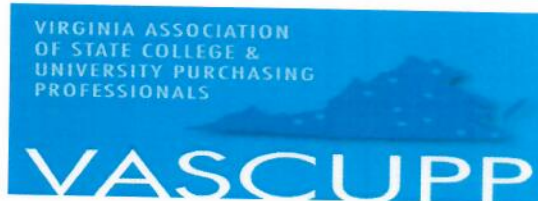




Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS  
GMU-1491-18**

**ISSUE DATE:** April 9, 2018

**TITLE:** Virtual Campus Tour

**PRIMARY PROCUREMENT OFFICER:** Erin Rauch, Assistant Director, [erauch@gmu.edu](mailto:erauch@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director, [jrussell@gmu.edu](mailto:jrussell@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on April 23, 2018. All questions must be submitted in writing. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on April 26, 2018. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** May 10, 2018 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

**Note:** A return envelope is not being provided. It is the responsibility of the Offeror to ensure the proposal is submitted in a sealed envelope, box, container, etc. that clearly identifies the contents as a proposal submission in response to this Request for Proposal. See Section XII Paragraph C herein. If delivering proposals by hand, deliver to the Purchasing Department located in Suite 4200 of Alan and Sally Merten Hall (Merten Hall), Fairfax Campus. [Campus Map](#). Office hours are 8:30AM to 5:00PM.

**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:

YouVisit  
29 W 35th Street  
New York, NY 10001

FEI/FIN No. 26-2932527

Fax No. \_\_\_\_\_

Email: pete.finnerty@youvisit.com

Date: 5/8/2018  
By: [Signature]  
Signature

Name: Pete Finnerty  
Title: VP of Client Success  
Telephone No. 917-912-7121

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**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
<b>I.</b>	PURPOSE	3
<b>II.</b>	PURCHASING MANUAL/GOVERNING RULES	3
<b>III.</b>	COMMUNICATION	3
<b>IV.</b>	FINAL CONTRACT	3
<b>V.</b>	ADDITIONAL USERS	3
<b>VI.</b>	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
<b>VII.</b>	SWaM CERTIFICATION	3
<b>VIII.</b>	PERIOD OF PERFORMANCE	3
<b>IX.</b>	BACKGROUND	4
<b>X.</b>	STATEMENT OF NEEDS	4
<b>XI.</b>	COST OF SERVICE	4
<b>XII.</b>	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	4
<b>XIII.</b>	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	6
<b>XIV.</b>	CONTRACT ADMINISTRATION	7
<b>XV.</b>	PAYMENT TERMS/METHOD OF PAYMENT	7
<b>XVI.</b>	SOLICITATION TERMS AND CONDITIONS	7
<b>XVII.</b>	RFP SCHEDULE	9
ATTACHMENT A	VENDOR DATA SHEET	10
ATTACHMENT B	SAMPLE CONTRACT	11



- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide an interactive virtual tour and related services to the Office of Admissions of George Mason University (herein after referred to as “Mason,” or “University”). George Mason 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.
- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract 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 this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. **SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the 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.
- VIII. **PERIOD OF PERFORMANCE:** One (1) year from contract execution with four (4) successive one-year renewal options.



- IX. BACKGROUND:** George Mason University is setting the gold standard for the modern, public university. Its dynamic culture and innovative academic programs prepare Mason's hard-working students for 21<sup>st</sup> century careers. Its commitment to teaching excellence combines with 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 most sought-after internships and employers in the country.

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 being able to see the campus if they are not able to come in person for the tour. The tour represents our campus in a positive light and is a great recruitment tool.

- X. STATEMENT OF NEEDS:** Virtual tour services must include the following:

- Interactive Virtual Tour
- Indoor/Outdoor Tour Options
- Multiple Language Options
- Compatible with websites, smart phones and social media
- Interactive mobile apps
- 24 Hour product support
- Reporting and analytic features
- Walking Tour
- 360 Panoramas
- Options for multiple campuses
- Live tour guide
- Vendor writes, designs, films, and produces creative content
- Admissions office has full control over content

The contractor must submit its product/system to Mason's Architectural Standards Review Board (ASRB). This Board reviews all new software that Mason procures for accessibility, security, and usage. The contractor should be prepared to submit any of the following items but not limited to: Data Dictionary identifying the data elements available for use in the product, data integration documentation, architecture diagram, security documentation, 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 and is expected to comply with those requests in a timely fashion. This process can take anywhere from four (4) to six (6) weeks or longer depending on the Board's work load. Before a contract is awarded the contractor's solution/system must be approved by the ASRB. **The contractor will be asked to submit this documentation after all proposals are reviewed and scored but prior to award.**

- XI. 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 cart. Include any initial set up cost. Cost must include any additional travel fees for staff to visit our campus, and any website/server hosting fees.

- XII. 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 original hardcopy (paper) of the entire proposal including all attachments and proprietary information and **four (4)** extra hardcopies (paper) including all attachments and proprietary information. In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on CD, thumb drive or other electronic device. If proposal contains proprietary information, then submit two (2) CD's, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary



information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.

- a. 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.

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. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
- d. 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.

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

- e. 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 electronic copy of the proposal (CD, etc.) 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 are tentatively scheduled for the **week of June 4, 2018**. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor'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 are required to 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 - Vendor Data Sheet.
  - c. State your payment preference in your proposal response. (See section XV.)
2. **References:** No fewer than three (3) that demonstrates the Offeror's qualifications and experience, preferably from other higher education institutions of comparable size. Include a contact name, phone number, email address for each reference and indicate the length of service of the account.
3. A written plan for providing the highest quality solution, including the methodology to be used for this project.
4. Qualifications and experience of key personnel that will be assigned to this project.
5. A sample project.
6. An estimate of the timetable required for implementation.
7. **Cost of Services:** See section XI. Provide a project budget that includes a total cost, inclusive of administrative overhead and expenses to complete the project.

- C. **IDENTIFICATION OF THE PROPOSAL ENVELOPE:** **Return envelopes are not being provided. It is the responsibility of the Offeror to clearly mark submission envelopes identifying the contents as a response to this Request For Proposal as follows:**

FROM: Name of Offeror \_\_\_\_\_ Due Date/Time: **May 10, 2018 @ 2:00PM EST**

Street or Box Number \_\_\_\_\_ RFP Number: **GMU-1491-18**

City, State, Zip Code \_\_\_\_\_ RFP Title: **Virtual Campus Tour**

Name of Procurement Officer or Buyer: **Erin Rauch, Assistant Director**

The envelope or package should be addressed to the Issuing Agency as directed on Page 1 of the solicitation. If a proposal is mailed, the Offeror takes the risk that the envelope/package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bid/proposal should be placed in the envelope.

**XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:**

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

	<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
1.	Experience, including performance history and references.	20
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.	Personnel assigned to the project, including qualifications and experience.	15
4.	Sample project.	15
5.	Proposed pricing.	25



6. Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.

5

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 demonstrations are conducted Mason will then determine, in its sole discretion, which vendors 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.*).

- XIV. **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.

- XV. **PAYMENT TERMS / METHOD OF PAYMENT:**

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

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

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

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

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

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. 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.**

- XVI. **SOLICITATION TERMS AND CONDITIONS:**



- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY: <http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS – GMU-1491-18. (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).

1. BACKGROUND CHECKS: Contractor's employees must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative 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.
2. 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).
3. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 written notice to the other party. 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.
4. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
5. 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.
6. LATE PROPOSALS: To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation.

Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service should ensure that the proposal is addressed properly. Proposals are due at 2:00PM on the date specified on the cover page of this solicitation. The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Mason's Purchasing Office, address and location on cover page of solicitation.

**George Mason University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.**

7. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is 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 this contract because of any misunderstanding or lack of information.



8. **RENEWAL OF CONTRACT:** This contract may be renewed by Mason for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below, or as negotiated. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- a. If the Commonwealth 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 "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.
- b. If during any subsequent renewal periods, the Commonwealth 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 "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.
9. **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.
10. **SUBCONTRACTS:** **No portion of the work shall be subcontracted without prior written consent of Mason's Purchasing office.** In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Mason's Purchasing office the names, qualifications, criminal background checks 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 the contract.

**XVII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 4/09/18
- Advertise in Washington Post: 4/09/18
- Vendors submit questions by: 4/23/18 by 4:00 PM EST
- Post Question Responses: 4/26/18 by 5:00 PM EST
- Proposals Due: 5/10/18 @ 2:00 PM EST
- Proposals to Committee: 5/15/18
- Review and Score Proposals: 5/15/18 – 5/29/18
- Scores to Purchasing: 5/29/18
- Oral Presentations (if necessary): Week of 6/04/18
- Negotiations/BAFO/Award: Week of 6/11/18
- Contract Start Date: TBD

**ATTACHMENT A**  
**VENDOR DATA SHEET**  
**TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATION OF OFFEROR:** The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service:

Type of Business: Limited Liability Company . 9 Years 0 Months

3. **BUSINESS STATUS:**

A. Type of organization (circle one):

Individual  
Sole Proprietor

Partnership  
Government

Corporation  
Other (explain)

B. Category (circle one):

Manufacturer/Producer  
Service Establishment  
Other (explain)

Mfg.'s Agent  
Distributor

Retailer  
Wholesaler

C. Status: If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number \_\_\_\_\_. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. (Please check all applicable classifications. Must be certified with **VIRGINIA SBSB** to qualify)

\_\_\_\_ (MB) MINORITY OWNED. "Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

\_\_\_\_ (WB) WOMAN OWNED. "Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

✓ (SB) SMALL BUSINESS: "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the \_\_\_\_\_ previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

\_\_\_\_ LARGE BUSINESS

I certify the accuracy of this information.

