



Purchasing Department
 4400 University Drive, Mailstop 3C5
 Fairfax, VA 22030
 Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

**STANDARD CONTRACT
 GMU-1861-23**

This Contract entered on this 1st day of June 2024 (Effective Date) by EAB Global, Inc., hereinafter called “Contractor” or “EAB” (located at 2445 M Street NW, Washington, DC 20037) and George Mason University, hereinafter called “Mason,” “University.”

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises, and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide Virtual Campus Tours (“Services”) for the Office of Admissions and other departments as needed of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** Three years from the Effective Date with two (2) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Line item	Details	Price
Annual Tour Subscription Fee (1)	Subject to 3% annual price increase for subscription fee	\$ 26,522.00
Annual Translation Fee - Spanish and one additional language (2)	Subject to 3% annual price increase for subscription fee	\$ 2,000.00
	One-time implementation fee (3)	\$ 1,000.00
ANNUAL FEES TOTAL	IN THE FIRST YEAR (1+2+3)	\$ 29,522.00
	YEAR 2	\$ 29,377.00
	YEAR 3	\$ 30,259.00
Each additional language added in the virtual tour (Optional Add On)		\$2,000
Content Update While your Virtual Tour requires limited maintenance and associated ongoing costs, should GMU desire to update your virtual tour to reflect updates to your campus (e.g., building renovations, new buildings), EAB will capture new areas on campus for inclusion in the tour.	Photo and Video Refresh Fee	\$10,000
Mini Tour (Optional Add On) Should GMU determine that additional tour stops are necessary to best represent your campus and surrounding areas, EAB offers a “Mini Tour” package, which includes 10 tour stops. We are also offering pricing for a Platinum Mini tour which includes 10 stops and up to 3 Action Zones.	Mini Tour Fee (10 tour stops) - Subject to 3% annual price increase for subscription fee	\$ 11,500.00
	Implementation Fee	\$ 4,500.00
	Platinum Tour Fee - Subject to 3% annual price increase for subscription fee	\$ 18,000.00
	Implementation Fee	\$ 10,000.00

Interactive Campus Map Should GMU determine the need to update the virtual tour to include an interactive campus map, including embedded interactive content, Trails, directions, and self-guided tours, EAB is pleased to offer our Interactive Campus Map services.	Interactive Campus Map Annual Fee	\$ 1,750.00
Additional Tour Stops (Optional Add On) GMU can add additional stops to the Standard Tour as needed. You can also add additional stops to the Standard Tour, though we advise against having more than 20 stops per tour.	Implementation Fee	Waived
Additional graphic element package , which includes 4 callouts and 2 interactive titles	Annual Fee (Per Tour Stop)	\$ 1,500.00
	No Cost	\$ -

* Travel within the Fairfax, VA, area is included in pricing. All other travel expenses may be invoiced to Mason at cost, in accordance with the Commonwealth of Virginia's (GSA) per diem rates and Mason's travel policies. <http://fiscal.gmu.edu/travel/>.

** Mason Admissions will only be using the Annual Tour Subscription Fee, Annual Translation Fee, Content Update, Interactive Campus Map, and Additional graphic element package

Overview of Tour Offerings

EAB's YouVisit Virtual Tour		
Virtual Tour Technology	Up to 20 virtual tour stops (utilizing flat-approach photos and immersive 360-degree photos at each stop)	X
	1-3 Hotspots (layered media that expands from a point of interest) or Positional Media (2D video embedded within a scene) per tour stop	X
	Up to 6 Action Zones (video embedded into the 360-degree photos)	X
	Audio guide	X
	Multilingual translation services [Spanish with one gratis additional language]	X
	Google Maps integration	X
	Conversational Inquiry Form	X
Account Management, Maintenance, and Support	Quarterly content updates (with option to provide updates more frequently or via self-service as needed)	X
	Placement on and promotion to YouVisit.com and third-party websites to supplement .edu traffic	X
	Quarterly performance review with a Partner Success Manager	X
	Onboarding and training	X
	Audience Analytics Portal with performance data, benchmarking, and reporting	X
	Maintenance and support	X
	Server space and media storage	X
Virtual tour Content Management System	X	

The offerings are described in greater detail in each applicable Program Scope available here:

Virtual Tour - <https://scopes.eab.com/virtualtour>

Program Term: June 1, 2024 - May 31, 2025		Quantity	Fees
Virtual Tour			\$ 30,272.00
Virtual Tour - Platinum	20 destinations		
Interactive Map			
Additional Languages		2 Language(s)	
Graphic Element		5	
Audience Analytics Portal			
Conversational Inquiry Form			
AI Search Personalization			
Total			\$ 30,272.00

Program Term: June 1, 2025 - May 31, 2026		Quantity	Fees
Virtual Tour			\$ 31,127.66
Virtual Tour - Platinum	20 destinations		
Interactive Map			
Additional Languages		2 Language(s)	
Graphic Element		5	
Audience Analytics Portal			
Conversational Inquiry Form			
AI Search Personalization			
Total			\$ 31,127.66

Program Term: June 1, 2026 - May 31, 2027		Quantity	Fees
Virtual Tour			\$ 32,008.99
Virtual Tour - Platinum	20 destinations		
Interactive Map			
Additional Languages		2 Language(s)	
Graphic Element		5	
Audience Analytics Portal			
Conversational Inquiry Form			
AI Search Personalization			
Total			\$ 32,008.99

Program Term: June 1, 2027 - May 31, 2028 (optional)		Quantity	Fees
Virtual Tour			\$ 32,916.76
Virtual Tour - Platinum	20 destinations		
Interactive Map			
Additional Languages		2 Language(s)	
Graphic Element		5	
Audience Analytics Portal			
Conversational Inquiry Form			
AI Search Personalization			

Total	\$ 32,916.76
--------------	---------------------

Program Term: June 1, 2028 - May 31, 2029 (optional)	Quantity	Fees
Virtual Tour		\$ 33,851.76
Virtual Tour - Platinum	20 destinations	
Interactive Map		
Additional Languages	2 Language(s)	
Graphic Element	5	
Audience Analytics Portal		
Conversational Inquiry Form		
AI Search Personalization		
Total		\$ 33,851.76

One Time Fee:

Program Term: June 1, 2024 - May 31, 2025	Fees
Virtual Tour	
Implementation Fee	\$ 1,000.00
One-Time Content Update	\$ 10,000.00
Total	\$ 11,000.00

- V. **CONTRACT ADMINISTRATION:** Susan Wiedemann, Director of Finance and Human Resources, Admissions, 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 work with Contractor on issues related to the work. All direction and order from 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:** Option#3. Invoices will be paid Net 30, with Paymode-X, after receipt in Mason's Accounts Payable email box, acctpay@gmu.edu. Invoices must reference a Purchase Order number to be considered valid. Invoices shall be submitted to acctpay@gmu.edu on a monthly basis.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- A. This signed form, as amended;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated October 13, 2023 (attached);
 - D. RFP No. GMU-1861-23, in its entirety (attached);
 - E. Contractor's proposal dated June 14, 2023 (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, the 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. 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 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, this requirement shall not apply to subprocessors

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 may assign this Contract without the prior written consent of the other party,

which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, assignment by operation of law shall not require consent of the non-assigning party. This Contract shall be binding upon the parties and their respective successors and permitted assigns.

- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. 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.

Notwithstanding the foregoing, any such examination or audit shall be conducted: (a) with at least ten (10) days' advance notice; (b) at the University's expense; (c) during Contractor's normal business hours; and (d) not more than one (1) time per year. Furthermore, Contractor shall have the right to exclude from such audit any of its confidential or proprietary information which was not otherwise provided to the University as part of the Services, and the results of any audit shall be subject to the confidentiality provisions of the Contract or a mutual non-disclosure agreement, if applicable.

- F. AVAILABILITY OF FUNDS: University represents and warrants that funds sufficient to meet all financial obligations hereunder for the first year of the contract term have been allocated and are available. Further, Contractor agrees and understands that from the first anniversary of the start date of the contract term, the financial obligations of University to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the University. In the event that the entities controlling such funding fail to appropriate funds within five percent (5%) of the previous contract year's appropriation and University has determined, in University's sole discretion, that there are insufficient funds available to cover University's obligation for the upcoming year of the contract term under this Contract, University shall have the right to terminate this Contract for the upcoming year of the contract term without damage, penalty, cost, or further obligation, provided: (i) University has notified Contractor in writing of its intention to exercise such option at least ninety (90) days in advance of such anniversary of the start date of the contract term; and (ii) University has provided sufficient documentation of such decrease in appropriation of funds.

- 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: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. Signature on this Contract confirms your compliance with this requirement.

- I. CANCELLATION OF CONTRACT: Except as otherwise provided herein, the Contract may only be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the Contract, as applicable, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) Contractor, all fees due to Contractor under the Contract shall promptly become due and payable and (ii) University, Contractor will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date) and, in each case, Contractor will be released from any further obligation to provide the applicable Services.

- 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.
 - a. By mutual agreement between the parties in writing.

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 firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030

The University must submit written claims to:
General Counsel
EAB Global, Inc.
2445 M Street NW
Washington, DC 20037
legal@eab.com

2. The firm 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 his or her decision to the firm within 60 days after receipt of the claim.
4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.

L. COLLECTION AND ATTORNEY'S FEES: Intentionally omitted.

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

Notwithstanding the foregoing, if the University receives a request under the Virginia Freedom of Information Act (VFOIA) that may require the disclosure of confidential information, the University shall notify Contractor in accordance with University Policy 1117 and its VFOIA notification procedure. <https://universitypolicy.gmu.edu/policies/responding-to-virginia-freedom-of-information-act-foia-requests-for-records/>

O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with 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. Notwithstanding the foregoing, the parties hereby agree that the Contractor provides the Services and other related services to other organizations and the provision of the Services or other related services does not constitute a conflict of interest.

P. CONTINUITY OF SERVICES:

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

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: Intentionally omitted.

V. FORCE MAJEURE: Provided that payment obligations shall not be excused for completed services, either party shall be excused from performance of its obligations under the Contract if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, pandemic, strike, embargo, terrorist attack, war, insurrection, or riot or any other cause beyond the reasonable control of such party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

W. FUTURE GOODS AND SERVICES: Intentionally omitted.

- 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 will indemnify, defend and hold harmless University and its Personnel from any and all third party claims, liabilities and expenses arising from any infringement, misappropriation, or other violation by the Services of any United States patent, copyright, trademark, service mark, or trade secret right of a third party; provided that University used the Services in accordance with the terms of the Contract and consistent with the purpose for which they were provided to University. Contractor shall have no liability for any claim of infringement based on (a) Services which have been modified by University or any third party on University's behalf, (b) University's use of the Services in connection with data, including U-P Data, where use with such data gave rise to the infringement claim, or (c) University's use of the Services with third party software or hardware, where use with such other software or hardware gave rise to the infringement claim. Should the Services become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor may, at its option, (x) obtain the right for University to continue using the Services, (y) replace or modify the Services so they are no longer infringing, or (z) if neither of the foregoing options is commercially reasonable, terminate the right of University to use the affected Services. Upon such termination, Contractor will refund to University, as University's sole remedy for such termination, any fees paid for Services to be provided following the effective termination date. This Section states Contractor's entire liability with respect to any claim of infringement regarding the Services.

- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, 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 Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.

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

Contractor will work with University to ensure that the Services that it provides to University comply with accessibility standards to the extent applicable. To the extent Contractor becomes aware the Services, or any portion thereof, do not comply with applicable accessibility standards, then Contractor will to the extent commercially reasonable, at no cost to University, attempt to perform all commercially reasonable remediation to make the Services satisfy the applicable accessibility standards.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d). The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0.

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to 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 Mason shall be included as an additional insured except with respect to Workers Compensation. By requiring such minimum insurance, 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 \$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 \$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:

University hereby grants Contractor authorization to use the University Data (as defined in X.OO) provided by the University to the Contractor to the extent expressly authorized in this Contract. As between the parties, University owns the University Data. University hereby grants Contractor a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the University Data: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify University for any lawful purpose in Contractor's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Contract. As between the parties, Contractor owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the University Data or other materials based on or incorporating University Data, except for the University Data therein) (collectively, the "Materials"), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by University by the Contract. University is authorized to use the Services or the Materials only to the extent expressly authorized in this Contract. Upon termination or expiration of the Contract, University's rights to and its use of the applicable Services and the Materials shall promptly cease, except that University may continue to use any Materials solely for internal purposes. Upon request, University shall return any Materials if the continued use thereof would be prohibited under this Contract.

To the extent University enrolls in additional Contractor programs (each, an "Additional Program"), University Data collected or processed by Contractor may be combined with the University Data collected or processed hereby as may be expressly directed by University to the extent allowed by law.

The definition of Materials as set forth above, shall also include the components displayed by EAB on behalf of University (except the U-P Data therein) on any Platform (as defined below), including without limitation, (i) taxonomy, graphics, icons, logos, buttons and aggregated data compilations; (ii) any photographs, 360 degree panoramas, videos and other media specific to University edited by EAB whether or not such original media was created by EAB or supplied by University ("Edited Media"); (iii) log files, event data, GPS data, cookies, clear gifs, scripts and other technologies used by EAB in the course of providing the Services and any related data collected, (iv) any and all software used to provide virtual experiences on any Platform, (v) any and all Cappex Inquiries and Cappex Candidates, and (vi) any trademarks, logos and service marks of EAB displayed on any Platform. Mason may not modify, decipher, decompile, disassemble, reverse engineer, distribute, transmit, republish, display or perform any of the Materials (i) except as expressly authorized in the Agreement, or (ii) without EAB's prior written consent. EAB may use any ideas, concepts, know-how or techniques regarding improvements or additions to the Services provided by Mason. For purposes of this Supplement, "Platform" shall mean any site to which the Services are posted, including (i) www.eab.com; (ii) www.youvisit.com; (iii) www.cappex.com or www.collegegreenlight.com; (iv) University's website, mobile applications and/or online services; (v) any website or mobile applications hosted by EAB on behalf of University; and (vi) any EAB partner or affiliate website.

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. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify 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 nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. 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 the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. 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.
- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative. Notwithstanding the foregoing, Contractor may list University's name as a customer of Contractor.
- GG. REMEDIES: Intentionally omitted.
- HH. RENEWAL OF CONTRACT: Following the term of the Contract as outlined in Section III, this Contract may be renewed by Mason for two (2) successive one-year renewal options under the terms and conditions of this Contract. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any 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 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/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) promptly notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests, at Mason's cost, in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If 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, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. 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.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor

shall furnish 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. The Contractor may use subservice providers as necessary to perform work under this Contract. In all cases, the Contractor shall remain fully liable and responsible for the performance of its subservice providers and shall ensure compliance with all requirements of this Contract.

NN. SWaM CERTIFICATION: Intentionally omitted.

OO. UNIVERSITY DATA: In connection with the provision of the Services, University, directly or indirectly (including from an End User (defined below)) may provide or make available to EAB certain data, information, copyrights, trademarks, logos, service marks, specific media (prior to EAB editing), and other intellectual property (collectively, "University Data"). University shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness (including having obtained any necessary consents or third-party rights) relating to all University Data and the sharing of such data, and EAB does not assume responsibility for unintended, objectionable, inaccurate, misleading, or unlawful University Data used in connection with the Services. Unless otherwise required in order to provide the Services, EAB will have no obligation to archive, back up, or, following the term of the Contract, retain, University Data, nor will EAB have any liability for any loss or corruption of University Data. "End Users" means end users of the Services who are not Personnel, including, as applicable, students and prospective students of University. For the avoidance of doubt, visitors to a Platform (as defined below) site other than University's website(s) shall not be deemed to be an End User for purposes of the Contract, and data collected from such visitors shall not be deemed to be U-P Data for purposes of the Contract.

Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by University in the Contract or in a separate writing, Contractor will keep confidential any and all University Data. Notwithstanding the foregoing, University agrees that Contractor shall not be obligated to maintain the confidentiality of University Data that is known to Contractor prior to receiving the University Data from University or that becomes known (independently of disclosure by University) directly or indirectly from a source other than one having an obligation of confidentiality to University or that is independently developed by Contractor. University agrees that Contractor may collect de-identified aggregated statistical data regarding University's use of the Services and provide such aggregated statistical data to third parties.

