituted a Taking under the 5th Amendment of the U.S. Constitution. This was a case of first impression in the 4th Circuit. After having the case dismissed at the district court level per Rule 12(b)(6), conducted the oral argument for the appellee with a very active bench, and the 4th Circuit unanimously affirmed in our favor in January of 2023.
- Lead appellate counsel for a government entity and its employees in defending a Title VII lawsuit regarding a childcare facility. Successfully had the case dismissed on statute of limitations grounds, rejecting plaintiff's "continuing wrong" arguments. The 4th Circuit affirmed.
- Drafted appellate briefs in an action pending in Georgia regarding a multi-million-dollar development project. Successfully had summary judgment granted, our real estate developer clients' claims were allowed to proceed, and the Georgia Court of Appeals affirmed on appeal.
- Lead appellate counsel for an insurance company that was wrongfully accused of bad faith and violations of the N.C. Unfair and Deceptive Trade Practices Act. The 4th Circuit affirmed summary judgment in our client's favor, accepting our legal arguments regarding the appropriate standards to be applied to insurance companies which retain the authority to settle claims brought by employees of the insured.

Honors & Awards

- Recognized in *Best Lawyers: Ones to Watch in America* (BL Rankings), Commercial Litigation, Insurance Law, Litigation - Construction, and Mass Tort Litigation/Class Actions - Defendants, 2023

Education

- J.D., Campbell University School of Law
 - *cum laude*



- Dean's Excellence Academic Scholar
- Womble Scholar
- *Campbell Law Review*, Chief Comments Editor
- Campbell Law Negotiations Team
- Member of the Order of Old Kivett
- Business Law Association, President (Two Terms)
- Book Awards: Pretrial Litigation; Torts II; Legal Research & Writing II; Secured Transactions; Copyright Law
- B.A., University of North Carolina at Chapel Hill
 - Carolina Covenant Scholar
 - Winner of 2014 RESNA National Student Design Competition

Admitted to Practice

- North Carolina
- Middle District of North Carolina
- Eastern District of North Carolina
- Western District of North Carolina
- U.S. Court of Appeals for the Fourth Circuit

Related Services & Sectors

Mass Torts Litigation; Products Litigation and Liability; Dispute Resolution and Litigation



Fariha Quasem*
Investigator/Title IX Compliance

Washington, D.C., US
t: 202.857.4493
e: fariha.quasem@wbd-us.com

**Ms. Quasem is not licensed to practice law in District of Columbia. Her activities are directly supervised by members of the firm licensed to practice law in District of Columbia.*

Fariha is an experienced Title IX investigator. She has conducted informal and formal investigations of reports of discrimination and harassment, developed investigation plans, conducted interviews, identified and collected relevant information, analyzed evidence and data, applied policy, and prepared detailed written investigative reports. She has assisted in the development and implementation of educational materials and training for faculty, staff, and students regarding compliance with Title VII, Title VI, Title IX, VAWA, and other federal and local laws and regulations. In addition, she provides training, consultation, and technical assistance on issues related to Title IX, discrimination, and harassment for faculty, staff, and students.

Prior to joining the firm, Fariha served as the Director of Equity and Deputy Title IX Coordinator for American University.

Education

- J.D., University of Maryland School of Law
- B.A., University of Maryland, Government and Politics

Related Services & Sectors

Services

Title IX And Sexual Misconduct

Sectors

Education; Public Sector



David M. Palko
Investigator-Attorney

Raleigh, NC, US
t: 919.755.8140
e: david.palko@wbd-us.com

David Palko is an experienced investigator, decision-maker, and attorney who gets to the heart of matters with efficiency and discretion. Through his work in a diverse array of roles across the public and private sectors, David has developed a keen ability to consider issues from multiple perspectives—a trait that now leads him to approach sensitive matters with balance, tact, and impartiality.

David began his career as a federal appellate law clerk, a role in which he weighed competing narratives to develop cogent recommendations for case outcomes. From there, David entered active duty in the U.S. Army Judge Advocate General's Corps. His initial military duties involved providing free legal representation to service members, including many who were the subjects of adverse administrative actions. David then transitioned to representing victims of sexual assault as a Special Victim Counsel. In his final role on active duty, David prosecuted crimes occurring on military installations as a Special Assistant U.S. Attorney. At Womble Bond Dickinson, David has participated in numerous high-profile investigations, such as employment matters alleging executive misconduct. He has also served in investigatory and decision-making roles in Title IX and sexual misconduct matters for a wide variety of universities.

In his spare time, David enjoys playing the piano and going for long hikes with his dogs.