Signed: [Signature] Title: VP of Client Success

Printed Name: Pete Finnerty Date: 5/8/2018





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-1491-18

**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 \_\_\_\_\_ 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 \_\_\_\_\_ as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** As negotiated
- IV. **PRICE SCHEDULE:** As negotiated
- 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 Administrators 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. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
  - C. Contractor’s proposal dated XXXXXX (incorporated herein by reference);
  - D. Negotiation Responses dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ [23-38.88](#) et seq.) of Title 23 of the Code of Virginia, and in particular § [23-38.90](#) of the Restructuring Act, referred to as 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
- X. **STANDARD TERMS AND CONDITIONS:**
  - A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
  - B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair



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

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

1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. ANTITRUST: By entering into a 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 said 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. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 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 must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative 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 and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. 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. 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*.
- K. 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.
- L. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, 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. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>
- N. 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.
- O. 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.

- P. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with this Contract awarded to Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- Q. **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.

- R. **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:

(i) notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and

(ii) 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](mailto:export@gmu.edu).

- S. **FORCE MAJEURE:** Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

- T. **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.

- U. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or



equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

- V. 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.
- W. INFORMATION SECURITY: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor 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. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- X. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University 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.
- Y. 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.
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.
- Z. 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.
- AA. 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).
- BB. 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.
- CC. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- DD. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year periods under the terms and conditions of the original 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 "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.
  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 "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.
- EE. 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/>.
- FF. 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.
- GG. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- HH. 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.



- II. 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.
- JJ. 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 Here**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**George Mason University**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Purchasing Department  
Mailing Address: 4400 University Drive, Mailstop 3C5  
Street Address: 4441 George Mason Boulevard, 4<sup>th</sup> Floor, Suite 4200  
Fairfax, Va. 22030  
Voice: 703.993.2580 | Fax: 703.993.2589

## STANDARD CONTRACT VIRTUAL TOUR SERVICES

This Contract entered on this 12<sup>th</sup> day of May, 2014 by YouVisit LLC hereinafter called "Contractor" "YouVisit" (located at 24 West 30<sup>th</sup> St. 2<sup>nd</sup> Floor, New York, NY 10001) and George Mason University hereinafter called "Mason".

- 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 a virtual campus tour for the Office of Admissions as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One (1) year effective date of contract, upon the expiration of initial term, the Contract shall continue until either party gives at least ninety (90) days written notice of termination to the other party.
- IV. **PRICE SCHEDULE:** Virtual Tour – Main Campus (walking tour; on-site media shoot; photos, videos and panoramas modules; social media integration); social media integration @ \$10710.00 year one. Mobile Experience - FREE year one. Travel expenses billed separately must follow Mason's Travel Policy and per diem rates. Pricing after initial term, set forth in Contract Documents.
- V. **CONTRACT ADMINISTRATION:** Susan Wiedemann, Finance/Human Resources Manager, 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 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:** N30 after receipt of invoice; email invoices to [acctpay@gmu.edu](mailto:acctpay@gmu.edu)
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form (in case of conflict, the terms of this contract will prevail);
  - B. YouVisit's Virtual Services Agreement.
  - C. Mason's Informal Request for Proposal dated November 8, 2013;
  - D. YouVisit's Proposal for Service dated November 20, 2013;
  - E. Negotiation Response dated April 3, 2014;
- VIII. **GOVERNING RULES/PURCHASING MANUAL:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>
- IX. **STANDARD TERMS AND CONDITIONS:**



- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this contract contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 35).

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 vendor.
- C. **ANTITRUST:** By entering into a 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 said contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent; provided, however that Contractor may assign this Contract in connection with the sale of all or substantially all of the business to which this Contract relates. 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. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **AUTHORIZED SIGNATURES:** The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

- H. **CANCELLATION OF CONTRACT:** In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 90 days written notice to the other party. 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.
- I. **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:  
Director of Purchasing and Accounts Payable  
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 Director of Purchasing and Accounts Payable.
  3. Upon receiving the written claim, the Director of Purchasing and Accounts Payable 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 Director of Purchasing and Accounts Payable's decision in accordance with §55 of the *Governing Rules*.
- J. **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.
- K. **COMPLIANCE WITH LAW:** All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- L. **CONFIDENTIALITY OF PERSONAL IDENTIFIABLE INFORMATION:** The Contractor shall assure that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, 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. The Contractor shall utilize, access, or store personal identifiable information as part of the performance of this contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- M. **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.



- N. **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.
- O. **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.
- P. **FORCE MAJEURE:** Neither party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond its control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- Q. **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.
- R. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- S. **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.
- T. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The university wants to ensure that computer/network hardware and software does not compromise the security of IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University 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.
- U. **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.
- V. **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. During the term of this Contract, Contractor may include Mason on its list of clients, without expressed written permission from Mason, only if the listing of Mason does not stand out from the rest of the list, i.e., not italics, no bolding, no different font type or size.

- W. ORDERING OPTION: Mason, or any other public entity so identified, may during a twelve (12) month period at the conclusion of the original Contract and with concurrence of the Contractor place additional orders under the Contract at the original hourly rate(s) through the issuance of separate purchase orders from Mason or any other public entity.
- X. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- Y. 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.
- Z. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- AA. 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.
- BB. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.
- CC. 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.

YouVisit LLC

By:

Signature

Date

Name:

Title

George Mason University

By:

Signature

Date

Name:

Title:



## **Virtual Services Agreement**

**Contract No: YV753**

Virtual Services Agreement ("Agreement") dated as of May 1, 2014 ("Effective Date") by and between YouVisit LLC ("YouVisit") and George Mason University ("Client").

WHEREAS, YouVisit provides Software-as-a-Service to assist institutions in marketing themselves, including making virtual tours and other information available through websites and Internet-connected devices;

WHEREAS, Client wishes to pay YouVisit to provide products and services (collectively, the "Virtual Services") as more fully described in a separate purchase order attached to this Agreement as Exhibit A and incorporated herein by reference ("Initial Purchase Order") and under the terms of this Agreement; and

WHEREAS, Client and YouVisit may enter into one or more subsequent purchase orders (each a "Subsequent Purchase Order," and together with the Initial Purchase Order, the "Purchase Orders"), from time to time, for additional Virtual Services.

NOW, THEREFORE, in consideration of the mutual obligations included in this Agreement, and for other good and valuable consideration, the parties agree as follows:

**1. Virtual Services.** In return for the fees as described in the Initial Purchase Order, and as described in any Subsequent Purchase Order, YouVisit agrees to provide Client with the Virtual Services, as elected by Client as described in the Purchase Orders in accordance with the terms and conditions set forth in this Agreement during the Term (as defined in Paragraph 2) of this Agreement.

**2. Term.** The term of this Agreement shall begin on the Effective Date and continue for one year from the Effective Date. Unless otherwise provided in a Subsequent Purchase Order, Client and YouVisit agree that upon the execution of each Subsequent Purchase Order, the current term for all Purchase Orders then outstanding shall be reset to extend for one (1) year from the signing of the Subsequent Purchase Order. Therefore, all Purchase Orders will have identical current terms. Due to the Software-as-a-Service nature of the YouVisit services, upon the expiration of the then current term, all Purchase Orders shall continue until either party gives at least ninety (90) days written notice of termination to the other party. The period from the Effective Date until the expiration or termination of the last outstanding Purchase Order is referred to herein as the "Term".

### **3. Payment and Taxes.**

**3.1 Payment.** The fees under this Agreement shall be paid in accordance with the payment schedule described in the Purchase Orders. YouVisit will send Client an invoice for the fees described in the Purchase Orders. The fees shall be due and payable within thirty (30) days of the date of the receipt of the invoice. If Client fails to pay the amount of the invoice within such time, the Client will be deemed to be in breach of this Agreement. While any such breach remains uncured, YouVisit will have the option, in its sole discretion, to terminate this Agreement.

**3.2 Taxes.** Client represents and warrants that it is exempt from federal excise and all state and local taxes. Such taxes shall not be included in Agreement prices.