Contractor Materials. The Materials (as such term is defined below) are confidential to Contractor and its suppliers, if any. Thus, University shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, the Materials by any of its Personnel to any third party without the express prior written consent of Contractor. In addition, except as required by law, University shall not disclose the fees charged by Contractor to University to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to University and, in each case, are bound by confidentiality obligations to University. University shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. "Personnel" means a party's officers, directors, trustees, employees and agents. Notwithstanding the foregoing, a party may disclose University Data and the Materials to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party. Notwithstanding the foregoing, if the University receives a request under the Virginia Freedom of Information Act (VFOIA) that may require the disclosure of confidential information, the University shall notify Contractor in accordance with University Policy 1117 and its VFOIA notification procedure. <https://universitypolicy.gmu.edu/policies/responding-to-virginia-freedom-of-information-act-foia-requests-for-records/>

In addition, 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 Mason, except as set forth in the Contract or as otherwise required by law. Personally identifiable

University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

2. Except as otherwise allowed by the Contract, 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 will 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 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. Reserved.
5. Contractor shall notify 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. Except as required by law, Contractor shall not take any action regarding such a request except as directed by 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 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.
7. Both Contractor and Mason acknowledge and agree that they each act as separate data controllers for the purposes of the General Data Protection Regulation (Regulation (EU) No. 2016/679)("GDPR"). The Parties agree, that to the extent the GDPR is applicable, they will each comply in all respects with their respective obligations as data controllers under the GDPR.

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to 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. Promptly upon becoming aware of circumstances that resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with 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 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. 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) reserved; (3) reserved; (4) reserved; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.

3. Contractor will make available to 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.
- QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Within thirty (30) days of a written request following termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses commercially reasonable facilities and methods. Following the termination of the Contract, and in the event that 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.
- RR. UNIVERSITY REVIEW/APPROVAL: Reserved.
- SS. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.
- TT. FEES AND PAYMENT: Mason will pay Contractor fees for the Services as stated in this Agreement. Unless expressly stated otherwise in this Contract, Mason shall pay Contractor within 30 days of receipt of a valid invoice submitted to acctpay@gmu.edu containing a purchase order number. Overdue payments are subject to a late payment charge up to the maximum amount permitted by law.
- UU. DISPUTED FEES: If Mason disputes any fees, taxes, or other charges invoiced by Contractor, Mason shall notify Contractor, in writing, of the disputed amount and provide any relevant information regarding the circumstances of the dispute. The parties agree to work cooperatively to resolve any such disputed amounts. If Mason fails to provide Contractor with a dispute notice within thirty (30) days following receipt of CONTRACTOR's invoice, then such amount is deemed undisputed and due to Contractor.
- VV. LIMITATIONS ON LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF DATA BREACH, WHICH SHALL BE CAPPED AT TWO MILLION DOLLARS (\$2,000,000), THE AGGREGATE LIABILITY OF CONTRACTOR AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY MASON TO CONTRACTOR FOR SUCH PROGRAM IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE RESULTED FROM CONTRACTOR'S BAD FAITH OR INTENTIONAL MISCONDUCT. IN ADDITION, CONTRACTOR WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY MASON AS A RESULT OF THE PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) MASON'S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO MASON IN CONNECTION WITH THE PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH U-P DATA OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO CONTRACTOR BY THE MASON.
- WW. WARRANTIES: Contractor represents and warrants that it will provide the Services in a professional and workmanlike manner. Mason represents and warrants that (a) its signatory is authorized to enter into this Contract on behalf of Mason, and (b) (i) its provision of U-P Data and (ii) its and its Authorized Users' receipt of and access to the Services (including the Software and U-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws, (c) it shall comply with the Children's Online Privacy Protection Act (COPPA) and shall not provide U-

P Data to Contractor collected by the Mason in violation of COPPA, and (d) it has obtained all necessary third party consents and authorizations to provide the U-P Data and for such U-P Data to be used in the manner contemplated by the Contract, including consents or authorizations pursuant to FERPA. Contractor makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such U-P Data or any products or services derived therefrom. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE MATERIALS ARE PROVIDED “AS IS,” AND CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND THE MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL MEET MASON’S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

- XX. COMPLIANCE WITH LAWS: Contractor represents, warrants, and covenants that the compensation of its employees, subcontractors or other persons who perform any student recruitment activities for Mason (if any) under the Contract is and will be in material compliance with Section 487(a)(20) of the HEA (20 U.S.C. § 1094(a)(20)), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education (currently located at 34 C.F.R. § 668.14(b)(22)), (the “Incentive Compensation Rules”), to the extent applicable. In the event the Incentive Compensation Rules change during the term of the Contract or the Department of Education revises or issues official guidance concerning such regulations such that, in either case, the calculation and payment of fees as structured under the Contract is no longer feasible, the parties will promptly negotiate in good faith an amendment to the Contract to comply with such change and to preserve, as nearly as practicable, the payment provisions and other economic benefits and terms of the Contract. Mason and Contractor agree that Mason is solely responsible for making final decisions about enrollments and enrollment targets for all campaigns.

To the extent the Services include marketing activities, Contractor shall send to Mason for its review and approval a proof of the final template for each deliverable (e.g., website design, tour) prior to finalization of such deliverable. If Mason discovers any problems after issuing its approval, Mason will immediately notify Contractor and instruct Contractor on all necessary corrections. If there are any subsequent changes in the deliverable, Mason will review again according to the above procedure. Mason shall review all marketing deliverables created by Contractor for Mason to ensure that all such marketing materials are accurate, complete and in compliance with all applicable laws, rules and regulations, including, but not limited to, adherence with the U.S. Department of Education’s misrepresentation regulations provided at 34 C.F.R. 668, Subpart F, any applicable Federal Trade Commission laws, regulations, or guidelines and all other consumer marketing laws and regulations. Mason will be solely responsible for the design of any marketing program created as part of the Services and its compliance with applicable laws, rules and regulations.

- YY. GENERAL POSTING AND ACCEPTABLE USE TERMS: Mason represents and warrants that it will comply with the General Posting and Acceptable Use Terms available at http://eab.com/terms/agency_acceptableuse.
- ZZ. VIDEO PLAYER: To the extent the Services include posting video content to an embedded video player, Mason (i) acknowledges that such content will be accessed by Contractor through such video player, and (ii) Mason acknowledges and agrees that any such video content will be subject to separate terms of use of the operator of the video player. These separate terms of use may need to be negotiated at the time of service engagement.
- AAA. CONTRACTOR CAPTURE OF MEDIA: To the extent that Mason requests that Contractor capture or create any media including any photographs, 360 degree panoramas, videos or audio, Mason agrees that Contractor has Mason’s permission to enter Mason’s premises and that Mason will be responsible for obtaining any permissions that may be required of any individuals appearing in such media and for clearance of any other intellectual property rights of a third party in such media. Contractor and Mason shall coordinate in advance the dates at which Contractor representatives will be on Mason’s property to capture or create any such media.

Contractor will not make any virtual experience specific to Mason publicly available without prior consent of Mason.

BBB. IMPROVEMENTS TO PLATFORM: Contractor may update and enhance the Platform at any time and Mason agrees that, so long as such changes are not contrary to, or less than, any of the rights that it is entitled to receive under the products or services purchased as set forth in this Contract, Contractor may make any such changes to the Platform in its sole discretion.

EAB Global, Inc.

DocuSigned by:
Alyssa Franklin
34D1B99486074F3...
Signature

Name: Alyssa Franklin

Title: Executive Director

Date: 5/23/2024

George Mason University

DocuSigned by:
James Russell
2F61E006C77E4DC...
Signature

Name: James Russell

Title: Purchasing Director

Date: 5/24/2024

**Data Security Addendum for inclusion in GMU-1861-23 with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and EAB Global, Inc. ("Selected Firm/Vendor") dated 1st day of June, 2024 (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"** is defined in Section OO of Standard Contract.
- 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) reserved; (3) reserved; (4) reserved; (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. Intentionally omitted.

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

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 included as an additional insured.

5. Security Breach

- a. Liability. In addition to any other remedies available to the University under law or equity, if it is determined that Contractor was the cause of the security incident/breach, Selected Firm/Vendor will reimburse the University for

all costs up to two million dollars (\$2000,000). The 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 as a result of the Security Breach caused by Selected Firm/Vendor.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a formal penetration test, performed by a process and qualified personnel, 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 executive summaries of 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. Only if the subservice provider(s) approves the sharing of their SOC 2 reports with Contractor's clients and upon request from the University, Contractor can work with the subservice provider(s) to execute an NDA in order to share the report with University. It is further agreed that the SOC report, which will be free of cost to the University, will be provided upon written request no more than annually. The SOC report should be directed to the appropriate representative identified by the University. Contractor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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.

EAB Global, Inc.

DocuSigned by:
Alyssa Franklin
34D1B99486074F3...
Signature

Name: Alyssa Franklin

Title: Executive Director

Date: 5/23/2024

George Mason University

DocuSigned by:
James Russell
2F61E096C77E4DC...
Signature

Name: James Russell

Title: Purchasing Director

Date: 5/24/2024



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Phone: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

October 13, 2023

Ms. Shelli Volpp
Associate Director – svolpp@eab.com
EAB Global, Inc
2445 M Street NW
Washington, DC 20037

SUBJECT: RFP GMU-1861-23– Virtual Campus Tour

Dear Ms. Volpp:

We have reached the point in the evaluation process where we are ready to start negotiations/clarifications as provided in Section XV, B of the subject RFP. Therefore, we would appreciate your response to the following in this file under each question in **blue**; when completed, please save this file as a **Word document** with the date and send it back, attaching it through Bonfire.

1. RE: Offeror's Proposal, Cost of Services: George Mason University is an educational institution and the Commonwealth of Virginia entity. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. George Mason University has a main Fairfax campus and multiple satellite campuses. Can you provide separate, reduced pricing options for each campus? Pricing outside the main campus (Fairfax) can be broken into a carte price. For example, the SMSC only has three buildings and could be broken down by hours or number of buildings.

- a. What is the minimum annual subscription fee you can make?
- b. If Mason wants to add other languages, what would be the cost per language?

EAB response:

a) EAB is already extending our preferred partner pricing to GMU, which amounts to savings of over \$10,000. We are also offering GMU two languages for the price of one. EAB is also pleased to offer an additional graphic element package, which includes 4 callouts and 2 interactive titles, at no cost. Should GMU wish to purchase the iMap, we are happy to provide it at the reduced cost of \$1,750 annually which reflects a 50% discount and waive the implementation fee (a \$1,500 value). Additionally, we would like to offer GMU additional saving on a mini tour. EAB will reduce the price of a Premium Mini Tour from \$17,000 to \$11,500 and the price of a Platinum Mini Tour from \$27,000 to \$18,000. This mini tour can be used to show off your multiple satellite campuses and GMU can allocate the stops as needed across the various campuses.

Mason's response: Accepted

b) As proposed in our response, we are offering GMU Spanish and one additional language for a discounted price of \$2,000. Should GMU want to add any additional language to their virtual tour, each added language would cost \$2,000.

Mason's response: Accepted

2. RE: Mason RFP, Section XV, Payment Terms/Method of Payment: EAB Global is currently set up for Option #3 with Mason. Would you like to continue this method of payment if awarded a contract?

a. **Option #1- Payment to be mailed in 10 days**- Mason will pay the vendor under 2%10 Net 30 payments 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.](#)

b. **Option #2- To be paid in 20 days**- The vendor may opt to be paid through our ePayables 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

c. **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. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

EAB response: Yes, EAB would like to continue with option #3- Net 30 Payment Terms, as stated on our order forms.

Mason's response: Accepted

3. If awarded a contract, do you acknowledge, agree, and understand that George Mason University cannot guarantee a minimum amount of business?

EAB response: EAB acknowledges, agrees, and understands that GMU cannot guarantee a minimum amount of business.

Mason's response: Accepted

4. Do you agree to sign Mason's Standard Contract (RFP Attachment B – Sample Contract) if awarded a contract? Exceptions to Mason's Standard Contract must be noted in your negotiation response to be considered.

EAB response: We request GMU to refer to our Letter of Exceptions submitted as Appendix D in our original proposal. We are reattaching our proposal to this document as well.

Purchasing comments: Noted.

5. If awarded a contract, do you agree to sign Mason's Standard Contract (RFP Data Security Addendum – pages 24 and 25 for sample)? Exceptions to Mason's Standard Contract must be noted in your negotiation response to be considered.

EAB response: We request GMU to refer to our Letter of Exceptions submitted as Appendix D in our original proposal. We are reattaching our proposal to this document as well.

Purchasing comments: Noted.

6. As per paragraph VII, the contractor's proposal solution will be submitted to Mason's Architectural Standards Review Board (ASRB) before award. The contractor must comply with these requests in a timely fashion, as any delay will result in a delay in contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected, or an award being rescinded. Do you agree with this?

EAB response: Agreed.

Mason's response: Accepted.

7. Can George Mason University obtain the captured photo and video content for the purpose of use independent of the virtual tour?

EAB response: Yes. GMU will retain ownership over all unedited source content provided by GMU to EAB, as well as any unedited content captured by EAB. However, as a subscription agreement business model, EAB will retain ownership rights over the content created or edited by EAB during the scope of work. Any edited media, photos, videos, etc. that have been modified to work with EAB's proprietary systems must remain subject to EAB's ownership to protect our intellectual property.

Mason's response: Noted.

8. Provide a demonstration of the interactive, GPS-enabled tour experience.

EAB response: The interactive campus map offers the perfect opportunity for visitors to tour your campus in person with the assistance of the YouVisit tour technology. Prospective students will log on to the virtual tour site on their mobile device or computer and in the bottom corner they will notice a map embedded into the 360-degree images that appear on the screen. This clickable map will be labeled "Interactive Map". When the visitor clicks on the map it will expand to fit the screen and reveal all of the destinations on-campus and off-campus. The destinations will be labeled and highlighted in blue on a google maps interface. From there, the visitor can select specific locations and get walking directions between those locations. Alternatively, the visitor can select pre-made "trails" that GMU will create such as Science, Athletics, Dorms, etc. This will provide visitors with directions to the buildings associated with these trails and offer a more condensed and customized experience based on the visitor's interests. For examples, please see the following virtual tours with interactive campus maps.

Stony Brook University:

https://www.youvisit.com/tour/map/stonybrook/80175?tourId=tour1_10_28_20_87623&pl=v

University of Connecticut: <https://www.youvisit.com/tour/map/uconn>

University of Massachusetts Amherst:

<https://www.youvisit.com/tour/map/umass/141636?tourId=UMass%20Amherst>

Mason's response: Accepted

9. Currently, we are contracted to have 10 stops (utilizing flat approach photos and immersive 360-degree photos at each stop), and the proposed overview of tour offerings quotes "up to 20 virtual tour stops." How, if at all, does this impact pricing? Are supplemental stops included? If so, how many?

EAB response: Our listed pricing for the Standard Tours covers up to 20 stops. There is no discount if GMU does not choose to utilize all 20 stops. Beyond these 20 stops, GMU can add additional stops to the Standard Tour as needed for \$1,500 per stop, though we advise against having more than 20 stops per tour.

Mason's response: Accepted

10. Explain the preference (if any) towards capturing footage for the virtual tour, either with or without live people present.

EAB response: We recommend including images in the tour that have students and faculty present and engaging in the activities of the destination. This gives the visitor an idea of not only what the location looks like but also the activity and the atmosphere of the location.

Mason's response: Accepted

Please advise if you have any questions or need clarification before responding. **Your response by October 10, 2023, will be greatly appreciated.**

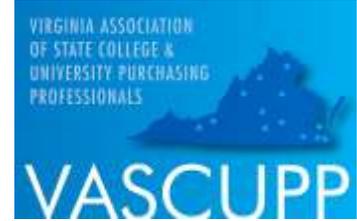
Regards,



Sandra Magnani
Senior Buyer | Purchasing
smagnani@gmu.edu



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS
GMU-1861-23**

ISSUE DATE: May 04, 2023
TITLE: Virtual Campus Tours
PRIMARY PROCUREMENT OFFICER: Sandra Magnani, Senior Buyer
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on May 15, 2023. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal and on the [Mason Purchasing Website](#) by 5:00 PM ET on May 18, 2023.

PROPOSAL DUE DATE AND TIME: June 12, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. **SEE SECTION XIV.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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: _____

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.

TABLE OF CONTENTS
GMU-1861-23

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB)	
	REQUIREMENTS	5
XIII.	COST OF SERVICES	5
XIV.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	5
XV.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	8
XVI.	CONTRACT ADMINISTRATION	8
XVII.	PAYMENT TERMS/METHOD OF PAYMENT	8
XVIII.	SOLICITATION TERMS AND CONDITIONS	9
XIX.	RFP SCHEDULE	10
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	11
ATTACHMENT B	SAMPLE CONTRACT	13

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide Virtual Campus Tours for the Admissions Department of George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- 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 Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should 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 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 in Virginia 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.