Representative Experience

- Conducted numerous investigations into alleged instances of sexual assault at educational institutions, including both university and K-12 settings
- Examined allegations of inappropriate conduct by a senior executive toward subordinates for a Fortune 500 company
- Served as a key member of an investigative team evaluating allegations of misconduct by the leader of a large public university
- Received the Army Commendation Medal for developing a novel statutory interpretation argument that, when presented to the Office of the Judge Advocate General at the Pentagon, led to an Army-wide change in retirement policy favorable to service members
- Detailed to the U.S. Attorney's Office, Eastern District of North Carolina, to prosecute felonies and misdemeanors occurring on the Fort Bragg Military Reservation, ultimately serving as counsel of record in more than 470 cases
- Led Fort Bragg's implementation of a new program offering free appointed counsel to victims of sexual assault
- Provided free legal services to soldiers and their families in the areas of military administrative law, debt collection, family law, estate planning, and landlord-tenant law

Prior Legal Experience

- Law Clerk to the Honorable James A. Wynn, Jr., US Court of Appeals for the Fourth Circuit, 2017–2018
- Special Assistant U.S. Attorney, Eastern District of North Carolina, U.S. Army Judge Advocate General's Corps, 2015–2017
- Special Victim Counsel, US Army Judge Advocate General's Corps, 2014–2015



- Legal Assistance Attorney, US Army Judge Advocate General's Corps, 2013–2014
- Law Clerk to the Honorable Michael S. Kanne, U.S. Court of Appeals for the Seventh Circuit, 2012–2013

Publications

- Note, *The Risks of Continuing Situation Litigation in Transitional Political Systems: Lessons from the ECtHR to the Constitutional Court of Kosovo*, 25 HARV. HUM. RTS. J. 183 (2012)

Education

- J.D., Harvard Law School, 2012
 - *cum laude*
 - Managing Editor, *Harvard National Security Journal*
- B.A., Davidson College, 2009
 - *magna cum laude*

Admitted to Practice

- North Carolina
- District of Columbia
- Maryland

Related Services

Employment Disputes; Internal Investigations; Dispute Resolution & Litigation; Government Enforcement & Investigations

Related Sectors

Education; Public Sector



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: Womble Bond Dickinson (US) LLP

Date: November 10, 2025

DBA:

Address: 2001 K Street, NW, Suite 400 South
Washington, D.C., 20006

By: Stephen J. Vaughan
Signature

FEI/FIN No. 56-0308470

Name: Stephen J. Vaughan

Fax No. 202.467.6910

Title: Partner

Email: stephen.vaughan@wbd-us.com

Telephone No. 202.857.4585

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

SWaM Certification Number:

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

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

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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Womble Bond Dickinson (US) LLP

Preparer Name: Stephen J. Vaughan **Date:** November 10, 2025

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – STANDARD CONTRACT

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

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

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

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

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

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

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

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

Negotiated price schedule will be inserted here.

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

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

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

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

P. CONTINUITY OF SERVICES:

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

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

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

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

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

U. EXPORT CONTROL:

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

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

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

1. Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless George Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for George Mason will not be disclosed to any other person or entity without the written permission of George Mason.
 2. Work Made for Hire. Contractor warrants to George Mason that George Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for George Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to George Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit George Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from George Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from George Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify George Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from George Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of George Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
- GG. PUBLICITY: Contractor shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization

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

- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, George Mason may terminate this Contract without prior notice.

- II. RENEWAL OF CONTRACT: Unless otherwise canceled, modified or renegotiated this Contract will renew automatically for one-year periods under the current terms, conditions, and prices. Should the Contractor require any changes to the Contract they must contact the Procurement Officer 90 days prior to the end of any contract year. This Contract will not exceed ten (10) years in length.
 - 1. Contract price(s) for the additional one-year periods shall not exceed the Contract price(s) of the prior contract year increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any George Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by George Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”

- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify George Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with George Mason regarding its response; iii) cooperate with George Mason’s reasonable requests in connection with efforts by George Mason to intervene and quash or modify the legal order, demand or request; and iv) upon George Mason’s request, provide George Mason with a copy of its response.

If George Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, George Mason will promptly provide a copy to Contractor. Contractor will promptly supply George Mason with copies of data required for George Mason to respond, and will cooperate with George Mason’s reasonable requests in connection with its response.

- LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of George Mason.

- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from George Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish George Mason the names, qualifications and experience of their proposed subcontractors. ~~The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract.~~ This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and George Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by George Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

- PP. UNIVERSITY DATA: University Data includes all George Mason owned, controlled, or collected PII and any other information that is not intentionally made available by George Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

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

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

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

3. George Mason reserves the right in its sole discretion to perform audits of **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.

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

1. Definitions

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

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

2. Data Security

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

3. Employee Background Checks and Qualifications

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

4. Insurance

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

5. Security Breach

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

6. Audits

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

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

Selected Firm/Vendor

George Mason University

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C: SAMPLE INVOICE FORMAT

SAMPLE INVOICE

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

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

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

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

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

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

Total due: _____

Other Comments/Contact Information

**ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR**

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

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

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

Offeror Name: Womble Bond Dickinson (US) LLP

Preparer Name: Stephen J. Vaughan **Date:** November 10, 2025

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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



REQUEST FOR PROPOSALS
GMU-DR0709-25

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

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

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

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

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

Name and Address of Firm:

Legal Name: Womble Bond Dickinson (US) LLP

Date: November 10, 2025

DBA:

Address: 2001 K Street, NW, Suite 400 South
Washington, D.C., 20006

By: Stephen J. Vaughan
Signature

FEI/FIN No. 56-0308470

Name: Stephen J. Vaughan

Fax No. 202.467.6910

Title: Partner

Email: stephen.vaughan@wbd-us.com

Telephone No. 202.857.4585

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

SWaM Certification Number:

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

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

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