### **4. Additional Responsibilities of Client**

**4.1 Representatives.** To the extent that Client selects a product or service that permits the posting or uploading of Client Materials (as defined in paragraph 6.1), Client shall designate a content administrator ("Client Administrator") and a number of other representatives of Client as permitted elsewhere herein or otherwise agreed upon by the parties in writing (hereinafter, these other representatives shall be referred to as the "Client Users") who shall participate in training for the upload of Client Materials onto the Client Specific Site. "Client Specific Site" shall collectively include any website, website page and/or other platform, including for an Internet-connected device, maintained by YouVisit as required to deliver the Virtual Services to Client. The Client Administrators and Client Users, shall have the responsibility for uploading and maintaining all Client Materials on the Client Specific Site. The Client Administrator and Client Users shall have the responsibility for keeping passwords and user names confidential and shall upload and maintain all such Client Materials in accordance with terms of this Agreement, including the "General Posting and Acceptable Use Terms" attached as Exhibit B to this Agreement for the Client Specific Site, as it may be in effect from time to time. In particular, Client shall be solely responsible for obtaining all necessary third party clearances, permissions or licenses necessary to use (i) any names and/or likenesses of students, faculty, staff, employees or organizations, and (ii) any other Intellectual Property Rights (as defined below) of a third party in and to the Client Materials. As between the parties, Client shall be solely responsible for all costs relating to the production and licensing of any Client Materials, shall ensure that all Client Materials comply with all applicable laws and regulations and shall be responsible for third parties obtaining unauthorized access as a result of any failure on the part of the Client Administrator or Client Users to protect the confidentiality of their user names and passwords. As used herein, "Intellectual Property Rights" include, but are not limited to, trademarks, service marks, trade names, and/or logos and copyrights, patents, patent applications, trade secrets, and other proprietary rights recognized in any country or jurisdiction in the world.

**4.2 Restrictions on Client Content.** Client agrees that it will not post or upload Client Materials that are or concern subject matter that (i) is obscene, defamatory or libelous, (ii) constitutes pirated, misappropriated or unauthorized use of material, (iii) infringes on the Intellectual Property Rights or other rights of any third parties, (iv) disparages YouVisit or its products or services, or (v) is otherwise unlawful.

**4.3 Videos.** To the extent that Client desires to have videos posted in connection with any tour, Client and YouVisit shall cooperate at such time in good faith regarding the mechanics for posting the videos.

**5. YouVisit Created Photographs, 360° Panoramas and Videos.** To the extent necessary for YouVisit to provide the Virtual Services, Client agrees that YouVisit has Client's permission to go onto Client's property in order to take photographs, 360° panoramas and videos of Client's campus and its buildings and on-campus architecture and the individuals ("Subjects") included therein, interview students, faculty, staff and employees and gather information about Client so that YouVisit may utilize the photographs, 360° panoramas and videos for distribution and display and create the content as required to deliver the Virtual Services. Client agrees that it will be responsible for obtaining any permissions that may be required from any of such Subjects. YouVisit will not make any tour publically available without prior consent of Client.

**6. Content Ownership and Rights.**

**6.1 Site.** Client agrees that all right, title and interest in and to the content or materials generated in providing the Virtual Services or in connection with the Client Specific Site belongs to YouVisit and, other than Client Materials and Client Marks, the content or materials that are displayed on the Client Specific Site, including without limitation, text, taxonomy, graphics, icons, logos, buttons, images, audio clips, digital downloads, data compilations and text about Client, including any YouVisit created photographs, 360° panoramas, videos, tour guide content and any other related materials created by YouVisit as set forth in the Purchase Orders (collectively, the "YouVisit Materials") and the trademarks, logos and service marks of YouVisit or other third party licensors of YouVisit listed on the YouVisit Website (as defined in Paragraph 9.1) (collectively, the "YouVisit Marks"), are owned, controlled or licensed by YouVisit or its other third party suppliers or business partners or the party credited as the provider of the content, materials or marks, are protected by copyright, trademark or other Intellectual Property Rights, as applicable, and may not be used except as permitted herein or in the text of the Client Specific Site. Client and YouVisit agree that content for the Virtual Services may be made available by YouVisit to visitors of the YouVisit Website and other sites where similar content for YouVisit clients is aggregated and the Client Specific Site, which will be a separate Client URL hosted by YouVisit. "Client Materials" means any specific materials that are provided to YouVisit by Client about its facilities or its business during initial set-up or are posted or uploaded by Client or any Client Administrator or Client Users at the user interface for the Client Specific Site. "Client Marks" means any specific trademarks, logos or service marks of Client provided to YouVisit or posted or uploaded by Client at the user interface for the Client Specific Site. Other than its rights with respect to the Client Materials, Client hereby disclaims any and all rights that it may have or assert in any YouVisit Materials. Reproduction or storage of the YouVisit Materials or other documents or information available at the Client Specific Site is subject to the U.S. Copyright Act of 1976, Title 17 U.S.C. and other international copyright laws.

**6.2 YouVisit Software.** All software used to provide the Virtual Services or used for the Client Specific Site is the property of YouVisit or its third party software suppliers and is subject to U.S. and international copyright law. Client may not modify, decipher, decompile, disassemble or reverse engineer any of the software used for or in any way making up a part of the Virtual Services or the Client Specific Site and Client may not reproduce, modify, distribute, transmit, republish, display or perform any of the materials or content used for or in any way making up a part of the Virtual Services or the Client Specific Site as it exists on the same without the express prior written permission of YouVisit or any third party owner.

**6.3 No Other Rights to YouVisit Marks.** In addition, nothing making up a part of the Virtual Services, or included on the YouVisit Website or on the Client Specific Site, should be construed as granting, by implication, or otherwise, any license or right to Client for use of any YouVisit Marks displayed without prior written permission of YouVisit or any third party owner.

**6.4 Text and Media Used in the Virtual Services; License to Client Materials.** To the extent that (i) any text created for the Client Specific Site or in providing the Virtual Services is a derivative work of any text created by Client and supplied to YouVisit for purposes of the Virtual Services or YouVisit has directly used any text, audio, photograph, 360° panorama, video or other media for the Virtual Services supplied to it by Client, or (ii) Client provides or transmits to YouVisit any communications, or provides, posts or uploads any Client Materials to the Client Specific Site through the user interface for the Client Specific Site, including any data, photographs, 360° panoramas, videos, questions, comments, suggestions, or the like, all such communications and Client Materials are, and will be treated as, non-confidential materials for display on the Client Specific Site, Client agrees that it hereby grants to YouVisit a non-exclusive, royalty free, worldwide, non-transferable and non-assignable (except to the extent that the Agreement itself may be assigned) and non-sublicenseable (except to a subcontractor of YouVisit to assist YouVisit with its business) right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display the same throughout the world in any media solely for purposes of the Virtual Services and as otherwise permitted by this Agreement during the Term of this Agreement and to continue to display such content perpetually thereafter; provided that if any such content becomes unacceptable for any reason to Client or Subjects included in the Client Materials (including after termination or expiration of this Agreement), upon Client's and/or Subject's written request, YouVisit shall remove such content as soon as is reasonably practicable.

**6.5 Rights to Ideas.** Notwithstanding the limited license granted to YouVisit for the Client Materials in Paragraph 6.4, YouVisit is free to use, without any compensation to Client, any ideas, concepts, know-how, or techniques contained in any communication or Client Materials that Client sends to YouVisit for the Virtual Services or any other purpose whatsoever, including, but not limited to, marketing YouVisit's services.



**6.6 License to Client Marks.** For Client Marks, Client grants to YouVisit a non-exclusive, revocable, royalty free, limited, worldwide license to use the Client Marks only to the extent necessary for YouVisit to perform its obligations under this Agreement and for the promotion of YouVisit's services, Client and Client's Virtual Services. All such uses shall be in accordance with Client's reasonable guidelines regarding advertising and trademark usage as shall be established or changed from time to time by Client. In the event that Client notifies YouVisit of any incorrect usage of its Client Marks, YouVisit shall promptly correct such incorrect usage as directed. All uses of the Client Marks hereunder and any goodwill derived from the same shall inure to the benefit of Client. YouVisit shall not do or suffer to be done any act or thing that will adversely affect Client's rights in its Client Marks, or that directly or indirectly may reduce the value of such Client Marks or detract from their reputation.

**7. Updates to Virtual Services and General Posting and Acceptable Use Terms.**

**7.1 Updates to Virtual Services.** In order to offer better services, YouVisit may update and enhance the Virtual Services, at any time and Client 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 the Purchase Orders, YouVisit may make any such changes to the Virtual Services in its sole discretion. Such revisions may be made through periodic updates posted at the Client Specific Site, and all such revisions shall become effective immediately upon being posted at the Client Specific Site.

**7.2 Updates to General Posting and Acceptable Use Terms.** Client also agrees that, from time to time, YouVisit shall have the right to make changes to the General Posting and Acceptable Use Terms to the extent the General Posting and Acceptable Use Terms described are in accordance with the terms and conditions set forth in this Agreement. Client agrees to be bound to any such changes if Client or any Client Administrator or Client User logs onto the user interface and posts or uploads Client Materials to the Client Specific Site. In case of conflict this Agreement shall prevail.

**8. Third Party Contractors.** YouVisit, in its sole discretion, may enter into a contract with any third party contractor (the "Independent Contractor") to provide all or any part of the Virtual Services under this Agreement. YouVisit may disclose Confidential Information of the Client to any Independent Contractor in connection with the delivery of the Virtual Services, and such Independent Contractor shall be subject to the obligations of confidentiality set forth in Paragraph 10 of this Agreement and certain other obligations as mutually agreed to in writing by YouVisit and the Independent Contractor. YouVisit shall ensure that any such Independent Contractor complies with all applicable terms of this Agreement, and shall be fully responsible for any failure of any such Independent Contractor to so comply.