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.

- 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 Mason’s efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by 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 Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

IX. PERIOD OF PERFORMANCE: One (1) year from Effective Date of contract with four (4) successive one-year renewal options (or as negotiated).

X. BACKGROUND: George Mason University sets the gold standard for the modern, public university. Its dynamic culture and innovative academic programs prepare Mason’s hard-working students for 21st century careers. Its commitment to teaching excellence combines cutting-edge research that enriches the academic experience and is literally changing the world. Mason is affordable yet offers high value. Ideally located in the National Capital region, students enjoy terrific cultural experiences and access to the country’s most sought-after internships and employers.

Our prime location just outside Washington, D.C., makes Mason the destination for students from all over the world. As the largest university in Virginia, Mason offers all the experiences of a large research institution yet embodies a community approach as we work closely with our students both inside and outside the classroom.

The Office of Admissions’ primary purpose is to recruit, process and enroll undergraduate freshman, transfer and non-degree applicants, and graduate non-degree applicants to the University.

Mason has had a virtual tour for a few years; it assists interested applicants in seeing the campus if they cannot come in person for the tour. The tour represents our campus in a positive light and is a great recruitment tool.

XI. STATEMENT OF NEEDS: The contractor shall produce virtual campus tours to serve as a recruitment tool to showcase the beauty of the campus and evoke an experience of moving through the campus without actual travel to attract international and out-of-state students and their parents and to help prospective students to engage with Mason. The contractor will write, design, film, and produce creative content. Integrated Enrollment Marketing in partnership with the Admissions Office, and Office of University Branding will have full control over all content.

A. Virtual tour services should include the following elements:

1. Interactive Virtual Tour
 - a. embedding supplemental media: videos, photos, etc.
2. Indoor/Outdoor Tour Options
3. Multiple Language Options
4. Compatible with websites, smartphones, and social media
5. Interactive mobile apps
6. 24-hour product support
7. Reporting and analytic features
8. Walking Tour
9. 360° Panoramas
10. Options for multiple campuses
11. Live tour guide
12. Discipline/ interest specific tour routes and/or pathways (option to customize tour route and content based on academic interests and disciplines)

XII. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS: After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason’s Architectural Standards Review Board (ASRB). The ASRB

will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The contractor must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

The contractor should be prepared to submit any of the following items including but not limited to:

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor's SOC 2 Type (preferred) and/or your third-party hosting vendor's SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or "sandbox" for accessibility testing,
- And any single sign-on documentation,
- Additional documentation or items may be requested as needed during the review process,
- The contractor may be asked to answer ASRB questions verbally or in writing.

It is imperative that the contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

XIII. COST OF SERVICES: Include in your proposal the cost of services outlined above. Services can be priced in a package format with additional features as an optional add-on or a la carte. Include any initial setup cost. Cost shall include any additional travel fees for staff to visit our campus and any website/server hosting fees. XV.B.6 below.

XIV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered, Offerors must submit a complete response to 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 also Item 2d below for further details). 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.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. Mason will only be accepting 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. 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 Bonfire and Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

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.
- 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. 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 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.

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 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 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.

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. State your payment preference in your proposal response. (See section XVII.)
2. Executive Summary: Offerors must 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.
 - b. Names, qualifications and experience of personnel to be assigned to work with 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.
 - d. A list of higher ed institutions of similar size and scope that Offeror has provided services to and their success stories.
4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
5. Proposed Pricing: See section XIII. Provide a project budget that includes a total cost, inclusive of administrative overhead and expenses to complete the project. Travel within the Fairfax, VA area should be included in pricing. All other travel expenses may be invoiced to Mason at cost, in accordance with the Commonwealth of Virginia's (GSA) per diem rates and Mason's travel policies. <http://fiscal.gmu.edu/travel/>.
6. A sample project/tour.
7. Include examples of available reporting features – insight/analytics sample.
8. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. 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.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

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

XV. 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. Experience, including performance history, references, personnel assigned to the project, including qualifications and experience.	30
2. Proposal, including a clearly articulated plan, methodology, Timetable and business model for accomplishing the work in A creative, practical, and cost-effective way.	20
3. Sample of project/tours.	15
4. Proposed pricing.	25
5. Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10

Total Points Available: 100

- B. AWARD: **Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted 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, 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 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. 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.*).

- XVI. CONTRACT ADMINISTRATION:** Upon award of the contract, 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 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.

XVII. 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-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. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVIII. 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, 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 he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is 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 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 Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. 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 MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official 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, 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. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to

cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

- I. QUALIFICATIONS OF OFFERORS: 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 Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy 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* 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: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XIX. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 5/04/23
- Vendors submit questions by: 5/15/23 by 4:00 PM ET
- Post Question Responses: 5/18/23 by 5:00 PM ET
- Proposals Due: 6/12/23 @ 2:00 PM ET
- Proposals to Committee: 6/16/23
- Review and Score Proposals: 6/19/23 – 7/07/23
- Scores to Purchasing: 7/10/23
- Oral presentations (if necessary): 7/24/23 –7/28/23
- Negotiations/BAFO: Start week of 7/31/23
- Award: 8/31/23
- Contract Start Date: 9/01/23

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

**ATTACHMENT B – SAMPLE CONTRACT
GMU-1861-23**

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 _____, 2023 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and 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.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
- 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 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 negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated XXXXX (attached);
 - D. RFP No. GMU-XXXX-XX, in its entirety attached);
 - E. Contractor’s proposal dated XXXXXX (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:** *As negotiated.* 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, the 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 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, or until audited by the Commonwealth of Virginia, whichever is sooner. 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 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: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: 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 Mason, 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 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. 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 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 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 Mason with all vouchers and records of expenses incurred and savings realized. 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 Mason within thirty (30) days from the date of receipt of the written order from 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 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 firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm 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 his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm 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 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 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 Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. 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 Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with 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 Mason and must be continued without interruption and that, upon Contract expiration, a successor, either 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 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, 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 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 Mason (by sending an email to export@gmu.edu), and
 - B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the 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 Mason of any Munitions Item, it will reimburse 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 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 Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** 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 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 Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by 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 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 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 Mason or to the failure of 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.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, 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 Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. 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 Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of 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) 2.0. 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 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 Mason shall be named as an additional insured. By requiring such minimum insurance, 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 \$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 \$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 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 Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that 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 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 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. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify 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 nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. 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 the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. 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.

FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- FF. RENEWAL OF CONTRACT: This Contract may be renewed by for two (2) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and 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 or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and 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, or 2%, whichever is lower.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any 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 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/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If 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, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. 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.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish 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.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by 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/>.

- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by 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 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 Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from 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 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 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 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 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.
 7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

QQ. 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 Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by 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 Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that 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 Mason access to Contractor's facilities to remove and destroy 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 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 Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

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

SS. 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-1861-23 with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and _____ ("Selected Firm/Vendor") dated _____ (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 Sensitive University 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 Sensitive University Data will be protected 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. **"Sensitive University Data"** means data identified by University to Selected Firm/Vendor as Sensitive University 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.
- 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 Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University 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 the 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 Sensitive University 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 University’s 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 Sensitive University 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: 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 a scanner 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; 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. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the Contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC 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 the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



YOUVISIT

EAB's Response to George Mason University's RFP #GMU-1861-23 (Virtual Campus Tours)

June 14, 2023

Shelli Volpp, Associate Director, *Partner Success, Virtual Tours*
(804) 538-0481, SVolpp@eab.com

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB), exclusively for George Mason University to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.



June 14, 2023

Sandra Magnani, Senior Buyer
George Mason University
Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030

Dear Ms. Magnani,

Thank you for the opportunity to respond to George Mason University's (GMU) Request for Proposal for Virtual Campus Tours (RFP # GMU-1861-23). It has been EAB Global, Inc.'s (EAB), honor to partner with GMU through our virtual tour platform, YouVisit, which is driving meaningful engagement and introducing thousands of students and their families to GMU. We are excited at the opportunity to update your existing content as well as provide a new Interactive Campus Map that will allow in-person visitors to follow the tour on campus in real time using GPS functionality. The Interactive Campus Map provides custom trails that provide visitors the chance to visit the buildings, facilities, and campus landmarks that are most relevant to their academic and personal interests.

In the last year alone, GMU's virtual tour has had over **12,991 unique visitors**. On average, visitors are logging **74 interactions per visit and spending over 7 minutes** exploring GMU's virtual tour. Additionally, your tour has generated **3,200+ inquiries**. These are incredible outcomes that demonstrate your audience is consistently engaged with your tour. With our intuitive Audience Analytics Portal and Content Management System, GMU has full transparency into its tour performance and is able to independently adjust the tour's video and photo content as well as the inquiry form and calls to action. With the help of our team, GMU can continue to transform its online presence to generate more inquiries and, ultimately, more net tuition revenue.

Our team of industry leaders and experts is looking forward to the opportunity of continuing to collaborate with GMU to update your content, tell your story, and share your brand with students across the US and the world. EAB will continue to support GMU with a skilled Project Manager from our Studios Production Team, as well as your Partner Success Manager, Shelli Volpp, who will provide service support, troubleshooting tips, and answers to your questions. EAB is prepared to train additional staff as needed to ensure that GMU is making the most of its virtual tour and seeing tangible results.

We are incredibly grateful for our current virtual tour partnership with GMU. We are thankful for the opportunity to be evaluated for future work, and we remain confident in our ability to provide the best possible virtual tour experience for your prospects and their families, as well as current students. YouVisit aims to provide a service that is fully and consistently representative of the GMU student experience, your strategic recruitment priorities, and the story you wish to tell in this rapidly changing environment.

Sincerely,

A handwritten signature in black ink that reads 'Shelli Volpp'.

Shelli Volpp, Associate Director, Partner Success, Virtual Tours¹
(804) 538-0481, SVolpp@eab.com

¹ Shelli Volpp is an authorized representative of EAB Global, Inc. Please find a Letter of Authority included as **Appendix A**

Table of Contents

Cover Letter 2

EAB’s Trade Secrets and Proprietary Information 4

1. Procedural Information..... 6

2. Executive Summary 7

3. Qualifications and Experience..... 9

4. Specific Plan (Methodology) 13

5. Proposed Pricing 24

6. Sample Project/Tour..... 26

7. Reporting Features 29

8. Additional Information..... 32

Appendices..... 33

 Appendix A: Letter of Authority 34

 Appendix B: Signed Cover Page and Addenda 35

 Appendix C: Small Business Subcontracting Plan 37

 Appendix D: EAB’s Letter of Exceptions 39

Enclosures Uploaded to GMU’s Bonfire Portal

- EAB’s Redacted Proposal
- Small Business Plan
- Signed Cover Page
- Signed Addenda
- Sample of Project/Tours

Note About Trade Secret and Confidential Information

EAB has identified information that is proprietary and trade secret throughout this document. We request GMU to respect the nondisclosure of this information. The identified information is considered proprietary and confidential Trade Secrets for the following reasons:

- This information is not generally known outside of our company.
- The disclosure of this information would cause substantial injury to the competitive position of YouVisit.
- We have taken reasonable precautions to protect the secrecy of this information (e.g., this information is not released publicly and we have implemented appropriate controls internally to control the dissemination of this information).
- We derive significant economic value from having this information while our competitors do not.
- This information represents a significant amount of time and expense and would take a similar amount of time and expense for our competitors to acquire and duplicate it.

EAB's Trade Secrets and Proprietary Information

June 14, 2023

Sandra Magnani, Senior Buyer
George Mason University
Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030

Re: Trade Secrets and Proprietary Information Contained in EAB's Response to Request for Proposals #GMU-1861-23 for Virtual Campus Tours

Dear Ms. Magnani,

EAB Global, Inc. (EAB), is pleased to respond to George Mason University's (GMU) Response to Request for Proposals #GMU-1861-23 for Virtual Campus Tours. This letter constitutes notice as required by Section XIV: 2. d. (Confidential/Proprietary Data and Information) of the RFP, that EAB invokes protection of Section 2.2-4342F of the Code of Virginia for the trade secrets and proprietary information set forth in EAB's response to the RFP.

EAB respectfully requests that, in the event of a Virginia Freedom of Information Act (§ 2.2-3700 et seq.) request, the portions of EAB's response to the RFP, set forth in the attachment to this notice and that are underlined/outlined in teal and have also been marked as "Trade Secret and Proprietary," be withheld from disclosure.

EAB asserts that the trade secrets and proprietary information should be withheld from a request pursuant to the Virginia Freedom of Information Act for the following reasons:

- This information is proprietary, privileged, and confidential, and
- The disclosure of this information would cause substantial injury to the competitive position of EAB and Navigate.

Furthermore, EAB's enclosed trade secret information meets the standard set forth in the Virginia Freedom of Information Act because:

- We derive independent economic value from having this information while our competitors do not, because this information was developed as the result of a significant amount of time and expense and it would take a similar amount of time and expense for our competitors to acquire and duplicate it;
- The information is not generally known or readily ascertainable by EAB's competitors or other third parties; and
- We have taken reasonable efforts under the circumstances to protect the secrecy of this information (e.g., this information is not released publicly, and we have implemented appropriate controls internally to control the dissemination of this information).

For the aforementioned reasons, EAB respectfully requests that the confidential proprietary information and trade secrets noted in EAB's response to the RFP be withheld from disclosure in the event of a Virginia Freedom of Information Act request.

Trade Secret and Proprietary Information Included in EAB's Response

The following portions of EAB's Response to the RFP constitute trade secret and proprietary information. Such information has been underlined/outlined in teal and has also been marked as "Trade Secret and Proprietary" in EAB's response to the RFP:

Section and Page #	Summary of Information	Justification
2. Executive Summary (Pages 7-8)	Functionality descriptions	This portion of the response includes information that would be valuable to our competitors if disclosed, as it demonstrates EAB's product functionality. EAB has spent significant time and effort developing our products, and this provides significant detail related to such efforts.
3. Qualifications and Experience (Pages 11-12)	Reference details	This section includes names and contact information for our partner institutions. EAB does not publicize such information as disclosure of this information would cause economic harm to EAB.
4. Specific Plan (Methodology) (Pages 13-23)	Functionality descriptions	This portion of the response includes information that would be valuable to our competitors if disclosed, as it demonstrates EAB's product functionality. EAB has spent significant time and effort developing our products, and this provides significant detail related to such efforts.
6. Sample Project/Tour (pages 26-28)	Client samples	This section includes sample tours from our partner institutions. EAB does not publicize such information as disclosure of this information would cause economic harm to EAB.
7. Reporting Features (Pages 29-31)	Functionality descriptions	This portion of the response includes information that would be valuable to our competitors if disclosed, as it demonstrates EAB's product functionality. EAB has spent significant time and effort developing our products, and this provides significant detail related to such efforts.

Sincerely,



Shelli Volpp, Associate Director, Partner Success, Virtual Tours

(804) 538-0481, SVolpp@eab.com

1. Procedural Information

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

Understood. Please see our signed cover page and addenda in **Appendix B** and uploaded as separate enclosures to GMU's Bonfire Portal.

b. Return Attachment A - Small Business Subcontracting Plan.

Understood. Please see our Small Business Subcontracting Plan in **Appendix C** and uploaded as a separate enclosure to GMU's Bonfire Portal.

c. State your payment preference in your proposal response. (See section XVII.)

EAB's standard invoicing terms are Net 30, annual, and in advance. EAB can accept payment by check, EFT, or ACH.

2. Executive Summary

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

Combining spherical photography and 360-degree video content with interactive elements, YouVisit has been able to supply GMU with a superior storytelling platform that increases inquiry conversion rates. We do this by intelligently displaying calls to action at key moments to drive engagement and encourage them to take the next step in their personal journey. YouVisit virtual tours are designed to render flawlessly on any device, ensuring an optimal experience for visitors. Our award-winning Studios Production Team utilizes 360-degree video and layered content to create fully immersive virtual experiences that has enabled students and their families to intimately explore GMU from afar.

YouVisit Supports Key Enrollment Goals

We are excited at the prospect of continuing to leverage EAB's expertise in multimedia content creation to expand GMU's engagement with students and their parents by providing:

Today fewer students physically visit campus before applying. Yet a prospective student's experience on your campus is still key to the college decision-making process. Now more than ever, GMU must find new ways to build connections with students and the unique experiences they will have on your campus. EAB's virtual tour platform, YouVisit, is built specifically for this purpose. The following features highlight our approach and the reasons this particular partnership make YouVisit the best choice for GMU.

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.