**9. Website Terms and Privacy Policy for the YouVisit Website.**

**9.1 Website Terms for YouVisit Website.** As provided by the Purchase Orders, the Client Specific Site may include Client related areas on any YouVisit website, website page and/or other platform maintained by YouVisit, including, but not limited to [www.YouVisit.com](http://www.YouVisit.com) (the "YouVisit Website"). Use of the YouVisit Website by visitors of the Internet shall be governed by the provisions of the YouVisit Website Terms and Conditions ("Terms and Conditions") in effect at the time of such use and as set forth on the YouVisit Website. Since these Terms and Conditions govern consumer use of the YouVisit Website, Client should periodically visit the YouVisit Website to review the same, including by clicking the [www.YouVisit.com](http://www.YouVisit.com) website Terms and Conditions hyperlink at the bottom of the YouVisit Website to review the current Terms and Conditions as may be in effect from time to time.

**9.2 Use of Consumer Data and Privacy Policy.** YouVisit's practices with respect to the collection and use of consumer data that YouVisit collects from any registered user when YouVisit sets up this functionality at the YouVisit Website ("YouVisit Consumer Data") and the hosting, and security, of the YouVisit Website, including the Client Specific Site, are set forth in YouVisit's Privacy Policy (the "Privacy Policy") as posted on the YouVisit Website as it may be in effect from time to time. Any use of YouVisit Consumer Data hereunder shall be consistent with the privacy policies of YouVisit and Client, as such policies may be revised from time to time at each party's sole discretion; provided, however, that, in the event of a conflict between such policies, YouVisit's Privacy Policy shall govern. YouVisit or its third party licensees or suppliers shall own all right, title and interest in and to any such YouVisit Consumer Data collected in the course of providing the Virtual Services, including at the YouVisit Website, and YouVisit shall share the same with Client in accordance with the terms of its privacy policy. Client or its third party licensees or suppliers shall own all right, title and interest in and to any data that Client separately collects from direct contact with a consumer, including consumers that are a registered user of the YouVisit service ("Client Consumer Data"). YouVisit may withhold any customer data from Client if the sharing of the same would violate any term or provision of its own Privacy Policy. The parties shall at all times adhere to all privacy and data protection laws, rules and regulations (including international laws, rules and regulations) applicable to the gathering, processing, storing and transmitting of such consumer data. While YouVisit may provide to Client certain contact information of a registered user as a result of a registered user's request for additional information from Client and understands that Client will use the same in order to contact the registered user, Client agrees that it will not use the same for the purpose of sending or causing to be sent to any consumer any uninvited solicitation via e-mail, or via any other form of media now known or hereafter developed and, in this respect, if requested by YouVisit, Client agrees that it will delete and not continue to use any such information relating to such registered user; however, the foregoing does not apply to any Client Consumer Data gathered from the consumer separately from the YouVisit Website.

**10. Confidentiality.** Each party ("Receiving Party") undertakes to retain in confidence the terms of this Agreement, consumer data containing personally identifiable information, and all other non-public information and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential

Information"); provided that YouVisit may disclose Confidential Information of the Client to any third-party contractor that it hires to assist it so long as such party is subject to obligations of confidentiality no less protective of the Confidential Information than the terms of this Agreement and each party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business. Each party shall use the Confidential Information of the other only in exercising its rights and performing its obligations under this Agreement, and agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. The foregoing restrictions shall not apply to any information that: (a) was known by the Receiving Party prior to disclosure thereof by the other party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the other party. Upon request of the other party, or in any event upon any termination or expiration of the Term, each party shall return to the other all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party. Each party acknowledges that breach of this provision by it would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, and therefore that the other party shall be entitled to seek injunctive relief to enforce the provisions of this Paragraph. In the event that either party is required by law, including by subpoena, judicial or administrative order or otherwise, to make any disclosure of any of the Confidential Information, the receiving party shall first give notice of such requirement to the disclosing party and shall give the disclosing party prompt notice of the same so that it has a reasonable opportunity to intervene in any relevant proceedings to protect its interest in the Confidential Information.

**11. Client Representations and Warranties.** Client represents and warrants to YouVisit that (i) it has all necessary rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder, (ii) the entry into this Agreement by such party, and the performance by Client of its obligations and duties hereunder, do not and will not violate any agreement of Client or by which Client is bound, and (iii) the Client Materials and Client Marks (a) do not infringe any Intellectual Property Rights or publicity or privacy rights of any third party, (b) are not defamatory, (c) are not lewd, pornographic or obscene, and (d) are in compliance with all applicable laws, including, but not limited to, laws regarding unfair competition, antidiscrimination or false advertising.

**12. Disclaimer of Warranty.** Client's use of deliverables from the Virtual Services, including the Client Specific Site, is entirely at Client's own risk. YouVisit specifically disclaims any warranty or responsibility of any kind, either express or implied, including, without limitation, any warranty or responsibility as to, of or for: (a) Client's use of deliverables from the Virtual Services, including the Client Specific Site, including, but not limited to, any damages resulting or arising from mistakes, errors, omissions, interruptions, deletions, defects, delays in transmission, computer viruses, bugs, communication line failures, non-deliveries, mis-deliveries, theft or unauthorized access of Client's information or any failure with performance of the Client Specific Site; (b) the completeness or accuracy of the informational content on the Client Specific Site; (c) YouVisit's denial or restriction of Client's access to the Virtual Services; or (d) the quality, suitability, accuracy, functionality, or operation of the Client Specific Site. Without limiting the foregoing, everything with respect to the Client Specific Site is provided to Client "AS IS" AND YOUVISIT DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE AND WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

**13. Intentionally Omitted.**

**14. Limitation on Liability.** Notwithstanding anything else set forth in this Agreement, YouVisit shall not be responsible for any incidental, consequential, special, indirect or punitive damages or any lost profits, whether stated in breach of contract, tort, negligence, or under any other theory of liability, arising out of this Agreement. In addition, YouVisit's maximum liability for any damages arising out of this Agreement shall be limited to the amount of fees paid by Client during the twelve (12) month period prior to the claim.

**15. Termination.** Either party may terminate this Agreement prior to its expiration when (i) it provides the other party with written notice of termination as provided in Section 2; (ii) the other party has materially breached any obligation under this Agreement, which breach is not cured within thirty (30) days after receipt of written notice, or (iii) the other party makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or for reorganization under the bankruptcy laws, or has a petition filed against it or has a receiver or trustee appointed for it. Termination or expiration of this Agreement shall not affect a party's performance obligations, including payment requirements, arising prior to the termination or expiration. The provisions of Paragraphs 5, 6, 9, 10, 11, 12, 14, this Paragraph 15, 16, 18 and 19 inclusive, shall survive termination or expiration of this Agreement.

**16. Notices.** All notices or other communications given under this Agreement shall be in writing, and shall be deemed given if delivered in person or if sent by nationally recognized overnight delivery or courier service, by a confirmed telecopy, or by e-mail, in each case addressed (a) to Client, as set forth on the Purchase Order and (b) to YouVisit, via email to notices@youvisit.com. A party may by written notice to the other party change the place to which all further notices to such party shall be sent. Any notice given by means permitted hereby shall be deemed given at the time of receipt thereof.

**17. Use of Client Name.** Upon execution of this Agreement, Client acknowledges and agrees that YouVisit shall have the right to make a public announcement regarding the existence of this Agreement with Client and the nature of the parties' relationship hereunder. Client further agrees that YouVisit shall be permitted to identify Client on its list of representative clients.



**18. Miscellaneous.** This Agreement, including all Exhibits and the Initial Purchase Order, and any Subsequent Purchase Order, referenced herein, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written communications with respect thereto. Other than as provided under Paragraph 7, no waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any other right, power or remedy. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. Client shall not assign this Agreement, by operation of law or otherwise, without the prior written consent of YouVisit, which shall not be unreasonably withheld or delayed. The headings in this Agreement are inserted solely for the convenience of the parties, and they should not be used in interpreting any of its provisions. This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute one and the same instrument, and one or more counterparts of this Agreement may be delivered via e-mail or via telecopy or facsimile with the intention that it or they shall have the same effect as the delivery of an original counterpart hereof.

**19. Governing Law; Jurisdiction.** This Agreement shall be construed in accordance with the substantive laws of the Commonwealth of Virginia. The parties hereby consent to and agree that each party shall have the right to bring an action in the courts of the state or the United States District Court in Virginia in order to resolve all disputes under or relating to this Agreement and the transactions contemplated hereby, and agree to waive all objections as to venue and forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative as of the date set forth above.

CLIENT: George Mason University


By   
(Signature)

Cindy Sempson  
(Name Typed or Printed)

Senior Buyer  
(Title)

5/12/2014  
(Date)

YouVisit LLC

By   
(Signature)

**Endri Tolka**  
(Name Typed or Printed)

**Managing Member**  
(Title)

**May 1, 2014**  
(Date)



**EXHIBIT A**  
**PURCHASE ORDER**

This is a Purchase Order placed for certain services pursuant to the terms of the Virtual Services Agreement, by and between YouVisit and Client, and all duly executed amendments and addenda to the same (the "Agreement"). All of the terms and conditions of the Agreement shall continue in full force and effect except as supplemented and/or amended by the terms of this Purchase Order. Any capitalized term not otherwise defined herein shall have the meaning that is given to it in the Agreement.

**ORDER INFORMATION:**

1. **Virtual Services Set-up.** Upon execution of this Purchase Order, the parties will schedule an initial kick-off meeting for planning and timing for the implementation process, and YouVisit and Client will work together to accomplish the necessary tasks for completion of the Virtual Services.

2. **Products and Services.** YouVisit will provide the following products and services for the Virtual Services (each as described in Schedule A to this Purchase Order).

	Price	Discount	Actual
> Virtual Tour Package (first year subscription) - includes:			
<u>Virtual Tour - Main Campus:</u>	\$ 12,960	\$ 3,500	\$ 9,460
- Walking Tour			
- On-Site Media Shoot			
- Photos, Videos, and Panoramas Modules			
- Social Media Integration			
- Video Guide for English Tour	\$ 1,250		\$ 1,250
> Mobile Experience (first year subscription)	\$ 4,980	\$ 4,980	FREE
	\$ 19,190	\$ 8,480	\$ 10,710
Discount of:		44%	USD

**Limited-Time Special Offers - Expiring Apr 30th = \$ 8,480 in Savings**

**PAYMENT DUE WITHIN 30 DAYS OF SIGNING:**

**\$10,710**

As applicable, see the descriptions of the products and services attached as Schedule A and Schedule B to this Purchase Order. YouVisit and Client agree that the description of the products and services described in Schedule A and Schedule B are hereby incorporated herein by this reference and form an integral part of this Purchase Order. Any additional fees related to the products and services selected in this Purchase Order, including any renewal subscription fees, shall be described in Schedule A and Schedule B.

Schedule A to Purchase Order  
Description of Products and Services

**Virtual Tour Package (Annual Subscription):**

Annual Renewal Subscription Fee for Virtual Tour Package: ~~\$1,126~~ \$788 per month (30% Bundle Discount)  
This Annual Renewal Subscription Fee will be due in monthly installments starting on May 1, 2015.

NOTE: The services performed for the above fee shall be performed to the extent described in Schedule B. The Annual Renewal Subscription Fee does not include enhancements requested by Client. Rather, work for enhancements requested by Client will be priced separately.

**Tour Module:** The Tour Module engages visitors with a highly interactive tour. As visitors take the tour, they will be able to explore using a rich array of media content, such as videos and photographs.

**Photos Module:** Displays a diverse selection of photographs.

**Videos Module:** Displays a diverse selection of videos.

**Panoramas Module:** Displays a diverse selection of panoramas.

**Mobile Experience (Annual Subscription):**

Annual Renewal Subscription Fee for Mobile Experience: ~~\$593~~ \$415 per month (30% Bundle Discount)  
This Annual Renewal Subscription Fee will be due in monthly installments starting on May 1, 2015.

NOTE: The services performed for the above fee shall be performed to the extent described in Schedule B. The Annual Renewal Subscription Fee does not include enhancements requested by Client. Rather, work for enhancements requested by Client will be priced separately.



## Schedule B to Purchase Order

### Annual Subscriptions

#### **Virtual Tour Package Subscription Fees include the following services:**

- Maintenance and support.
- Server Space and Media Storage.
- Up to one (1) visit to Client's main location every 12 months at a date and time mutually agreed upon by the parties in order to take photographs of any new areas on Client's main location for inclusion in the Tour. It is recommended that Client contacts YouVisit at least two months in advance to reserve a date as the shooting calendar gets booked far in advance.
- Up to ten (10) additional Panoramas per year for Client's main location.
- Traffic and Visitor Reporting.
- Full Access to our Content Management Tools.
- Storage for all pictures and videos uploaded by Client, Client Administrator and Client Users. Each video should be under 100MB or 10 minutes.
- Troubleshooting the Virtual Services and any of the Modules implemented.
- The First Year Subscription Fee and the Annual Renewal Subscription Fee do not include travel expenses, lodging expenses, and meal allowance. Client will be billed separately for such expenses.
- Product upgrades and improvements, as determined by YouVisit, in its sole discretion, in an effort to enhance the Virtual Tour.  
NOTE: YouVisit can make alterations to the Virtual Tour as part of its annual subscription services; however, any requests by Client to alter the Virtual Tour shall be evaluated on a case by case basis. Changes other than minor updates, as determined in YouVisit's sole discretion, shall be subject to additional charges. Signoff from Client will be required for these updates.

#### **Mobile Experience Subscription Fees include the following services:**

- Maintenance and support.
- Server Space and Media Storage.
- Traffic and Visitor Reporting.
- Full Access to our Content Management Tools.
- Product upgrades and improvements, as determined by YouVisit, in its sole discretion, in an effort to enhance the Mobile Experience.  
NOTE: YouVisit can make alterations to the Mobile Experience as part of its annual subscription services; however, any requests by Client to alter the Mobile Experience shall be evaluated on a case by case basis. Changes other than minor updates, as determined in YouVisit's sole discretion, shall be subject to additional charges. Signoff from Client will be required for these updates.
- YouVisit may provide Client with iTouch devices and may also provide Client with additional devices on a case by case basis and promotional materials throughout the term of the Agreement. All devices and promotional materials shall be returned by Client to YouVisit immediately upon the earlier of the termination of the Agreement or at YouVisit's request. In the event that damage of any kind occurs to the iTouch devices or other devices (the "Devices") or promotional materials provided by YouVisit to Client, Client shall pay YouVisit an amount not to exceed the original price paid by YouVisit for the damaged Devices and promotional materials.

## EXHIBIT B

### General Posting and Acceptable Use Terms

Subject to the terms and conditions set forth in the agreement that YouVisit has with your institution, e.g. Client ("Agreement"), including the obligation of Client to make payment of any fees owed hereunder, subject to first agreeing to the following "General Posting and Acceptable Use Terms", you are granted by YouVisit as a Client Administrator or a Client User of Client a limited, non-transferable, non-exclusive license to use the tools provided at the user interface for the Virtual Services located at any YouVisit website, website page and/or other platform maintained by YouVisit, including, but not limited to [www.youvisit.com](http://www.youvisit.com) ("YouVisit Website") in order to customize the look and feel of the Virtual Services (and other areas as may be permitted by the tool) with Client Materials (as defined below).

A. If you provide or transmit to YouVisit any communications, or provide, post or upload any content in connection with the Virtual Services via the user interface, including any data, audio, photographs, 360° panoramas, videos, questions, comments, suggestions, or the like ("Client Materials"), all such Client Materials are, and will be treated as, non-confidential materials for display in connection with the Virtual Services. Rights of YouVisit to use Client Materials shall be governed by the Agreement.

B. For Client Materials that you provide to YouVisit, or post or upload in connection with the Virtual Services, you agree that the providing or transmitting, or posting or uploading, of such Client Materials, and the Client Materials, shall be in accordance with applicable international, federal, state and local laws and that you will not transmit or post or upload anything that would give rise to any civil or criminal liability for any party or otherwise violate any law. In addition, YouVisit does not wish for any proprietary product, marketing, advertising or other similar ideas to be posted in connection with the Virtual Services.

C. You may not provide or transmit, or post or upload, anything that (i) violates the copyright, privacy, confidentiality, publicity or intellectual property rights of any person or reveals any information that should be known to the user to be confidential or proprietary, (ii) is false, misleading, defamatory, obscene, indecent, threatening, harassing, harmful or that could constitute an incitement to unlawful conduct or (iii) violates any acceptable use policy that YouVisit may provide to Client.

D. YouVisit will periodically review the contents of the Virtual Services posted or uploaded by you and reserves the right to remove or edit such content, but shall have no obligation to do so.

E. You represent and warrant that you or Client owns or otherwise controls all of the rights to the Client Materials that are provided, transmitted, posted or uploaded by you; that the content in the Client Materials is accurate, that use of the content in the Client Materials does not violate the Agreement, will not cause injury to any person or entity and will not infringe upon the rights of any third party. YouVisit takes no responsibility and assumes no liability for any content that is provided or transmitted to YouVisit, or posted or uploaded in connection with the Virtual Services, by you.

F. YouVisit does not grant you a license to download or modify any information from the Virtual Services or modify the Virtual Services or any portion of the Virtual Services without the express written consent of YouVisit.

G. Other than as otherwise set forth herein, YouVisit does not grant you a license for any resale or commercial use of the Virtual Services or the YouVisit Website, or its contents; any derivative use of the Virtual Services or the YouVisit Website or its content; any downloading or copying of the Virtual Services or the YouVisit Website for the benefit of another merchant; or any use of data mining, robots or similar gathering and extraction tools.