At EAB, our mission is to make education smarter and our communities stronger. Founded as a higher education best practice research firm in 2007, EAB is composed of several previously independent businesses through which we have served higher education for four decades. We work with more than 2,500 institutions to drive transformative change through data-driven insights and best-in-class capabilities. From kindergarten to college to career, EAB partners with leaders and practitioners to accelerate progress and drive results across five major areas: Institutional Strategy; Marketing and Enrollment; Student Success; Diversity, Equity, and Inclusion; and Data and Analytics. We work with each partner differently, tailoring our portfolio of research, technology, and marketing and enrollment solutions to meet the unique needs of every leadership team, as well as the students and employees they serve.



Your Imperatives Determine Ours

INSTITUTIONAL STRATEGY	MARKETING AND ENROLLMENT	STUDENT SUCCESS	DIVERSITY, EQUITY, AND INCLUSION	DATA AND ANALYTICS
<p>Prepare Your Institution for the Future</p> <p>Executive guidance rooted in research to support your strategic priorities</p>	<p>Achieve Your Enrollment and Growth Goals</p> <p>Tailored partnerships powered by a recruitment ecosystem with unrivaled reach to enroll your future classes</p>	<p>Build a Student-Centric Campus</p> <p>Technology trusted by 850 schools to retain, graduate, and empower more students</p>	<p>Advance DEI on Campus and in Your Community</p> <p>Technology, research, and bold initiatives to strengthen your DEI strategy and eliminate equity gaps</p>	<p>Embrace Digital Transformation</p> <p>Data and analytics solutions built for higher education to guide decisions and accelerate innovation</p>

We partner with **2,500+** institutions to accelerate progress and enable lasting change.

95%+ of our partners return to us year after year because of results we achieve, together.

EAB acquired YouVisit in December 2019, giving our partners an unparalleled ability to transform their entire online presence into a competitive differentiator that generates meaningful increases in engagement to drive enrollment success. YouVisit was originally created in 2009 by three international students who shared a common vision for creating a unique digital experience. Their goal was to help students identify the college that could best help them achieve their academic aspirations while also ensuring that their college had the right culture, campus, and resources to help them be successful in all aspects of their student journey and life.

YouVisit is the most used virtual tour platform in higher education with 700+ university partners and growing. YouVisit serves some of the largest global names in higher education. We have created 1,000+ virtual experiences for partners in 85 countries across six continents.

For 10+ years we have continuously refined a proprietary method of conceptualizing, capturing, and transforming media assets into compelling and engaging virtual tours. We have built an extensive portfolio of partners on the basis of the impact of our virtual tours and constant innovation within our platform, driven by ongoing research, development, and field testing. We provide not only compelling virtual tours but also a flexible Conversational Inquiry Form, Content Management System, Analytics Dashboard, benchmarking, best practices, and strategic guidance with a history of proven success.

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

GMU will continue to be supported by a dedicated team of digital storytellers. Provided here are the individuals from our team who will work with GMU to ensure a continued partnership that generates prospective student inquires, conversions, and ROI.



Shelli Volpp, Associate Director, Partner Success

Shelli is an Associate Director, with EAB’s YouVisit Partner Success team. In this role, Shelli leads a team of Partner Success Managers and supports more than 45 partnerships with colleges, universities, and other institutions that are active members of EAB’s YouVisit virtual tour. As Associate Director, Shelli is the main point of contact during the life cycle of the partnership; she will ensure partnership goals are top of mind throughout implementation and adoption. Shelli holds partnership meetings regularly to analyze tour performance, recommend strategies, and share best practices.



Mairzy Krulic, Managing Director, Partner Success and Implementation

Mairzy is as a Managing Director with EAB’s YouVisit Partner Success team. In this role, Mairzy leads a team of Partner Success Managers responsible for driving impact and maximizing the services available through EAB’s YouVisit partnerships. She has also served as an Executive Advisor, working directly with partners to help understand their priorities and map those critical issues to EAB expertise and services.

Prior to joining EAB, Mairzy was an attorney at Winston & Strawn LLP, where she specialized in international arbitration. She has also worked for the NGO, Child Family Health International, planning and overseeing service-learning trips for medical students around the world. She currently serves on the Board of My Sister’s Place, an organization seeking to end domestic violence and empower survivors to live healthy, independent lives.

Mairzy holds a BA from the University of Pennsylvania, a JD from the University of California, Hastings College of Law, and an LLM from the University of London, School of Oriental and African Studies. Mairzy spends her free time with her husband and two sons traveling and enjoying the great food and theater of Washington, DC.



Josh Speidel, Senior Project Manager

Josh has supported virtual tours for over seven years, first working as a studio photographer. As Senior Project Manager, Josh will be your main point of contact during the onboarding and implementation of the project. Josh will establish the timeline for the project in coordination with the GMU team as well as ensure that specific task-related deadlines are met. Throughout the implementation of your project, Josh will ensure all team members are prepared and will be able to answer any questions that may arise.



Freddie Stahl, Associate Director Project Management Office

Hired in 2011 as the first photographer, Freddie has captured nearly 200 virtual tours, trained much of the photography team, and helped refine production standards as the team lead. With EAB, Freddie is responsible for all manner of Studios logistics, including maintaining an ever COVID-challenged scheduling book, production reporting, and developing greater team efficiencies. Freddie graduated with a BFA from Wagner College with an emphasis in digital art.

- 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.**

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

d. A list of higher ed institutions of similar size and scope that Offeror has provided services to and their success stories.

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

4. Specific Plan (Methodology)

Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

- a. Your approach to providing the services described herein.
- b. What, when and how services will be performed

XI STATEMENT OF NEEDS: The contractor shall produce virtual campus tours to serve as a recruitment tool to showcase the beauty of the campus and evoke an experience of moving through the campus without actual travel to attract international and out-of-state students and their parents and to help prospective students to engage with Mason. The contractor will write, designs, film, and produce creative content. Integrated Enrollment Marketing in partnership with the Admissions Office, and Office of University Branding will have full control over all content.

A. Virtual tour services should include the following elements:

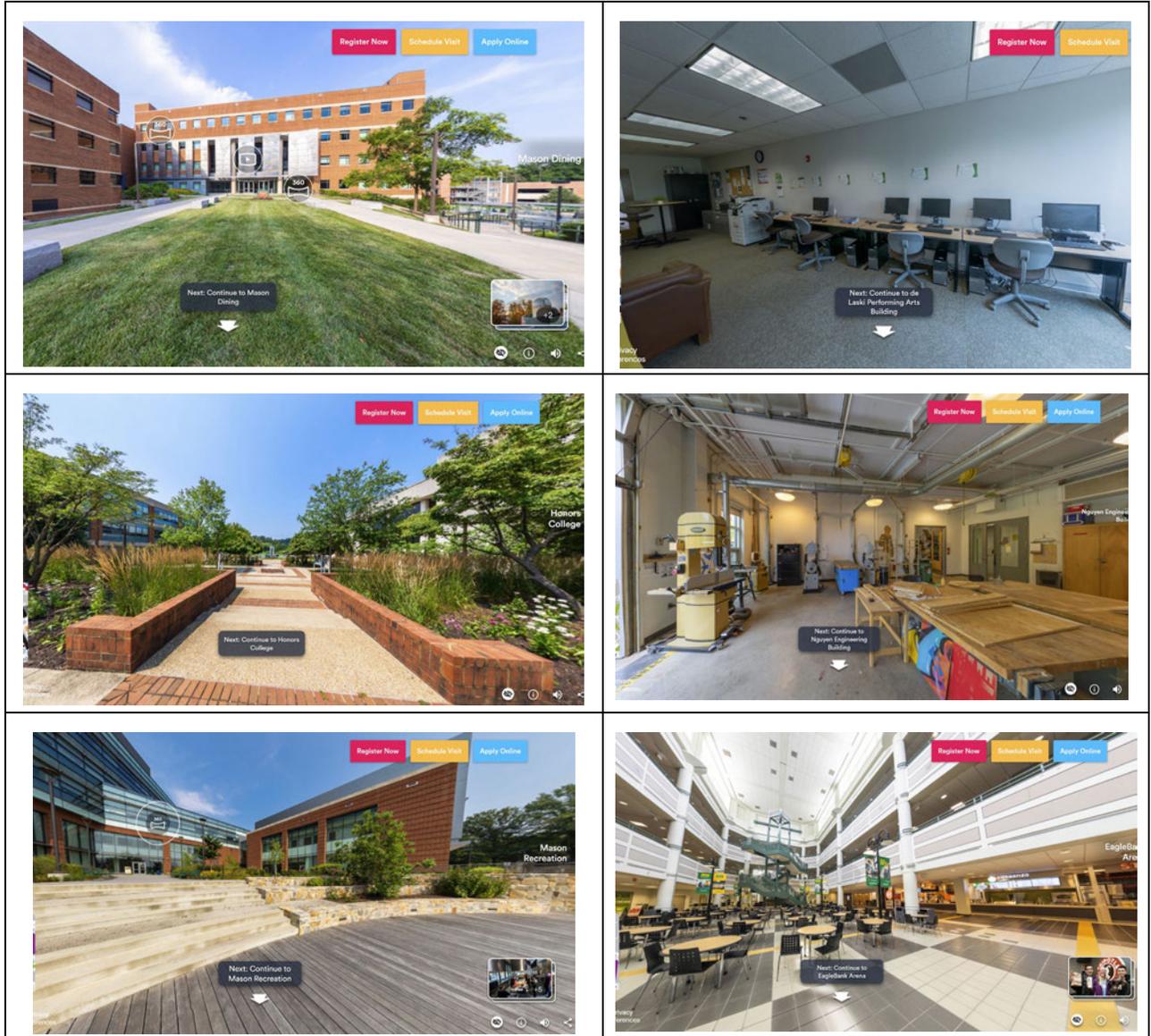
- 1. Interactive Virtual Tour**

- a. embedding supplemental media: videos, photos, etc.**

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

2. Indoor/Outdoor Tour Options

Confirmed. We want every student who visits GMU's virtual tour to experience as much of your beautiful campus as possible. We incorporate interior and exterior shots of campus locations and weave them together into an immersive walking tour that connects students from one stop to the next, with points of interest highlighted in between. GMU has taken full advantage of this capability and even has a tour stop in Washington, DC, to show what the areas near the campus have to offer. The following are sample screenshots from GMU's tour that demonstrate the detail in which outdoor and indoor images and videos can be captured.



We provide a Content Management System to add, update, or remove supplemental media in the virtual tour at any time. Supplemental media includes 360-degree images as well as still photos and 2D videos. Your team may also update key dimensions of the inquiry form through the Content Management System, including specific communication templates customized by visitor type and available major selection. If supplemental media updates are made, the Interactive Campus Map will update accordingly. Additionally, your team may add or edit custom Trails within the Content Management System at any time.

The Content Management System also enables close collaboration between GMU and your team of digital experience experts at EAB. Through content refreshes provided as part of our partnership, your Partner Success Manager will review tour performance and make data-driven recommendations regarding placement, promotion, or content updates.

The following is a sample of our Content Management System.

3. Multiple Language Options

Confirmed. YouVisit can accommodate 130+ languages in both text and voice-over. All languages are translated and recorded by native speakers to ensure the most authentic experience possible. EAB will work with GMU to confirm needs and priorities as we consider your primary languages for translation. This proposal includes translation into Spanish, Vietnamese, and Arabic in addition to English.

A language toggle in the tour interface allows the user to easily select between offered tour languages.

Language Toggle in the Tour Interface



4. Compatible with websites, smartphones, and social media

Confirmed. GMU's YouVisit virtual tour will be both accessible and optimized to render flawlessly across all platforms (desktops, smartphones, and tablets), modern browsers, including Chrome, Safari, Firefox, and Edge, as well as social media platforms such as Instagram, Facebook, and Twitter.

5. Interactive mobile apps

EAB's YouVisit platform offers an outstanding interactive mobile experience that meets the modern student's high expectations for mobile performance. YouVisit launches directly from a mobile web browser, eliminating the need for students to launch a separate application. Highlights of the virtual tour mobile experience include the following:

- No download is required
- Works on demand without taking up phone memory
- Runs self-contained in a web browser
- Can be installed to home screen without needing a download

Because the mobile web experience for our virtual tour is on par with any experience in an application, EAB no longer offers this option. The mobile virtual tour experience has replaced our partners' need for a personal, school-branded app. Our partners see better results with the mobile browser option because students do not have to download another application.

6. 24-hour product support

Confirmed. YouVisit has product support engineers on call 24 hours a day, 7 days per week to monitor crucial systems. Alerts go to various channels to ensure someone responds anytime a system issue occurs. Alerts are responded to <1 minute on average during business hours and <2 minutes after hours. We strive to respond to each user need within 30 minutes of notification of any partner site issue. For critical/blocking issues, including accessibility issues, we provide an estimate within two business days and attempt resolution within five business days, depending on complexity. We also perform software updates approximately every two weeks as needed for minor fixes. Major fixes, upgrades, and releases are performed quarterly.

Online maintenance and support are available through the support email, and via direct communication with your dedicated Partner Success Manager. Your Partner Success team serves as the first point of contact for support and can triage and escalate issues to our technical team as needed. We also provide an online help center with self-service options for resolving select issues that may arise. In addition, we have attempted to make the virtual tour user interface as intuitive and streamlined as possible to minimize issues.

7. Reporting and analytic features

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

Inquiry Insights

- ✓ Insight into individual visitor data and behavior to tailor recruitment strategy
- ✓ Dashboard with engagement-based filters to target audiences based on their online activity
- ✓ A user engagement score calculated from interactions with your virtual tour and other tours the user visits

Virtual Tour Analytics

- ✓ Benchmark performance against schools in EAB network
- ✓ Network benchmarking by sector type and size
- ✓ Year-over-year period over period trends

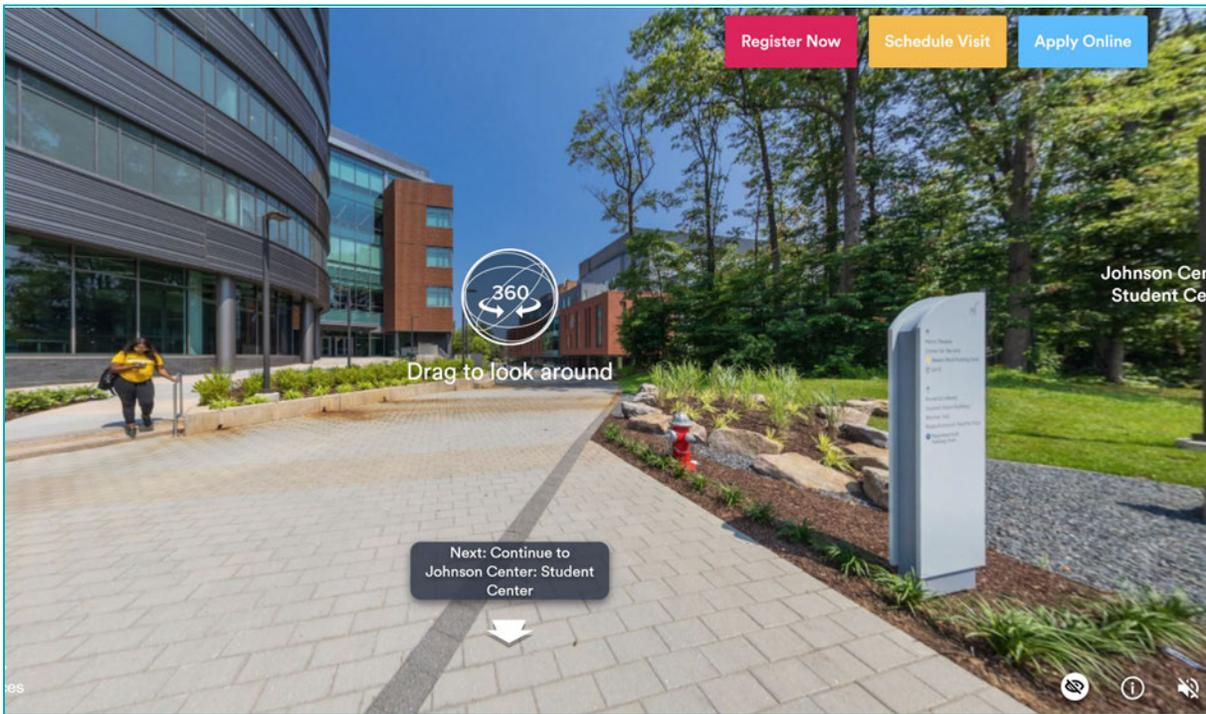
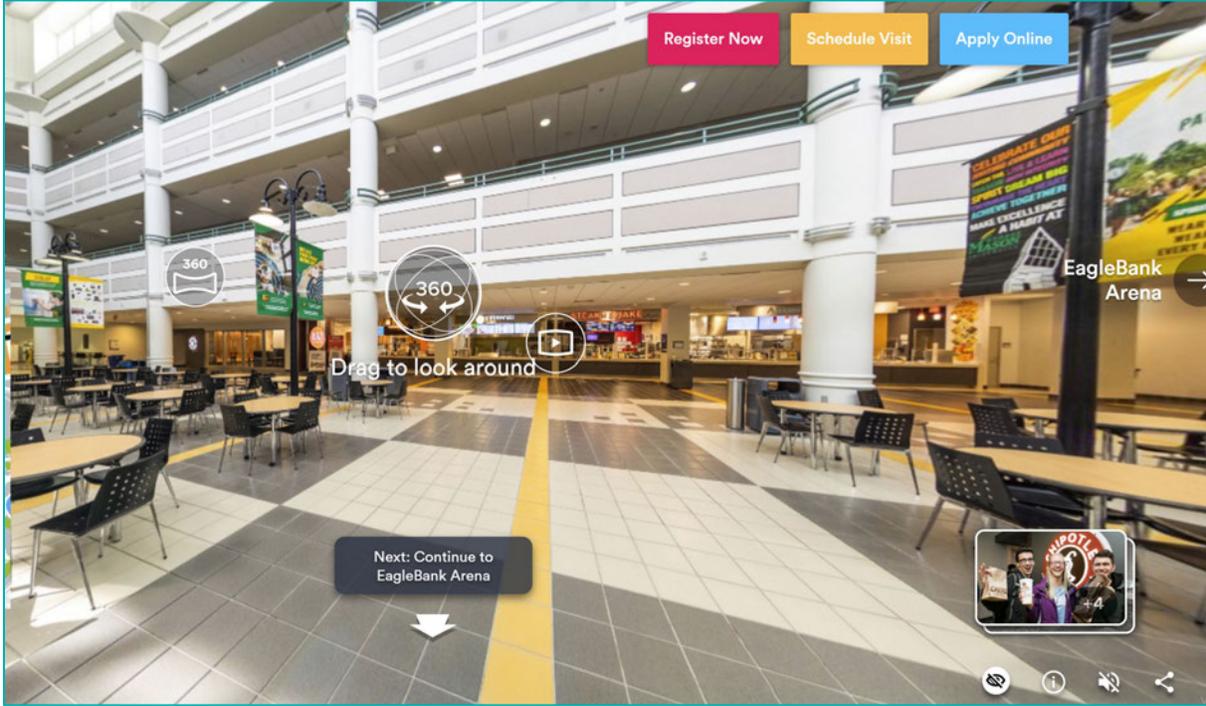
8. Walking Tour