H. Other than as otherwise set forth herein or permitted under any product or service selected by Client, you may not use the Virtual Services or the YouVisit Website or post any Client Materials at the Virtual Services or YouVisit Website of a commercial nature without the prior written consent of YouVisit, including, but not limited to, junk mail, spam, chain letters or any other form of solicitation not directly related to the purposes of the Virtual Services or the YouVisit Website.

I. The Virtual Services and YouVisit Website and any portion of the same may not be reproduced, copied, duplicated, sold, resold, visited or otherwise exploited for any commercial purpose without the express written consent of YouVisit.

J. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information of YouVisit or any of its suppliers without the prior express written consent of YouVisit. You may not use any meta tags or other "hidden text" utilizing the YouVisit Trademarks without YouVisit's prior written consent.

K. Except as expressly permitted in the Agreement, you are forbidden to sell, trade or distribute the content of the Virtual Services or the YouVisit Website or any data obtained from it to anyone.

L. Except as expressly permitted in the Agreement, in no event may the YouVisit Website or the Virtual Services be used or linked to any third party charging a fee for access to the YouVisit Website or Virtual Services or for access to any information gathered therein, including, without limitation, any product or pricing information.



M. The use of YouVisit Materials by you, or anyone else authorized by you, is prohibited unless specifically permitted herein or specific permission is provided elsewhere on the YouVisit Website, and any unauthorized use of the same may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes and will automatically terminate the permission or license granted to you by YouVisit.

N. From time to time, YouVisit shall have the right to make changes to these terms by sending you or Client an e-mail notification of the change or notifying you of the change when you log onto the user interface for the Virtual Services. You agree to be bound to any such changes if you log onto the user interface and post or upload Client Materials to the Virtual Services after such notification. For any "material" change, such "material" change shall become effective if YouVisit sends to you an e-mail or posts information on the YouVisit Website notifying you of such "material" change and the date that such new Terms will be posted on the YouVisit Website ("Effective Date") and you then continue to log onto the user interface for the Virtual Services and post or upload content after the Effective Date. If at any time you do not agree to the "material" change, you may notify YouVisit that you do not agree with the change and terminate your agreement to these terms.

O. YouVisit may form relationships with other third parties or sites on the Internet that promote the company on their sites and its service. Despite YouVisit's efforts, there may be instances when information on the YouVisit Website contains inaccurate or incomplete data, including data about the price and availability of the Virtual Services. In this respect, YouVisit is not responsible for the availability, accuracy, currency or reliability of any information, statement, opinion, advice or other content contained in any site linked to or from the YouVisit Website. You are solely responsible to evaluate the accuracy, currency, completeness or usefulness of any information, statement, opinion or advice or other content available through any third party's web site and any concerns regarding such third party content should be directed to the third party. YouVisit specifically disclaims all warranties, express and implied, as to the accuracy, validity, legality, or otherwise of any materials or information contained on such sites and you acknowledge that under no circumstances will YouVisit be liable for any loss or damage caused by reliance on information obtained through a third party's web site.

P. You may not use, post or transmit any devise, software, routine, virus, spam, mass e-mail commercial material, corrupted data or otherwise attempt to or intend to interfere with or damage the proper workings of the YouVisit Website or the Virtual Services, or any activity that is conducted at the YouVisit Website or the Virtual Services or to damage or intercept any data or information at the YouVisit Website or the Virtual Services. You may not delete or revise any material posted by YouVisit at the YouVisit Website. You may not violate or attempt to violate the security, efficiency, reliability or integrity of the YouVisit Website or its contents in any way.

Q. YouVisit may post advertisements and/or other promotions that do not require any action by you on the YouVisit Website. If there are advertisements and/or promotions that require any action by Client or you, YouVisit agrees that it will obtain the consent of Client prior to posting any such advertisement and/or promotions.

## **Proposal for Services**

**This proposal is for virtual services to be performed by YouVisit, LLC for George Mason University (Client).**

### **I. Experience, Performance History, & References**

Launched in 2009, YouVisit is the world's sole provider of Interactive Virtual Reality Experiences and Immersive Walking Technology.

Moreover, YouVisit's technology platform makes fully immersive Interactive Virtual Reality Experiences available across Virtual Reality Headsets, Mobile devices, and Desktops.

Furthermore, YouVisit's Immersive Walking Technology allows online visitors to walk step-by-step and interact within a real-world environment in augmented reality fashion as if they were physically there. As online visitors walk through the experience and arrive at different points of interest, they're able to engage through layers of interactivity, including: triggers, positional media, hotspots, waypoints, registration forms and much more.

In addition, YouVisit's proprietary technology platform includes patent pending Adaptive Focus, which delivers 360 content in up to 5X higher resolution, Adaptive Distribution for device agnostic optimization and smooth playback on any device, and an advanced VR Analytics & Conversion platform.

YouVisit's proprietary technology platform is the reason why the world's top technology companies such as Microsoft, Hewlett-Packard, and Cisco; top colleges and universities such as Harvard, Yale, and Dartmouth; and hundreds more partner with YouVisit for their virtual experiences.

#### **References:**

Charlie Schwartz (Client Since 2017)  
University of Cincinnati  
Associate Director of Intl Admissions  
513-556-7019  
[schwarcs@ucmail.uc.edu](mailto:schwarcs@ucmail.uc.edu)

Kate Estes (Client Since 2016)  
Johns Hopkins University  
Senior Assistant Director  
410-516-8171  
[Kate.Estes@jhu.edu](mailto:Kate.Estes@jhu.edu)

Adam Winner (Client Since 2015)  
University of Pittsburgh  
Associate Creative Director  
412-624-7168  
[AdamWinner@pitt.edu](mailto:AdamWinner@pitt.edu)

### **II. Demonstrated Success in Providing Virtual Tour Services to George Mason University**

George Mason University has been a client of YouVisit's since May 2014 and has since generated over 112,000 visitors to their virtual experience, 12,000+ visitor information registrations, and an average conversion rate of 18% - conversion being percentage of visitors to the experience who act within it, either providing their contact information or selecting other action buttons on the experience (which direct visitors to [www2.gmu.edu](http://www2.gmu.edu) webpages).

GMU's virtual tour has an average time spent per visitor of 9:00, while the average time spent on its



EDU site (according to alexa.com) is around 6:45. Currently, YouVisit has provided the following features as a part of the virtual tour for GMU (which will continue if informal bid from YouVisit is accepted):

- Key messages about GMU, videos, pictures and an interactive map
- Videos and pictures provided by Bidder
- Platform which hosts additional pictures or videos for GMU
- Zoom feature for 360 panorama images/views
- Virtual reality feature compatibility and platform offering
- Social media integration (available on Facebook, Twitter, YouTube, Instagram)
- Mobile accessibility for tour, videos, pictures
- Reporting and analytics of visitor data for virtual tour on all platforms
- Maintenance and support services, server space and media storage
- Access to content management system (tools)
- Updates to GMU when new features or improvements are available/or made as a part of the YouVisit SaaS platform

### III. **Resources to Provide Services**

The Client Success Team at YouVisit is staffed by a team of individuals with minimum of five (5) years of client management experience each and has a retention and satisfaction rate of 96% among all clients. The Director of the team has more than 20+ years of client experience and has been head of the department since coming over from Yahoo in 2017. The team has successfully worked with George Mason University (Client) from 2014-current (2018), public and private institutions in the Commonwealth of Virginia and the surrounding region, as well as across the United States and Canada for years.

George Mason University will continue to work with their existing Client Success Manager, who they have been working with for nearly a year and has over seven (7) years of client success management experience. This Client Success Manager's current portfolio of clients at YouVisit includes (but not limited to): Harvard, Princeton, Columbia, and the University of Virginia.

### IV. **Sample Projects**

Below are links to the George Mason University virtual tour as well as links to the tours of the universities provided as references earlier in this document.

The University of Cincinnati tour is one of our newer tours which features 360 images and immersive content positioned within those 360 images. <https://www.youvisit.com/tour/cincinnati>

Johns Hopkins University has various tours that highlight both their undergraduate and graduate campuses in Baltimore and Washington D.C. They also have specialized tours for athletics & recreation and student life.

<https://www.youvisit.com/tour/jhuhomewood>

<https://www.youvisit.com/tour/jhu>

Similar to Johns Hopkins, the University of Pittsburgh has a tour highlighting their main campus and two specialized tours focused on their Dietrich School of Arts and Sciences and Panther Central On-Campus Living. <https://www.youvisit.com/tour/pitt>

## **V. Pricing Schedule & Description of Services (per line item)**

### **Virtual Tour Package:**

Annual Renewal Subscription Fee for Virtual Tour Package: \$788 per month (discounted as part of package)

NOTE: The services performed for the above fee shall be performed to the extent described in Schedule B. The Annual Renewal Subscription Fee does not include enhancements requested by Client. Rather, work for enhancements requested by Client will be priced separately.

### **Features of the Virtual Tour Package:**

**Tour Module:** The Tour Module engages visitors with a highly interactive tour. As visitors take the tour, they will be able to explore using a rich array of media content, such as videos and photographs.

**Photos Module:** Displays a diverse selection of photographs.

**Videos Module:** Displays a diverse selection of videos. **Panoramas Module:** Displays a diverse selection of panoramas.

**360 Panoramas Module:** 360 panoramas provide visitors with a visually stimulating experience. In addition to moving from side to side, viewers can look 360 degrees and zoom in and out.

**Video Guide for English Experience Module:** Video Guide for English narrates the virtual tour for visitors on mobile and desktop.

**Interactive Map Module:** The Interactive Map Module utilizes the most recent, electronic version of the map that Client provides to YouVisit, LLC. This feature allows virtual tour visitors to take their own, GPS-enabled tour on campus using the virtual tour feature (on mobile devices) and integrates with Google maps.

**Social Media Integration:** The Social Media Integration subscription provides Client with unique capabilities to install and directly promote the virtual tour a variety of social media platforms. Specifically, Facebook Integration is included in this feature, as well as the option to link all parts of the virtual tour to Twitter, Instagram, LinkedIn, etc.

### **Mobile Experience (Annual Subscription):**

Annual Renewal Subscription Fee for Mobile Experience: \$415 per month (discounted as part of package)

NOTE: The services performed for the above fee shall be performed to the extent described in Schedule B. The Annual Renewal Subscription Fee does not include enhancements requested by Client. Rather, work for enhancements requested by Client will be priced separately.



**Description of Services:** The Mobile Experience subscription provides mobile access of the virtual tour and its components to Client. Mobile access includes: web browser access for the virtual tour on mobile devices as well as two (2) mobile applications available to iTunes and Android users.

**PRICING SCHEDULE**

Description	Unit	Unit Price	Delivery Date
<b>Virtual Tour Package Includes:</b>	Per Year	9456	8/1/2018
Software/hosting platform			
On-site photography			
Strategic meeting ith end user for virtual tour production			
Pre-production for virtual tour			
Post production for virtual tour			
Script creation for video guide			
Editing per client request for virtual tour			
Maintenance and support			
Report traffic and visitor data			
Server space and media storage			
Content management tools			
Social media integration			
<b>Mobile Intergation</b>	Per Year	4980	8/1/2018

**Total Annual Cost of Virtual Tour: \$14,436**

**Schedule B – Annual Subscriptions**

**Virtual Tour Package Subscription Fees include the following services:**

- Maintenance and support.
- Server Space and Media Storage.
- Up to one (1) visit to Client’s main location every 12 months at a date and time mutually agreed upon by the parties in order to take photographs of any new areas on Client’s location for inclusion in the Tour. It is recommended that Client contacts YouVisit at least two months in advance to reserve a date as the shooting calendar gets booked far in advance.
- Up to 10 additional 360° panoramas per year (only if the 360 Panoramas Module is ordered).
- Traffic and Visitor Reporting.
- Full Access to our Content Management Tools.
- Storage for all pictures and videos uploaded by Client, Client Administrator and Client Users. Each video should be under 100MB or 10 minutes.

- Troubleshooting the Virtual Services and any of the Modules implemented.
- The First Year Subscription Fee and the Annual Renewal Subscription Fee do not include travel expenses, lodging expenses, and meal allowance for photographer visits to campus, which will not exceed \$2500 per visit, depending on circumstances and timing of the scheduled trip. If expenses look to exceed \$2500, shoot will be rescheduled for a time when expenses can be kept under \$2500. Client will be billed separately for such expenses.
- Product upgrades and improvements, as determined by YouVisit, in its sole discretion, in an effort to enhance the Website Virtual Visit NOTE: YouVisit can make alterations to the Website Virtual Visit as part of its annual subscription services; however, any requests by Client to alter the Website Virtual Visit shall be evaluated on a case by case basis. Changes other than minor updates, as determined in YouVisit's sole discretion, shall be subject to additional charges. Signoff from Client will be required for these updates.

**Mobile Integration Subscription Fees include the following services:**

- Maintenance and support.
- Server Space and Media Storage.
- Traffic and Visitor Reporting.
- Full Access to our Content Management Tools.
- Product upgrades and improvements, as determined by YouVisit, in its sole discretion, in an effort to enhance the Mobile Integration. NOTE: YouVisit can make alterations to the Mobile Integration as part of its annual subscription services; however, any requests by Client to alter the Mobile Integration shall be evaluated on a case by case basis. Changes other than minor updates, as determined in YouVisit's sole discretion, shall be subject to additional charges. Signoff from Client will be required for these updates.
- YouVisit may provide Client with Samsung devices and may also provide Client with additional devices on a case by case basis and promotional materials throughout the term of the Agreement. All devices and promotional materials shall be returned by Client to YouVisit immediately upon the earlier of the termination of the Agreement or at YouVisit's request. In the event that damage of any kind occurs to the Samsung devices or other devices (the "Devices") or promotional materials provided by YouVisit to Client, Client shall pay YouVisit an amount not to exceed the original price paid by YouVisit for the damaged Devices and promotional materials.

**Timeline & Scope of Work**

As George Mason University is currently a YouVisit client with an active existing virtual tour, the final product is already up and running on the Client EDU site. The current contract can begin as of August 1, 2018 through July 31, 2019. Unless otherwise stipulated by Client, this contract can be extended for multiple years or on an annual basis only per the Client's request.



To Whom it May Concern,

We are very excited to be able to offer our one of a kind **Interactive Virtual Experience** solution, and this is an official letter certifying that YouVisit is the world's sole provider of this unique technology.

The features which qualify us as a Sole Source provider go beyond the **Walking Tour Technology** which we pioneered and continue to expand. In recent years we've added new layers of interactivity, including living scenes, positional media, 360 moments and hotspots which allow our clients to engage their prospective students through specific, targeted interactions at various interest points and are specifically designed to drive results and ROI beyond anything in the marketplace.

A key factor behind our Sole Source designation is our **Proprietary Technology Platform** which includes:

- YouVisit's Platform supports **Cross-Platform Capabilities** and **Device Agnostic Deployment** meaning our fully immersive Interactive Virtual Reality Experiences are available across Virtual Reality Headsets, Mobile devices, and Desktops. In other words, our virtual solutions will be viewed across all devices in an interactive way, compared to other vendors that only develop for a single class of technology. **Adaptive Distribution** ensures optimization and smooth playback on any device
- **Walk-to/through-Scene Technology** – We are the only provider of this solution which enables the viewer to have a sense of walking through your setting and arrive at carefully crafted interactive scenes. These interactive scenes are areas of focus for the viewer to discover more, engage more, and convert faster.
- **YouVisit's Adaptive Focus** (patent pending), which delivers 360 content in up to 5X higher resolution
- Advanced **Conversion** integration that assist in lead generation across platforms
- Robust **Reporting and Analytics interface** designed to track specific actions taken within the experience and assist in calculating a real-time ROI. No other option in the marketplace is designed to specifically monetize your virtual visitors and provide an end-to-end tracking of the user journey. Additionally, reporting is available to track which tour stops/scenes visitors spend the most time on, allowing you to further optimize your efforts and messaging. And each point of interest can be linked to individually allowing for highly targeted marketing efforts.
- From a feature set standpoint:
  - Our **Hotspot** design minimizes the blocking of the main images while maximizes possible content options that include ALL media types: text, photo, video, even 360 photo and 360 video.
  - Our **360 moments** are Interactive and significantly increase engagement rates of 360 video. A simple hover of your mouse or a gaze in VR will queue audio to entice you to explore a 360 video vignette keeping the user on the experience longer.
  - Our **Positional Media** technology seamlessly positions, converts, and maps your existing video files into the 360 scenes to be discovered while inside of the experience. This brings new life to your existing content.



- Our “**Living Scene**” technology is a scalable integration of frameless positional video files to enable 360 scenes to come to life in an entirely new, and never seen before way.
- Our map integration (which we can use existing maps or Google overlays) integrate with GPS locators to provide an Augmented Reality type audio experience. When an in-person user is within a few feet of an area of interest, the professional audio guide will start guiding you as to the information about that landmark.
- We provide scene linking technology which generates a sharable link for each interactive scene that we create providing you with maximum share-ability across social media, email, marketing funnels and more.
- ADA compliant text integration to accompany any language integration of choice.
- We also have pioneered a **partnership model** which is unmatched in the industry in terms of ongoing service and support to ensure your experience is as close to future proof as possible. This partnership model includes upgrades, reshoots on 360 photos each year, white glove support throughout your changing needs with this technology and many other critical integrations with ever changing platforms.
- All of these features and more are seamlessly integrated across web, mobile, and even VR through a branded app that we provide for you. There is no other company in the world that can deliver this feature set across platforms like this.

Another reason why we are unique is that we do all of our work in-house, including both the technical and creative elements of our production, as our solutions are powered by our award-winning **YouVisit Studios** which boasts one of the largest and more experienced production teams in the world. Some companies offer virtual tours, some companies create 360 videos, and some companies focus on optimizing the ROI on marketing efforts. **YouVisit is the only company in the world that delivers a technology platform that supports virtual walking tour technology, interactive elements (hotspots, triggers) and 360 video, and can handle the development, creative and production all under a single roof, eliminating the need to subcontract one or more of these elements.**

I hope that I have been able to clarify the specific details which make us a Sole Source provider and consequently the undisputed leader in our industry. I look forward to finalizing the details of your order so that we can get started as soon as possible so that you can start to achieve the great results that our partners are accustomed to which is further demonstrated by our 98% plus retention rate.