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

Interactive Campus Maps include the following features:

9. 360° Panoramas

Confirmed. YouVisit provides 360-degree Panoramas that provide a fully immersive experience to your online visitors. EAB and the YouVisit Studios Production Team emphasize the importance of producing high-quality images to ensure students feel immersed and engaged. We know that low-quality content capture can hinder a visitor's experience, so we assure our partners that our images and photos are above industry standards. The following screenshots are examples from GMU's virtual tour that demonstrate the types of scenes YouVisit captures with 360° Panoramas:



Within these images, YouVisit intelligently displays calls to action at key moments to drive engagement and encourage them to take the next step in a personal journey. We use proprietary AI technology to prompt the user to take action at the opportune time during a tour experience (i.e., a call-to-action screen will pop up at a certain time during the tour, based on behavior, even though the call-to-action buttons are always available).

Examples of embedded calls to action include:

- **“Register”** to capture inquiry contact information
- **“Schedule Visit”** to drive traditional campus visit activity
- **“Learn More”** to foster additional engagement among inquiries we capture



10.Options for multiple campuses

Confirmed. YouVisit allows our partners to showcase multiple campuses by either adding stops to their existing tour or by creating Mini Tours that show off specific programs or alternate campuses. GMU currently has a stop on its tour for the Arlington campus. With the addition of a Mini Tour, GMU would be able to display multiple stops at the Arlington campus. Multiple mini tours can be added for different campuses with an associated cost. Partners have created Mini Tours focused on the interests of specific student end-users, such as a tour for pre-med students or a tour focusing on the College of Business. Mini Tours are provided with 10 stops and include all of the functionality of the standard tour. Again, if a full Mini Tour for other campuses is not desired, your team can add additional “one-off” stops to your current tour.

11. Live tour guide

Confirmed. EAB provides an audio guide to accompany your virtual tour. Our Studios Production Team will partner closely with you to make any updates to your story and script. The audio guide plays in the background at tour destinations. The audio guide is produced in conjunction with skilled, professional voice actors whom we contract and manage. We also offer translation services and can record your audio guide in multiple languages, including Spanish, Vietnamese, and Arabic, if desired.

12.Discipline/ interest specific tour routes and/or pathways (option to customize tour route and content based on academic interests and disciplines

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

5. Proposed Pricing

See section XIII. Provide a project budget that includes a total cost, inclusive of administrative overhead and expenses to complete the project. Travel within the Fairfax, VA area should be included in pricing. All other travel expenses may be invoiced to Mason at cost, in accordance with the Commonwealth of Virginia's (GSA) per diem rates and Mason's travel policies. <http://fiscal.gmu.edu/travel/>.

EAB's Price Proposal

EAB is pleased to offer the following preferred pricing to GMU. All fees listed are annual and fully inclusive of all features and aspects of service outlined in our proposal. We are committed to this all-inclusive approach because it provides our partners with the highest level of service and greatest return on investment.

To demonstrate our interest in continuing our partnership, we are offering GMU the following EAB Investments:

- Language translation services for two languages for the price of one
- Discount on optional additions, including a reduction of \$9,500 for optional content update, and more than 20% off annual fees for optional mini tours.

In addition, please note:

- All fees are guaranteed for 90 days following the RFP submission date.
- Should any part of this proposal not reflect your needs or budget, EAB would welcome the opportunity to redefine the scope of services accordingly.

Overview of Tour Offerings

EAB's YouVisit Virtual Tour		
Virtual Tour Technology	Up to 20 virtual tour stops (utilizing flat-approach photos and immersive 360-degree photos at each stop)	X
	1-3 Hotspots (layered media that expands from a point of interest) or Positional Media (2D video embedded within a scene) per tour stop	X
	Up to 6 Action Zones (video embedded into the 360-degree photos)	X
	Audio guide	X
	Multilingual translation services [Spanish with one gratis additional language]	X
	Google Maps integration	X
	Conversational Inquiry Form	X
Account Management, Maintenance, and Support	Quarterly content updates (with option to provide updates more frequently or via self-service as needed)	X
	Placement on and promotion to YouVisit.com and third-party websites to supplement .edu traffic	X
	Quarterly performance review with a Partner Success Manager	X
	Onboarding and training	X
	Audience Analytics Portal with performance data, benchmarking, and reporting	X
	Maintenance and support	X
	Server space and media storage	X
Virtual tour Content Management System	X	

Cost Proposal

EAB's YouVisit Virtual Tour	Year 1
Annual Tour Subscription Fee²	\$26,522
Annual Translation Fee²	\$4,000 \$2,000
One Time Implementation fee	1,000
Total	\$29,522

Optional Additions

<p>Content Update</p> <p>While your Virtual Tour requires limited maintenance and associated ongoing costs, should GMU desire to update your virtual tour to reflect updates to your campus (e.g., building renovations, new buildings), EAB will capture new areas on campus for inclusion in the tour.</p>	<p>Photo and Video Refresh Fee</p>	<p>\$19,500 \$10,000</p>
<p>Mini Tour</p> <p>Should GMU determine that additional tour stops are necessary to best represent your campus and surrounding areas, EAB offers a "Mini Tour" package, which includes 10 tour stops. We are also offering pricing for a Platinum Mini tour which includes 10 stops and up to 3 action zones.</p>	<p>Mini Tour Fee (10 tour stops) Implementation Fee</p>	<p>\$17,000 \$12,500² \$4,500</p>
<p>Interactive Campus Map</p> <p>Should GMU determine the need to update the virtual tour to include an interactive campus map, including embedded interactive content, Trails, directions, and self-guided tours, EAB is pleased to offer our Interactive Campus Map services.</p>	<p>Interactive Campus Map Annual Fee</p>	<p>\$27,000 \$19,000²</p>
<p>Additional Tour Stops</p> <p>GMU can add additional stops to the Standard Tour as needed. You can also add additional stops to the Standard Tour, though we advise against having more than 20 stops per tour.</p>	<p>Implementation Fee</p>	<p>\$10,000</p>
<p>Additional Tour Stops</p> <p>GMU can add additional stops to the Standard Tour as needed. You can also add additional stops to the Standard Tour, though we advise against having more than 20 stops per tour.</p>	<p>Annual Fee (Per Tour Stop)</p>	<p>\$1,500</p>

² Subject to 3% annual price increase for subscription fees

6. Sample Project/Tour

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

7. Reporting Features

Include examples of available reporting features – insight/analytics sample.

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

8. Additional Information

In your proposal response please address the following:

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

There is no material, pending litigation to which EAB, or, to our knowledge, any of our subcontractors, is currently a party that we reasonably believe could adversely affect our ability to meet contract requirements pursuant to this RFP.

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

In the past three years, we have not been a party to any material regulatory proceedings that we reasonably believe could adversely affect our ability to meet contract requirements pursuant to this RFP.

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

EAB is in litigation with the Washington, DC, government over tax incentive credits. However, there is no material pending litigation to which EAB, or, to our knowledge, any of our subcontractors, is currently a party that we reasonably believe could adversely affect our ability to meet contract requirements pursuant to this RFP.

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

In 2014, we changed our name from "Education Advisory Board" to simply "EAB," but that did not carry with it a legal name change.

Appendices

Included with EAB's Response to George Mason University's RFP # GMU-1861-23 (Virtual Campus Tours)

- Appendix A** ▶ **Letter of Authority**
- Appendix B** ▶ **Signed Cover Page and Addenda**
- Appendix C** ▶ **Small Business Subcontracting Plan**
- Appendix D** ▶ **EAB's Letter of Exceptions**

Appendix A: Letter of Authority



2445 M Street NW | Washington DC 20037
P 202.266.5600 | F 202.266.5700 | eab.com

May 11, 2023

To Whom It May Concern:

The individuals named below are authorized to review and execute contracts on behalf of EAB Global, Inc. The effective date of this authorization is May 11, 2023. It shall run until revoked, or until an individual named below is no longer an employee of EAB Global, Inc.

Authorized Individuals

- Shelli Volpp, Associate Director, Partner Success, Virtual Tours

Approved:

A handwritten signature in blue ink, appearing to read "Richard Dyer".

Richard Dyer
General Counsel & Secretary

[Washington DC](#) | [Richmond](#) | [Birmingham](#) | [Minneapolis](#)

Appendix B: Signed Cover Page and Addenda



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS GMU-1861-23

ISSUE DATE: May 04, 2023

TITLE: Virtual Campus Tours

PRIMARY PROCUREMENT OFFICER: Sandra Magnani, Senior Buyer
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on May 15, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and on the [Mason Purchasing Website](#) by 5:00 PM ET on May 18, 2023.

PROPOSAL DUE DATE AND TIME: June 12, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. **SEE SECTION XIV.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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: EAB Global, Inc.

Date: 6/12/23

DBA: _____

Address: 2445 M Street NW

Washington, DC, 20037

By: Shelli Volpp
Signature

FEI/FIN No. 82-2931750

Name: Shelli Volpp

Fax No. N/A

Title: Associate Director, Partner Success, Virtual Tours

Email: SVolpp@eab.com

Telephone No. (804) 538-0481

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

SWaM Certification Number: _____

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.



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

RFP ADDENDUM NO. 1:

Date: May 22, 2023
Reference: RFP # GMU-1861-23
Title: Virtual Campus Tours
RFP Issued: May 04, 2023
Proposal Due Date: **June 14, 2023 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

1. **CHANGE/EXTEND QUESTIONS/INQUIRIES:** Submit all inquiries through Mason’s Bonfire Portal, **no later than 4:00 PM Eastern Time (ET) on May 31, 2023.** All questions must be submitted through Mason’s Bonfire portal. For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. **Responses to questions** will be posted to Mason’s Bonfire portal and on the Mason Purchasing Website by **5:00 PM ET on June 02, 2023.**
2. **CHANGE/EXTEND PROPOSAL DUE DATE AND TIME:** **June 14, 2023 @ 2:00 PM ET.** ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. SEE SECTION XIV.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.
3. **Section XIX: RFP SCHEDULE:** Update as follows:
 - Original issue date: 5/04/23
 - Reissue Date: 5/22/23
 - Vendors submit questions by: 5/31/23 by 4:00 PM ET
 - Post Question Responses: 6/02/23 by 5:00 PM ET
 - Proposals Due: 6/14/23 @ 2:00 PM ET
 - Proposals to Committee: 6/16/23
 - Review and Score Proposals: 6/19/23 – 7/07/23
 - Scores to Purchasing: 7/10/23
 - Oral presentations (if necessary): 7/24/23 – 7/28/23
 - Negotiations/BAFO: Start week of 7/31/23
 - Award: 8/31/23
 - Contract Start Date: 9/01/23

I hereby acknowledge receipt of RFP# GMU-1861-23, Virtual Campus Tours

EAB Global, Inc.

Name of Offeror/Firm

Shelli Volpp

Name (Print or typed)

Shelli Volpp

Signature

5/24/23

Date

Appendix C: Small Business Subcontracting Plan

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: EAB Global, Inc.

Preparer Name: Shelli Volpp **Date:** 5/22/23

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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

Appendix D: EAB's Letter of Exceptions



May 24, 2023

Sandra Magnani, Senior Buyer
George Mason University
Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030

Re: Request for Proposal GMU-1861-23 – Letter of Exceptions

Dear Ms. Magnani,

EAB Global, Inc. ("EAB" or "Contractor") is pleased to respond to the above referenced Request for Proposal for Virtual Campus Tours (the "Services") issued by George Mason University (the "University").

As you may know, EAB, as successor in interest to YouVisit, LLC, currently provides virtual tour services to the University pursuant to the Virtual Campus Tour contract (GMU 1491-18) dated October 2, 2018 (the "Original Contract"). Section 7 of the Original Contract made YouVisit's Services Agreement a part of the Original Contract. EAB proposes that the parties do the same relative to GMU 1731-21 (i.e., incorporate EAB's Master Agreement (available at <https://eab.com/terms-of-use/master>) to make it a part of the contract). In the event this is not practicable, EAB agrees to negotiate in good faith the inclusion of additional terms that are necessary for EAB to provide the Services.

1. EAB requests the following changes to the RFP terms and conditions:

- a. Section V, Additional Users. Contractor is willing to engage other Virginia colleges and universities on substantially similar terms. Please note, however, that pricing for Contractor's services is based on the scope and size of the institution and our agreed-upon strategy. Therefore, costs may vary by institution based on these factors and further conversation would be needed before confirming.

In addition, please make the following changes to this Section:

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, t~~ 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.

- b. Section VII, SWaM Certification. Please strike this provision in its entirety as given the nature of the Services, EAB does not hire subcontractors specific to any client.
- c. Section VIII. Small Business Subcontracting Plan. Please strike as not applicable to the Services. Given the nature of the Services, EAB does not hire subcontractors

specific to any client.

- d. Section XVIII. Solicitation Terms and Conditions. Please modify the terms set forth in the Solicitation Terms and Conditions as set forth below:
- i. B. Anti-Discrimination: Please strike Paragraph 2 of this Subsection as not applicable to the Services. Contractor does not hire vendors for individual clients and will not hire subcontractors specific to this engagement.
 - ii. H. Qualifications of (Bidders/Offerors): Please add the following to this provision:

Notwithstanding the foregoing, any inspection of Contractor’s physical facilities (an “Inspection”) shall be conducted: (a) with at least ten (10) days’ advance written notice; (b) at University’s expense; (c) during Contractor’s normal business hours; and (d) not more than one (1) time per year. Furthermore, Contractor shall have the right to exclude from such Inspection any of its confidential or proprietary information which was not otherwise provided to University as part of the Services, and the results of any Inspection shall be subject to the confidentiality provisions of the Contract or a mutual non-disclosure agreement, if applicable.
 - iii. I. Testing and Inspection: Please strike this provision in its entirety as this is not a contract for goods. Additionally, please refer to the Warranties provision in EAB’s Master Agreement, which is specifically tailored to the Services.
 - iv. J. Use of Brand Names: Please strike this provision in its entirety as this is not a contract for goods.
- e. Section XVII. Solicitation Terms and Conditions, Subsection B(2) Compliance with Law. Please revise the first sentence as follows:
- All goods and services provided to George Mason University shall be done so in accordance with any and all [applicable](#) local, state and federal laws, regulations and/or requirements.
- f. Section XVII. Solicitation Terms and Conditions, Subsection B(3) Conflict of Interest. Please add the following:
- Notwithstanding the foregoing, the parties hereby agree that the Selected Firm provides the Services and other related services to other educational institutions and the provision of the Services or other related services does not constitute a conflict of interest.
- g. Section XVII. Solicitation Terms and Conditions, Subsection B(6) Subcontracts. Please revise this provision in its entirety as follows:
- In performing the Services, Contractor acts as an independent contractor and not as University’s employee or agent. Contractor shall have the right to use third parties, including, without limitation, its subsidiaries, in performance of its obligations and Services hereunder.
2. EAB requests the following additional changes to ATTACHMENT B – SAMPLE CONTRACT:
- a. Section VII, Contract Documents. Please replace with the following:

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

 - A. This signed form, as amended;
 - B. EAB’s Master Agreement, including Enrollment Services Program Supplement (attached);
 - C. Data Security Addendum (attached);
 - D. Negotiation Responses dated XXXXX (attached);

- E. RFP No. GMU-XXXX-XX, in its entirety (attached);
 - F. Contractor's proposal dated XXXXX (attached).
- b. Section IX, Contract Participation. Please remove this provision in its entirety in favor of the proposed Additional User language above.
 - c. Section X, Standard Terms and Conditions, Subsection B, Anti-Discrimination. Please strike this provision in its entirety in favor of the Anti-Discrimination language proposed above.
 - d. Section X, Standard Terms and Conditions, Subsection D, Assignment. Please replace this Subsection with the following, which requires that each party receive consent before assignment:

Neither party may assign this Contract without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, assignment by operation of law shall not require consent of the non-assigning party. This Contract shall be binding upon the parties and their respective successors and permitted assigns.

- e. Section X, Standard Terms and Conditions, Subsection E, Audit. Please add the following to the end of this Subsection:
- Notwithstanding the foregoing, any such examination or audit shall be conducted: (a) with at least ten (10) days' advance notice; (b) at the University's expense; (c) during Contractor's normal business hours; and (d) not more than one (1) time per year. Furthermore, Contractor shall have the right to exclude from such audit any of its confidential or proprietary information which was not otherwise provided to the University as part of the Services, and the results of any audit shall be subject to the confidentiality provisions of the Contract or a mutual non-disclosure agreement, if applicable.
- f. Section X, Standard Terms and Conditions, Subsection F, Availability of Funds. Please replace this Section with the following, which allows for termination for lack of funds subject to commercially reasonable conditions:

University represents and warrants that funds sufficient to meet all financial obligations hereunder for the first year of the contract term have been allocated and are available. Further, Contractor agrees and understands that from the first anniversary of the start date of the contract term, the financial obligations of University to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the University. In the event that the entities controlling such funding fail to appropriate funds within five percent (5%) of the previous contract year's appropriation and University has determined, in University's sole discretion, that there are insufficient funds available to cover University's obligation for the upcoming year of the contract term under this Contract, University shall have the right to terminate this Contract for the upcoming year of the contract term without damage, penalty, cost, or further obligation, provided: (i) University has notified Contractor in writing of its intention to exercise such option at least ninety (90) days in advance of such anniversary of the start date of the contract term; and (ii) University has provided sufficient documentation of such decrease in appropriation of funds.

- g. Section X, Standard Terms and Conditions, Subsection H, Background Checks. EAB conducts commercially reasonable background checks on employees and contractors that will provide Services pursuant to the Contract. Please strike the last sentence of this subsection as these additional checks are currently not included in Contractor's standard background checks package as per our background checks service provider.
- h. Section X, Standard Terms and Conditions, Subsection I, Cancellation of Contract. Please replace this Subsection with the following which provides reciprocal termination rights for the parties in the event either party defaults on a material obligation:

Except as otherwise provided herein, the Contract may only be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the Contract, as applicable, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) Contractor, all fees due to Contractor under the Contract shall promptly become due and payable and (ii) University, Contractor will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date) and, in each case, Contractor will be released from any further obligation to provide the applicable Services.

- i. Section X, Standard Terms and Conditions, Subsection J, Changes to the Contract: Please strike Paragraph 2 of this Subsection as inapplicable to the Services. Such provisions are more appropriate for the purchase of goods. Contractor expects that any changes to the Contract will be set forth in a mutually agreed upon amendment.
- j. Section X, Standard Terms and Conditions, Subsection K, Please add the following to Subsection (1):

The University must submit written claims to:
 General Counsel
 EAB Global, Inc.
 2445 M Street NW
 Washington, DC 20037
legal@eab.com

- k. Section X, Standard Terms and Conditions, Subsection L, Collection and Attorney's Fees: Please strike this provision in its entirety.
- l. Section X, Standard Terms and Conditions, Subsection M, Compliance. Please revise this provision as follows as several of the proposed acts are non-applicable to the nature of the Services:

All goods and services provided to 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 Mason facilities will comply with all applicable reasonable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.qmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.

- m. Section X, Standard Terms and Conditions, Subsection N, Confidentiality of Personally Identifiable Information. Please replace this Section with the following, which sets forth commercially reasonable confidentiality protections for the University's confidential information, including personally identifiable information and is specifically tailored for the Services:

Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by University in the Contract or in a separate writing, Contractor will keep confidential any and all U-P Data (as such term is defined in EAB's Master Agreement). Notwithstanding the foregoing, University agrees that Contractor shall not be obligated to maintain the confidentiality of U-P Data that is

known to Contractor prior to receiving the U-P Data from University or that becomes known (independently of disclosure by University) directly or indirectly from a source other than one having an obligation of confidentiality to University or that is independently developed by Contractor. University agrees that Contractor may collect aggregated statistical data regarding University's use of the Services and provide such aggregated statistical data to third parties.

The Materials (as such term is defined in EAB's Master Agreement) are confidential to Contractor and its suppliers, if any. Thus, University shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, the Materials by any of its Personnel to any third party without the express prior written consent of Contractor. In addition, except as required by law, University shall not disclose the fees charged by Contractor to University to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to University and, in each case, are bound by confidentiality obligations to University. University shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. "Personnel" means a party's officers, directors, trustees, employees and agents. Notwithstanding the foregoing, a party may disclose U-P Data and the Materials to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under the Contract, including to make such court filings as it may be required to do.

- n. Section X, Standard Terms and Conditions, Subsection O, Conflict of Interest: Please add the following to this provision:

Notwithstanding the foregoing, the parties hereby agree that the Contractor provides the Services and other related services to other organizations and the provision of the Services or other related services does not constitute a conflict of interest.

- o. Section X, Standard Terms and Conditions, Subsection R, Default: Please note that Contractor cannot agree to pay for replacement costs of the Services in the event of termination. Please replace this Subsection with the proposed Cancellation of Contract language above.
- p. Section X, Standard Terms and Conditions, Subsection U, Export Control: Please delete this provision in its entirety as it is not applicable to the nature of the Services.
- q. Section X, Standard Terms and Conditions, Subsection V, Force Majeure: Please revise this provision in its entirety as follows to permit mutual force majeure obligations:-

Provided that payment obligations shall not be excused, either party shall be excused from performance of its obligations under the Contract if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, pandemic, strike, embargo, terrorist attack, war, insurrection, or riot or any other cause beyond the reasonable control of such party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

- r. Section X, Standard Terms and Conditions, Subsection W, Future Goods and Services: Please strike as not applicable to the Services.
- s. Section X, Standard Terms and Conditions, Subsection Y, Indemnification: If Contractor is to agree to indemnify University, the indemnity provision must be standard language tailored to the Services and acceptable to our insurance company. Please replace this Subsection in its entirety as follows:

Contractor will indemnify, defend and hold harmless University and its personnel from

any and all third party claims, liabilities and expenses arising from any infringement, misappropriation, or other violation by the Services of any United States patent, copyright, trademark, service mark, or trade secret right of a third party; provided that University used the Services in accordance with the terms of the Contract and consistent with the purpose for which they were provided to University. Contractor shall have no liability for any claim of infringement based on (a) Services which have been modified by University or any third party on University's behalf, (b) University's use of the Services in connection with data, including U-P Data, where use with such data gave rise to the infringement claim, or (c) University's use of the Services with third party software or hardware, where use with such other software or hardware gave rise to the infringement claim. Should the Services become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor may, at its option, (x) obtain the right for University to continue using the Services, (y) replace or modify the Services so they are no longer infringing, or (z) if neither of the foregoing options is commercially reasonable, terminate the right of University to use the affected Services. Upon such termination, Contractor will refund to University, as University's sole remedy for such termination, any fees paid for Services to be provided following the effective termination date. This Section states Contractor's entire liability with respect to any claim of infringement regarding the Services.

- t. Section X, Standard Terms and Conditions, Subsection Z, Independent Contractor. Please delete this provision in its entirety in favor of the Independent Contractor and Indemnification language proposed above.
- u. Section X, Standard Terms and Conditions, Subsection AA, Information Technology Access Act: Accessibility for users with disabilities is a core and ongoing part of Contractor's development roadmap. We design and develop our technology with accessibility standards and best practices in mind, with a central goal to deliver accessible solutions that are compliant. Please replace the second paragraph of this subsection with the following:

Contractor will work with University to ensure that the Services that it provides to University comply with accessibility standards to the extent applicable. To the extent Contractor becomes aware the Services, or any portion thereof, do not comply with applicable accessibility standards, then Contractor will to the extent commercially reasonable, at no cost to University, attempt to perform all commercially reasonable remediation to make the Services satisfy the applicable accessibility standards.

- v. Section X, Standard Terms and Conditions, Subsection BB, Insurance: EAB requests the following edits, for language acceptable and approved by our insurance company:

INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to 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 Mason shall be ~~named~~ included as an additional insured, except with respect to Workers Compensation.

1. Commercial General Liability Insurance in an amount not less than \$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 \$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, ~~Workers' Compensation~~, and Commercial Automobile Liability Insurance.

- w. Section X, Standard Terms and Conditions, Subsection CC, Intellectual Property: Please strike this provision in its entirety and replace it with the following intellectual property ownership terms describing the ownership of intellectual property which would arise under the Contract. Please also note that EAB's proposed modification to Subsection Z sets forth EAB's indemnification obligations in the event of an intellectual property claim:

University hereby grants Contractor authorization to use U-P Data to the extent expressly authorized in these Terms. As between the parties, University owns the U-P Data. University hereby grants Contractor a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the U-P Data: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify University for any lawful purpose in Contractor's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Contract. As between the parties, Contractor owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the U-P Data or other materials based on or incorporating U-P Data, except for the U-P Data therein) (collectively, the "Materials"), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by University by the Contract. University is authorized to use the Services or the Materials only to the extent expressly authorized in these Terms. Upon termination or expiration of the Contract, University's rights to and its use of the applicable Services and the Materials shall promptly cease, except that University may continue to use any Materials solely for internal purposes. Upon request, University shall return any Materials if the continued use thereof would be prohibited under this Contract.

To the extent University enrolls in additional Contractor programs (each, an "Additional Program"), U-P Data collected or processed by Contractor may be combined with the U-P Data collected or processed hereby as may be expressly directed by University to the extent allowed by law.

The definition of Materials as set forth in the Master Agreement shall also include the components displayed by EAB on behalf of University (except the U-P Data therein) on any Platform (as defined below), including without limitation, (i) taxonomy, graphics, icons, logos, buttons and aggregated data compilations; (ii) any photographs, 360 degree panoramas, videos and other media specific to University edited by EAB whether or not such original media was created by EAB or supplied by University ("Edited Media"); (iii) log files, event data, GPS data, cookies, clear gifs, scripts and other technologies used by EAB in the course of providing the Services and any related data collected, (iv) any and all software used to provide virtual experiences on any Platform, (v) any and all Cappex Inquiries and Cappex Candidates, and (vi) any trademarks, logos and service marks of EAB displayed on any Platform. Organization may not modify, decipher, decompile, disassemble, reverse engineer, distribute, transmit, republish, display or perform any of the Materials (i) except as expressly authorized in the Agreement, or (ii) without EAB's prior written consent. EAB may use any ideas, concepts, know-how or techniques regarding improvements or additions to the Services provided by Organization. For purposes of this Supplement, "Platform" shall mean any site to which the Services are posted, including (i) www.eab.com; (ii) www.youvisit.com; (iii) www.cappex.com or www.collegegreenlight.com; (iv) University's website, mobile applications and/or online services; (v) any website or mobile applications hosted by EAB on behalf of University; and (vi) any EAB partner or affiliate website.

- x. Section X, Standard Terms and Conditions, Subsection FF, Publicity: Please add the following to this Subsection:
 - Notwithstanding the foregoing, Contractor may use University's name on a list of organizations in Contractor programs.
- y. Section X, Standard Terms and Conditions, Subsection GG, Remedies: Please replace this Subsection with the proposed Cancellation of Contract language above, which provides reciprocal termination rights for the parties in the event either party defaults on a material obligation.
- z. Section X, Standard Terms and Conditions, Subsection FF, Renewal of Contract: Please note that Contractor does not tie price increases to the Consumer Price Index. Please modify this provision in its entirety as follows:

This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract.

- aa. Section X, Standard Terms and Conditions, Subsection JJ, Response to Legal Orders, Demands, or Requests for Data: Please make the following revisions to the first paragraph of this subsection:

Except as otherwise expressly prohibited by law, Contractor will: i) immediately promptly notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests, at Mason's cost, in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

- bb. Section X, Standard Terms and Conditions, Subsection MM, Subcontracts: Please delete this provision in its entirety in favor of the Independent Contractor language proposed above.
- cc. Section X, Standard Terms and Conditions, Subsection NN, SWaM Certification: Please strike this provision in its entirety as given the nature of the Services, EAB does not hire subcontractors specific to any client.
- dd. Section X, Standard Terms and Conditions, Subsection OO, University Data: Please strike the first sentence of the first paragraph of this Subsection in favor of EAB's proposed definition of "University Data" as set forth above.
 - i. Please replace "except as required by the Contract" with "except as set forth in the Contract" in the first sentence of the first indented paragraph of this provision. Please replace "University Data" with "personally identifiable University Data" in the second sentence of the paragraph. Additionally, please note Contractor's proposed Confidentiality and Ownership language proposed above.
 - ii. Please strike the first sentence of the second indented paragraph of this provision as Contractor cannot accept restrictions on its use of offshore subcontractors. Please also add "Except as otherwise allowed by the Contract" to the beginning of the second sentence. Please also strike "have read, understood, and received appropriate instruction as to how to comply with" with "will comply with" in the third sentence.
 - iii. Please delete the fourth indented paragraph of this sub-provision as Contractor is not a data warehouse and should never have the sole copy of any partner data, and, though we have robust backup procedures. Please note, in the unlikely event of losing data GMU would simply need to resend the latest data feed to Contractor.

- iv. Please add "Except as may be required by law or regulation" to the beginning of the last sentence of the fifth indented paragraph:
- v. Please delete the add the sixth indented paragraph given the nature of the Services.
- vi. Please strike the seventh indented paragraph in its entirety in favor of the below language to incorporate EAB's proposed Data Processing Addendum (available at <https://eab.com/data-processing-addendum>), which sets forth each party's obligations in relation to the GDPR:

The Data Processing Addendum attached hereto ("DPA") and incorporated herein by reference is applicable to the Contract if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation ("GDPR"), only to the extent that (i) University is the Controller (as defined in the DPA) of Personal Data and Contractor is a Processor of Personal Data, and (ii) the Services involve the Processing of U-P Data related to individual that at the time of Processing is located in a jurisdiction subject to the GDPR.

- ee. Section X, Standard Terms and Conditions, Subsection PP, University Data Security:
 - i. Please replace "Immediately" with "Promptly" and strike "could have" from the first sentence of the first indented paragraph.
 - ii. Please strike items (2) and (3), and (4) from the list in the second indented paragraph as they are non-applicable given the nature of the Services.
 - iii. Please strike the first sentence of the third indented paragraph in favor of the Audit language proposed above in section 3(d).
- ff. Section X, Standard Terms and Conditions, Subsection QQ, University Data Upon Termination or Expiration: Please revise this provision as follows. Please note that the struck second paragraph is not applicable to a software as a service offering and that Contractor does not share inventory and configuration of its IT assets with clients.

~~Within thirty (30) days of a written request following~~ Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed ~~as directed by Mason in its sole discretion within 180 days of the request being made.~~ Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses ~~commercially reasonable~~ facilities and methods ~~that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition.~~ ~~Following termination of the Contract,~~ In the event that Mason requests ~~in writing~~ 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 eserowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy 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 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 Mason. Contractor will work closely with its successor to ensure a successful transition to the new~~

~~equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.~~

gg. Section X, Standard Terms and Conditions, Subsection RR, University Review/Approval: Please strike this subsection in its entirety as Contractor does not agree to a satisfaction standard.

3. Contractor requests the following additional changes to ATTACHMENT C - Data Security Addendum for inclusion in GMU-1861-23 with George Mason University.

- a. Section 1. Definitions: Please modify the definition of "University Data" in its entirety whereas it is in alignment with the definition of "U-P Data" provided above.
- b. Section 1. Definitions: Please strike items (2), (3), and (4) from the definition of "Sensitive University Data" as they are non-applicable.
- c. Section 2. Data Security: Please strike subsection (b) of this provision as the Services do not store, access, process, or transmit cardholder information.
- d. Section 3. Employee Background Checks and Qualifications: Please strike this Section in its entirety as Contractor certifies is has conducted commercially reasonable background checks on employees and contractors that will provide Services pursuant to the Contract.
- e. Section 4. Insurance: Please strike in its entirety.
- f. Section 5. Security Breach: Please modify this provision as follows:

Liability. In addition to any other remedies available to the University under law or equity, ~~if it is determined that Contractor was the cause of the security incident/breach, and to the extent such breach was caused by Contractor,~~ Selected Firm/Vendor will reimburse the University ~~in full~~ for all costs ~~required by law with respect to incurred by the University in the~~ investigation and remediation of any Security Breach of Sensitive University 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 ~~caused by Contractor.~~

g. Section 6. Audits, Subsection (a): Please revise this provision as follows because Contractor currently conducts SOC 2 Type II audits annually for the Services, Contractor perform vulnerability scans using approved third party service providers, and Contractor employs an approved third party pen testing provider to conduct annual penetration testing of the Navigate platform.

Selected Firm/Vendor will at its expense conduct or have conducted at least annually ~~a: 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 a scanner 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; 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.~~

h. Section 6. Audits, Subsection (b): Please revise this provision as follows:

Additionally, the Selected Firm/Vendor will provide the University upon request the executive summaries of 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.

- i. Section 6. Audits, Subsection (c): Please revise this provision as follows:

AICPA SOC Report (Type II)/per SSAE18: ~~Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. Only if the subservice provider(s) approves the sharing of their SOC 2 reports with Contractor's clients and upon request from GMU, Contractor can work with the subservice provider(s) to execute an NDA in order to share the report with GM.~~ It is further agreed that the SOC report, which will be free of cost to the University, will be provided upon written request no more than annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

Thank you. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Shelli Volpp".

Shelli Volpp, Associate Director, Partner Success, Virtual Tours

(804) 538-0481, SVolpp@eab.com

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) supplements and amends the Contract with regards to the processing of EU Personal Data. This Addendum applies to EAB’s processing of Personal Data provided by University to EAB. Except as expressly stated otherwise, in the event of any conflict between the terms of this Addendum, including any policies or appendices referenced herein, and the Contract, the terms of this Addendum shall take precedence. Capitalized terms not otherwise defined herein will have the meanings given to them in the Contract.

I. Definitions:

- a. **Data Protection Legislation:** all applicable legislation relating to the protection and processing of Personal Data in any relevant jurisdiction, including (without limitation): the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the ePrivacy Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, or any other legislation which implements any other current or future legal act of the European Union concerning the protection and processing of personal data and any national implementing or successor legislation), and including any amendment or re-enactment of the foregoing;
- b. **Personal Data:** has the meaning given to it in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which EAB is a processor in connection with the performance of its obligations under the Contract; and
- c. **“Data Subject”, “processing and process”, “Supervisory Authority”, “controller”, “processor”** and **“appropriate technical and organisational measures”** shall have the meanings given to them in the Data Protection Legislation.

II. Instructions

- a. EAB will comply and will procure that its employees, agents and subcontractors comply with their respective obligations under the Data Protection Legislation and will not do or omit to do anything that would cause University to breach their obligations under the Data Protection Legislation.
- b. The parties acknowledge and agree that for the purposes of the Data Protection Legislation, University is the controller and EAB is the processor of the Personal Data. Each Program Order Form sets out the scope, nature and purpose of processing by EAB, the duration of the processing and the types of personal data and categories of Data Subject. In no circumstances shall EAB be entitled to process the Personal Data for its own purposes.

III. Obligations on University

In relation to the processing of Personal Data, University confirms, represents and warrants that it acts as a controller and that it shall:

- a. comply with Data Protection Legislation when processing Personal Data, and shall only give lawful instructions to EAB;
- b. rely on a valid legal basis under Data Protection Legislation in order to process the Personal Data and share the Personal Data with EAB, including obtaining Data Subjects’ consent if required or appropriate under Data Protection Legislation;
- c. obtain appropriate consents from Data Subjects for the purposes of direct marketing activities (whether conducted by the Company or the Customer) and provide the necessary opportunity for Data Subjects to opt-out of such processing, in accordance with applicable Data Protection Legislation;
- d. provide appropriate notice to the Data Subjects regarding the processing of Personal Data, in a timely manner and in accordance with the requirements of the applicable Data Protection Legislation;
- e. take reasonable steps to ensure that Personal Data is accurate, complete and up to date, is limited to what is necessary for the purposes of the processing and is kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is processed, unless a longer retention period is required or permitted under applicable EU or Member State law;

- f. implement appropriate technical and organisational measures to ensure, and to be able to demonstrate that the processing of Personal Data is performed in accordance with applicable Data Protection Legislation; and
- g. cooperate with EAB to fulfil their respective data protection compliance obligations in accordance with Data Protection Legislation.

IV. **Obligations on EAB**

In processing Personal Data on behalf of University, EAB acting as processor shall:

- a. only act on the instructions of University as set out in the Contract or as otherwise documented by University, unless any EU or Member State law requires otherwise, in which case, EAB shall promptly notify University of such legislative requirement before processing University's Personal Data (unless EAB is barred from notifying University under any EU or Member State law);
- b. implement and maintain at all times during the term of the Contract appropriate technical and organisational measures to protect University's Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing, in each case, taking into account applicable requirements under the Data Protection Legislation, and shall continue to comply with them during the term of the Contract;
- c. grant access to the Personal Data to persons authorized to process the Personal Data, including but not limited to: (i) employees who require access to the Personal Data to enable EAB to perform its obligations under the Contract; and (ii) subject to Clause IV(e), EAB contractors, agents, outsourcers, and approved subcontractors who require access to the Personal Data to enable EAB to perform its obligations under the Contract (the "**Authorized Persons**") and, shall in each case, ensure such Authorized Persons have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data;
- d. transfer the Personal Data to, or process the Personal Data in, any country outside the European Economic Area where necessary to perform its obligations under the Contract, and shall do so in accordance with Data Protection Legislation. University hereby authorizes such cross-border transfer of Personal Data and confirms, represents and warrants that it shall comply with any applicable requirements under Data Protection Legislation in respect of such transfers;
- e. not engage any sub-processor of the Personal Data without a general written authorization of University, attached hereto as Attachment A, and EAB shall inform University of any intended changes concerning the addition or replacement of other sub-processors, to give University the opportunity to object;
- f. as requested by University, provide reasonable assistance to University (at University's cost) with responding to any request from a Data Subject, and shall provide reasonable assistance to University in relation to University's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with Supervisory Authorities;
- g. at University's written request, EAB shall, and shall instruct all Authorized Persons to, (at University's election), delete or return, to the extent technically possible, all Personal Data to University (and delete all existing copies), unless it is necessary for EAB to retain one copy of the Personal Data to comply with any EU or Member State law; and
- h. maintain and make available to University, on University's request, all information necessary to demonstrate its compliance with this Addendum and allow for audits and inspections by University or University's designated auditor on reasonable written notice.

ATTACHMENT A

GENERAL AUTHORIZATION OF SUB-PROCESSORS

Data Processor is authorized by Data Controller to engage the following types of sub-processors when it is processing personal data on behalf of Data Controller and such data is subject to GDPR:

- Data storage and data lake providers
- Help center and service desk support providers
- User experience analysis
- Marketing automation platform
- Analytics dashboard provider
- Contracted developers



SMALL BUSINESS PLAN

EAB's Response to George Mason University's RFP # GMU-1861-23 (Virtual Campus Tours)

June 14, 2023

Shelli Volpp, Associate Director, *Partner Success, Virtual Tours*
(804) 538-0481, SVolpp@eab.com

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB), exclusively for George Mason University to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.

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

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

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

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

Offeror Name: EAB Global, Inc.

Preparer Name: Shelli Volpp **Date:** 5/22/23

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: _____ 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: _____



SIGNED COVER PAGE

EAB's Response to George Mason University's RFP # GMU-1861-23 (Virtual Campus Tours)

June 14, 2023

Shelli Volpp, Associate Director, *Partner Success, Virtual Tours*
(804) 538-0481, SVolpp@eab.com

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB), exclusively for George Mason University to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS
GMU-1861-23**

ISSUE DATE: May 04, 2023
TITLE: Virtual Campus Tours
PRIMARY PROCUREMENT OFFICER: Sandra Magnani, Senior Buyer
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on May 15, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and on the [Mason Purchasing Website](#) by 5:00 PM ET on May 18, 2023.

PROPOSAL DUE DATE AND TIME: June 12, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. **SEE SECTION XIV.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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: EAB Global, Inc.

Date: 6/12/23

DBA:

Address: 2445 M Street NW

Shelli Volpp

Washington, DC. 20037

By: _____
Signature

FEI/FIN No. 82-2931750

Name: Shelli Volpp

Fax No. (202) 747-1010

Title: Associate Director, Partner Success, Virtual Tours

Email: SVolpp@eab.com

Telephone No. (804) 538-0481

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

SWaM Certification Number: _____

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.



SIGNED ADDENDA

EAB's Response to George Mason University's RFP # GMU-1861-23 (Virtual Campus Tours)

June 14, 2023

Shelli Volpp, Associate Director, *Partner Success, Virtual Tours*
(804) 538-0481, SVolpp@eab.com

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB), exclusively for George Mason University to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

RFP ADDENDUM NO. 1:

Date: May 22, 2023
Reference: RFP # GMU-1861-23
Title: Virtual Campus Tours
RFP Issued: May 04, 2023
Proposal Due Date: **June 14, 2023 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

1. **CHANGE/EXTEND QUESTIONS/INQUIRIES:** Submit all inquiries through Mason’s Bonfire Portal, **no later than 4:00 PM Eastern Time (ET) on May 31, 2023.** All questions must be submitted through Mason’s Bonfire portal. For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. **Responses to questions** will be posted to Mason’s Bonfire portal and on the Mason Purchasing Website by **5:00 PM ET on June 02, 2023.**
2. **CHANGE/EXTEND PROPOSAL DUE DATE AND TIME:** **June 14, 2023 @ 2:00 PM ET.** ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. SEE SECTION XIV.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.
3. **Section XIX: RFP SCHEDULE:** Update as follows:
 - Original issue date: 5/04/23
 - Reissue Date: 5/22/23
 - Vendors submit questions by: 5/31/23 by 4:00 PM ET
 - Post Question Responses: 6/02/23 by 5:00 PM ET
 - Proposals Due: 6/14/23 @ 2:00 PM ET
 - Proposals to Committee: 6/16/23
 - Review and Score Proposals: 6/19/23 – 7/07/23
 - Scores to Purchasing: 7/10/23
 - Oral presentations (if necessary): 7/24/23 – 7/28/23
 - Negotiations/BAFO: Start week of 7/31/23
 - Award: 8/31/23
 - Contract Start Date: 9/01/23

I hereby acknowledge receipt of RFP# GMU-1861-23, Virtual Campus Tours

EAB Global, Inc.

Name of Offeror/Firm

Shelli Volpp

Name (Print or typed)

Shelli Volpp

Signature

5/24/23

Date



SAMPLE PROJECT/TOUR

EAB's Response to George Mason University's RFP # GMU-1861-23 (Virtual Campus Tours)

June 14, 2023

Shelli Volpp, Associate Director, *Partner Success, Virtual Tours*
(804) 538-0481, SVolpp@eab.com

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB), exclusively for George Mason University to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.

6. Sample Project/Tour

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

EAB supplies virtual tours to public and private higher education institutions of all sizes. Our immersive virtual tours have yielded outstanding results for our partners, as demonstrated in the following case studies.

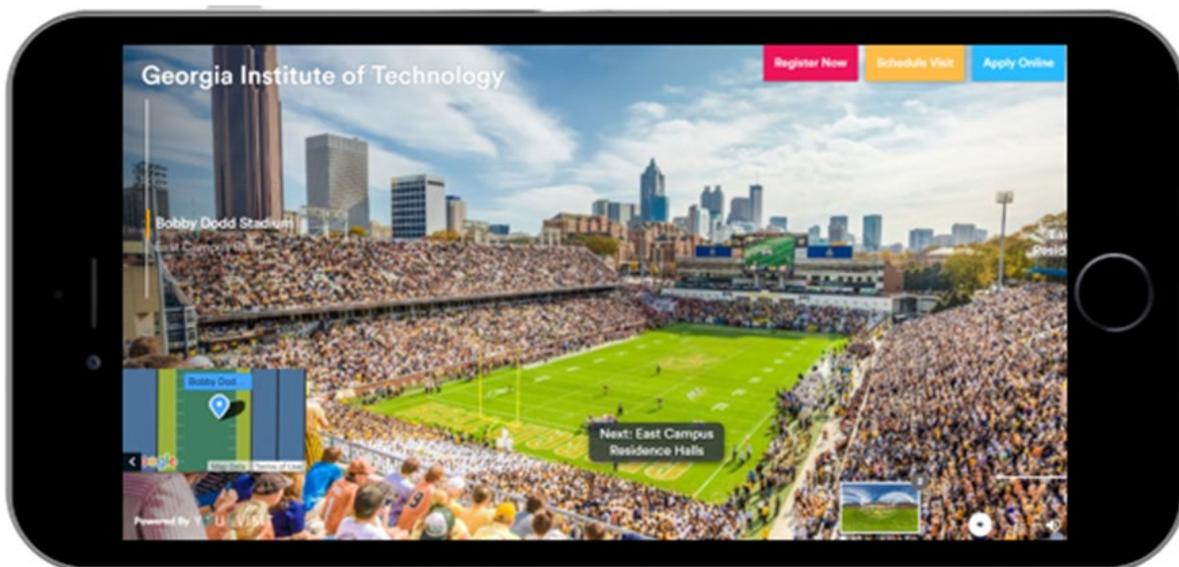
Georgia Institute of Technology (Georgia Tech): Public Research University (15,000 Students)

How Georgia Tech Enhanced Student Diversity by Implementing a Virtual Tour Experience

Challenge: Georgia Tech is ranked among the world's best research universities in the world, and competition for students among top-tier tech universities and competing state schools is strong. Georgia Tech wanted to improve the enrollment volume of top international and Hispanic science, engineering, and mathematics students.

Solution: In 2016, EAB created an interactive campus tour experience for desktop and mobile. The virtual tour was leveraged across their website, email marketing campaigns, and at college fairs.

Impact: After one year of partnership, Georgia Tech experienced a 28% increase in international enrollment and a 2% increase in the proportion of Hispanic students.



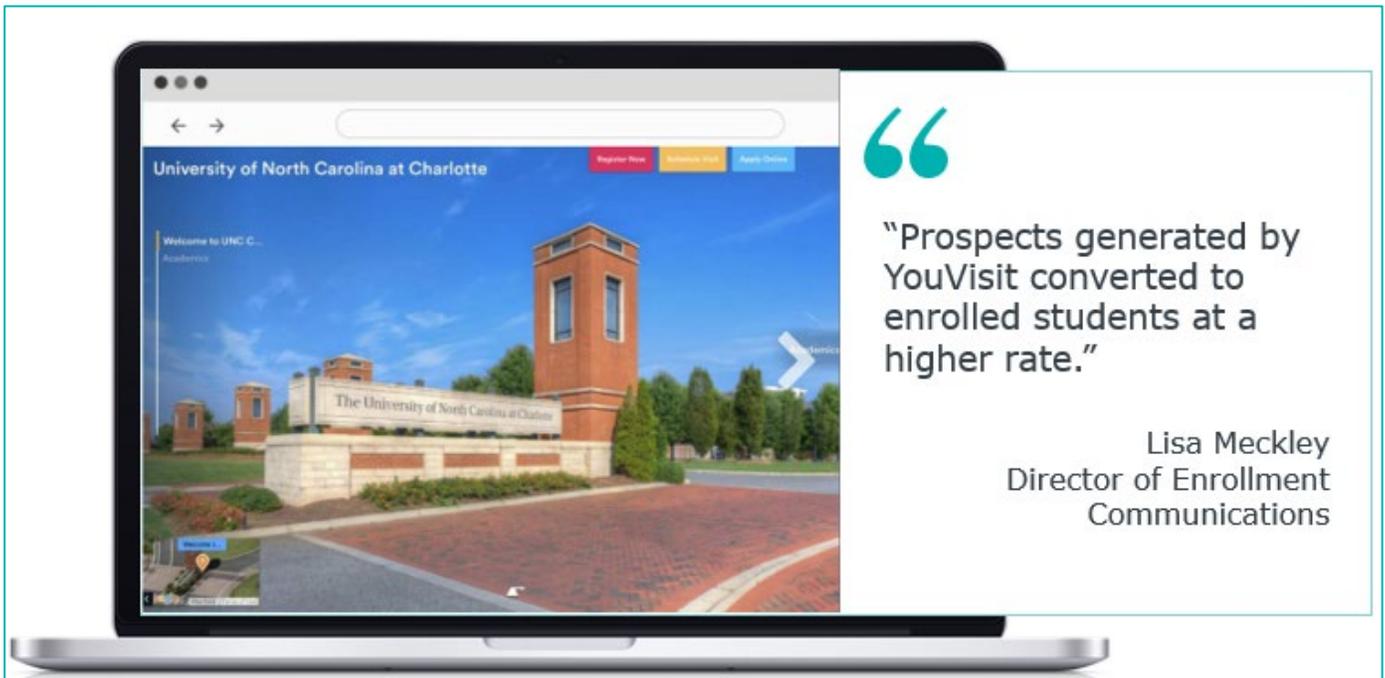
UNC Charlotte: Public University (29,000 Students)

Virtual Tour Enabled Deep Exploration of Campus for Out-of-State Students

Challenge: Although UNC Charlotte is located in one of North Carolina’s fastest-growing cities, the university found it challenging to connect with out-of-state students and other students who were not able to visit the university in person.

Solution: In 2018, the university partnered with EAB to showcase its modern campus, convenient location, and numerous resources. The university collaborated with the EAB team to create an interactive, 360-degree experience for desktop and mobile devices.

Impact: Within one year of implementing the virtual tour, UNC Charlotte was able to successfully highlight its differentiators and attract a wide range of students.



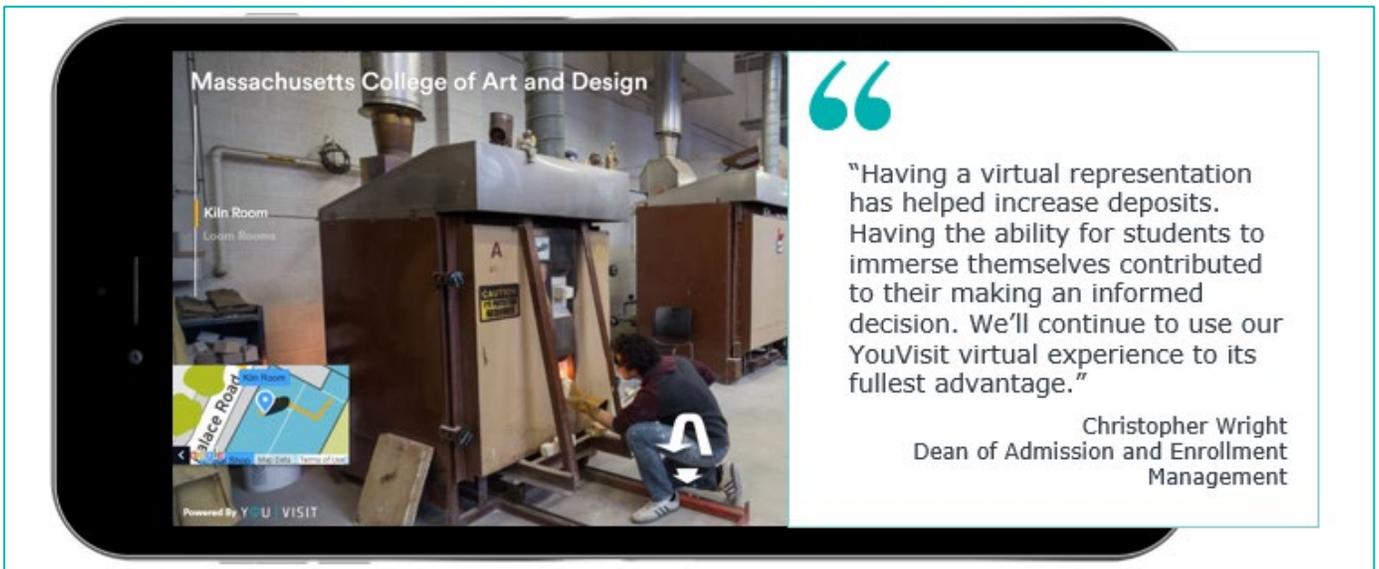
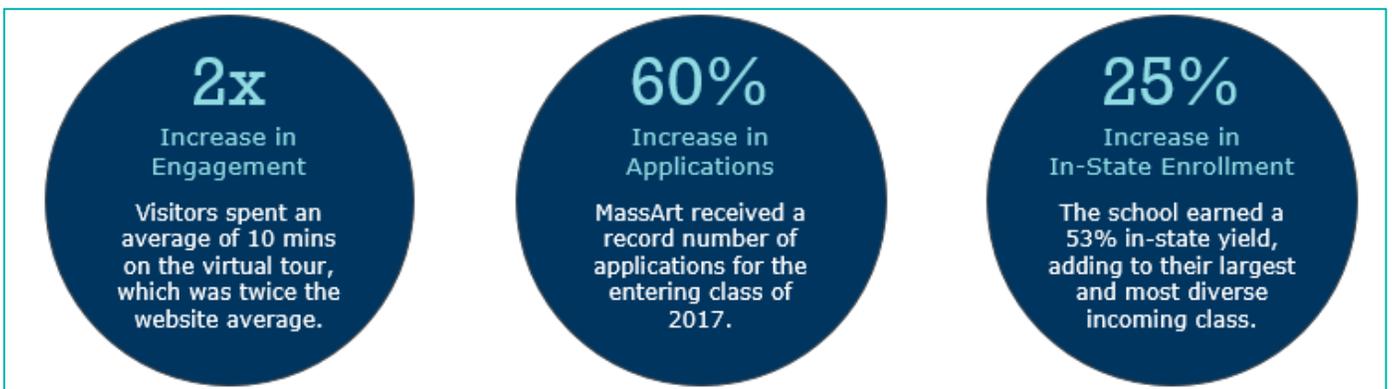
Massachusetts College of Art and Design (MassArt): Public College (2,000 Students)

How MassArt Increased Enrollment by Building Brand Awareness and Emphasizing Its Unique Offerings

Challenge: MassArt is an independent public college that has been a leader in art and design education since its founding in 1873. With rising recruitment costs and lack of awareness regarding the school's impressive facilities, this college needed help boosting enrollment from in-state students.

Solution: MassArt signed on with EAB in 2016 to create a virtual campus tour for students and newly admitted students. The virtual tour was shared through email campaigns, print campaigns, Facebook groups, and on the school's website.

Impact: For Entering Class 2017, 66% of the incoming class were Massachusetts residents. MassArt also observed a 12% decrease in its overall tuition discount, which the school attributes to EAB's Virtual Tour and other marketing efforts.





SIGNED COVER PAGE

EAB's Response to George Mason University's RFP # GMU-1861-23 (Virtual Campus Tours)

June 14, 2023

Shelli Volpp, Associate Director, *Partner Success, Virtual Tours*
(804) 538-0481, SVolpp@eab.com

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB), exclusively for George Mason University to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS
GMU-1861-23**

ISSUE DATE: May 04, 2023
TITLE: Virtual Campus Tours
PRIMARY PROCUREMENT OFFICER: Sandra Magnani, Senior Buyer
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on May 15, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and on the [Mason Purchasing Website](#) by 5:00 PM ET on May 18, 2023.

PROPOSAL DUE DATE AND TIME: June 12, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. **SEE SECTION XIV.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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: EAB Global, Inc.

Date: 6/12/23

DBA:

Address: 2445 M Street NW

Shelli Volpp

Washington, DC. 20037

By: _____
Signature

FEI/FIN No. 82-2931750

Name: Shelli Volpp

Fax No. (202) 747-1010

Title: Associate Director, Partner Success, Virtual Tours

Email: SVolpp@eab.com

Telephone No. (804) 538-0481

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

SWaM Certification Number: _____

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.



SIGNED ADDENDA

EAB's Response to George Mason University's RFP # GMU-1861-23 (Virtual Campus Tours)

June 14, 2023

Shelli Volpp, Associate Director, *Partner Success, Virtual Tours*
(804) 538-0481, SVolpp@eab.com

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB), exclusively for George Mason University to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

RFP ADDENDUM NO. 1:

Date: May 22, 2023
Reference: RFP # GMU-1861-23
Title: Virtual Campus Tours
RFP Issued: May 04, 2023
Proposal Due Date: **June 14, 2023 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

1. **CHANGE/EXTEND QUESTIONS/INQUIRIES:** Submit all inquiries through Mason’s Bonfire Portal, **no later than 4:00 PM Eastern Time (ET) on May 31, 2023.** All questions must be submitted through Mason’s Bonfire portal. For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. **Responses to questions** will be posted to Mason’s Bonfire portal and on the Mason Purchasing Website by **5:00 PM ET on June 02, 2023.**
2. **CHANGE/EXTEND PROPOSAL DUE DATE AND TIME:** **June 14, 2023 @ 2:00 PM ET.** ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. SEE SECTION XIV.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.
3. **Section XIX: RFP SCHEDULE:** Update as follows:
 - Original issue date: 5/04/23
 - Reissue Date: 5/22/23
 - Vendors submit questions by: 5/31/23 by 4:00 PM ET
 - Post Question Responses: 6/02/23 by 5:00 PM ET
 - Proposals Due: 6/14/23 @ 2:00 PM ET
 - Proposals to Committee: 6/16/23
 - Review and Score Proposals: 6/19/23 – 7/07/23
 - Scores to Purchasing: 7/10/23
 - Oral presentations (if necessary): 7/24/23 – 7/28/23
 - Negotiations/BAFO: Start week of 7/31/23
 - Award: 8/31/23
 - Contract Start Date: 9/01/23

I hereby acknowledge receipt of RFP# GMU-1861-23, Virtual Campus Tours

EAB Global, Inc.

Name of Offeror/Firm

Shelli Volpp

Name (Print or typed)

Shelli Volpp

Signature

5/24/23

Date



SAMPLE PROJECT/TOUR

EAB's Response to George Mason University's RFP # GMU-1861-23 (Virtual Campus Tours)

June 14, 2023

Shelli Volpp, Associate Director, *Partner Success, Virtual Tours*
(804) 538-0481, SVolpp@eab.com

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB), exclusively for George Mason University to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.

6. Sample Project/Tour

This Response Contains Trade Secret and Confidential Information. Please Do Not Distribute.

EAB supplies virtual tours to public and private higher education institutions of all sizes. Our immersive virtual tours have yielded outstanding results for our partners, as demonstrated in the following case studies.

Georgia Institute of Technology (Georgia Tech): Public Research University (15,000 Students)

How Georgia Tech Enhanced Student Diversity by Implementing a Virtual Tour Experience

Challenge: Georgia Tech is ranked among the world's best research universities in the world, and competition for students among top-tier tech universities and competing state schools is strong. Georgia Tech wanted to improve the enrollment volume of top international and Hispanic science, engineering, and mathematics students.

Solution: In 2016, EAB created an interactive campus tour experience for desktop and mobile. The virtual tour was leveraged across their website, email marketing campaigns, and at college fairs.

Impact: After one year of partnership, Georgia Tech experienced a 28% increase in international enrollment and a 2% increase in the proportion of Hispanic students.



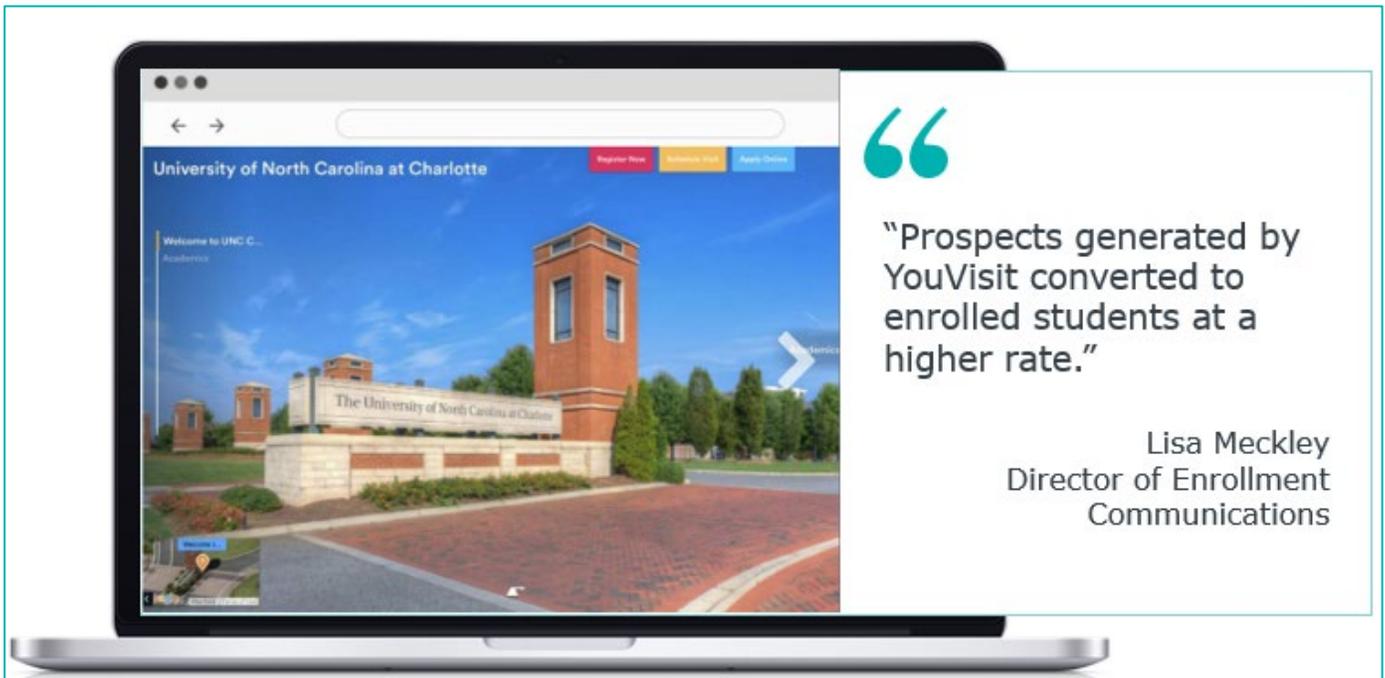
UNC Charlotte: Public University (29,000 Students)

Virtual Tour Enabled Deep Exploration of Campus for Out-of-State Students

Challenge: Although UNC Charlotte is located in one of North Carolina’s fastest-growing cities, the university found it challenging to connect with out-of-state students and other students who were not able to visit the university in person.

Solution: In 2018, the university partnered with EAB to showcase its modern campus, convenient location, and numerous resources. The university collaborated with the EAB team to create an interactive, 360-degree experience for desktop and mobile devices.

Impact: Within one year of implementing the virtual tour, UNC Charlotte was able to successfully highlight its differentiators and attract a wide range of students.



Massachusetts College of Art and Design (MassArt): Public College (2,000 Students)

How MassArt Increased Enrollment by Building Brand Awareness and Emphasizing Its Unique Offerings

Challenge: MassArt is an independent public college that has been a leader in art and design education since its founding in 1873. With rising recruitment costs and lack of awareness regarding the school's impressive facilities, this college needed help boosting enrollment from in-state students.

Solution: MassArt signed on with EAB in 2016 to create a virtual campus tour for students and newly admitted students. The virtual tour was shared through email campaigns, print campaigns, Facebook groups, and on the school's website.

Impact: For Entering Class 2017, 66% of the incoming class were Massachusetts residents. MassArt also observed a 12% decrease in its overall tuition discount, which the school attributes to EAB's Virtual Tour and other marketing efforts.