Sincerely,

**Endri Tolka**

**COO**

# Transmittal Letter

5/10/2018

Erin Rauch  
Purchasing Department  
George Mason University  
4400 University Drive,  
Mailstop 3C5  
Fairfax, VA 22030

To Whom It May Concern:

Thank you for including YouVisit in your bid process for the virtual experience project. We have reviewed the RFP documents, and **YouVisit is willing and able to meet the requirements as stated in this request for proposal in full.**

Founded in 2009, YouVisit has quickly grown to become an established leader in the creation of interactive virtual experiences. Hundreds of colleges and universities around the country (and the world) have engaged YouVisit to create a dynamic virtual experience.

Our virtual experiences have helped schools showcase their campuses while simultaneously driving admissions results and increasing international outreach.

It's our belief that the YouVisit platform is the perfect option for your specific goals and requirements for the following reasons...

- **Immersive Walking Technology** - allows online visitors to walk step-by-step and interact within a real world environment in augmented reality fashion as if they were physically there. As online visitors walk through the experience and arrive at different points of interest they are able to interact through engaging layers of interactivity, including triggers, positional media, hotspots and waypoints.
- **Focus on Higher Education** – YouVisit builds virtual experience almost exclusively for colleges and universities, giving us the experience and expertise to know exactly what you need for a successful virtual tour program. The youvisit.com portal has become a

destination for interested domestic and international students and helps drive traffic to our partner schools' experiences.

- **Cross Platform Capability** – Your YouVisit experience will be viewable across website, desktop, mobile (responsive and native app), Virtual Reality, plus over a dozen social media partners including Facebook.
- **Partnership Model** – Ensures access to continued technological updates and upgrades, so that your experience is always fresh and up to date. And because we partner directly with schools, your branding is always maintained and there is never any third party marketing or advertising that could distract your prospective students from your primary messaging.

We look forward to the opportunity of continuing to build an outstanding virtual experience for George Mason University!

Along with this transmittal letter, please find the following corresponding documents:

1. Proposal for Services
2. Technical Proposal
3. Sole Source Letter
4. Original GMU/YouVisit Contract

Regards,

Endri Tolka, CFO  
YouVisit LLC





Technical Proposal – George Mason University

# TABLE OF CONTENTS

- **Executive Summary/Proposal Overview**
  - Partnership Introduction
  - YouVisit Partnership Model
  - Clients Results - Analytics & Case Studies
- **Company Background & History/Summary of Qualifications**
  - Company Background & History
- **Services Provided/Project Plan**
  - Overview of Services
  - Response to George Mason University Requirements
  - Staff and Duties
  - Implementation Timeframe
- **References**
- **Previous Experience**
  - Selected Client List
  - Sample Projects
  - GMU Pricing
- **Supplemental Information**

# Executive Summary/ Proposal Overview



# PARTNERSHIP INTRODUCTION

YouVisit creates Interactive Virtual Reality Experiences that utilize Immersive Walking Tour Technology that connects schools with prospective students across all major devices and headsets

- Desktop Devices
- Mobile Devices
- Social Platforms
- Virtual Reality Headsets



YouVisit offers George Mason University a unique opportunity to market its brand to prospective students regionally, nationally and worldwide. The Next-Generation Virtual Visit utilizes a wide array of interactive media and cutting-edge technologies and will help GMU establish a stronger and more complete presence online, which will draw more visitors, generate more quality inquiries, and ultimately increase tuition revenue

# YOUVISIT PARTNERSHIP MODEL

YOUVISIT FOLLOWS A TRUE PARTNERSHIP MODEL TO ENSURE THAT YOU ARE ALWAYS AT THE FOREFRONT OF TECHNOLOGY, AND THAT YOUR SOLUTIONS STAY FRESH AND UP-TO-DATE

## PRODUCT UPGRADES AND IMPROVEMENTS



LEAD GENERATION



REPORTING & ANALYTICS



VIRTUAL REALITY INTEGRATION



WALKING TECHNOLOGIES

- ANNUAL RESHOOTS TO EXPAND EXPERIENCE
- DEDICATED ACCOUNT MANAGEMENT TEAM
- ADVANCED CONTENT MANAGEMENT SYSTEM
- ON-DEMAND REPORTING AND ANALYTICS

# IT'S ALL ABOUT RESULTS

**10.4**

Minutes of  
Engagement

**ENGAGEMENT**

**12.3%**

Conversion  
Rate

**CONVERSIONS**

**27%**

Increase In  
Physical Visits

**RESULTS**



# HOW COLLEGES ARE USING THE VIRTUAL VISIT



## ONLINE, ON EVERY DEVICE

Reach and attract prospective students across all of the most popular platforms: Your Website, Mobile, Desktop and VR



## HIGH SCHOOL VISITS / COLLEGE FAIRS

Make a lasting impression by taking your campus with you to college fairs, when visiting high schools and traveling internationally



## MARKETING CAMPAIGNS

Differentiate your school and engage prospective students and their parents in new creative ways

**YOUVISIT HAS DRAMATICALLY CHANGED HOW SCHOOLS MARKET THEMSELVES**

# MONETIZE: CONVERT VIRTUAL VISITORS INTO STUDENTS



Lead generation, call to action conversions, and analytics enable YouVisit clients to analyze results, user preferences and student behavior

# RESULTS FROM MORE THAN 1,000 PARTNER SCHOOLS

Case Studies		Increase in Quality Inquiries	Of those, How Many Applied?	Of those, How Many were Accepted?	Of Those, How Many Enrolled?
Large Private School	30% increase in physical visits led to a large increase in applications	82%	59%	60% vs. 29% acceptance rate for general pool	55% vs. 32% yield rate for general pool
Small Private School	Higher quality applications led to higher acceptance and yield rates	55%	69%	79% vs. 43% acceptance rate for general pool	63% vs. 40% yield rate for general pool
Midsize Public School	Increase in Out-of-State & Int'l inquiries led to \$1MM increase in tuition revenue	74%	53%	62% vs. 39% acceptance rate for general pool	72% vs. 45% yield rate for general pool



# Company Background & History/Summary of Qualifications

# Company Background & History

- **YouVisit By The Numbers**
  - Founded in 2009
  - 100 Full Time Employees
  - Over 1,000 Virtual Experiences Created in over 85 countries and across 6 continents
  - 20 Million All-time Visitors Across All Client Experiences
- **Business Structure**
  - Privately Held Limited Liability Company
  - Formed in Delaware
  - Positive Cash Flow and Financial Outlook (as a private co. financial statements are not publicly available)
  - Taxpayer ID: 26-2932527
- **Main Offices in New York and Florida**
  - Nationwide Network of Content Specialists and Photographers
  - Business Address for Contract:
    - 20533 Biscayne Blvd, Suite 1322, Aventura, FL 33180

# Services Provided/ Project Plan

# OVERVIEW OF SERVICES

## WORKS EVERYWHERE



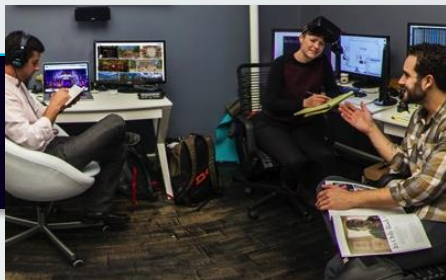
## WALKING TECHNOLOGIES



## WORLD-CLASS PRODUCTION



## RELATIONSHIP MANAGER



## INQUIRIES / LEAD GENERATION



## ANALYTICS

**12.3%**  
Conversion  
Rate

**10.4**  
Minutes of  
Engagement





# VIRTUAL VISIT ON YOUR WEBSITE, MOBILE, DESKTOP AND VR



**“VR IS PROJECTED TO BE A \$30B MARKET BY 2020”**

– Business Insider

# STAND OUT WITH YOUR OWN MOBILE VR APP



FULLY IMMERSIVE EXPERIENCE WITH OR WITHOUT A HEADSET



# THE FULLY IMMERSIVE WALKING EXPERIENCE

## POSITIONAL MEDIA

Integrates Existing  
Videos onto the Scene



## FOCUS ZONE

Provides More information  
(Text/Photo/Video)

STUDENTS ARE ABLE TO WALK THROUGH CAMPUS AND INTERACT  
INSIDE THE SCENES AS IF THEY WERE PHYSICALLY THERE

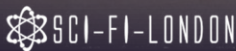


# YOUVISIT STUDIOS

THE EXPERTS IN 360 CONTENT

Beinecke Library, Yale University

AWARD WINNING YOUVISIT STUDIOS IS ONE OF THE LARGEST AND MOST EXPERIENCED PRODUCTION TEAMS IN THE WORLD, HAVING CREATED 1,000+ VIRTUAL EXPERIENCES





# RESPONSE TO George Mason University REQUIREMENTS

- Interactive Virtual Tour
  - **As visitors take our interactive tour, they will be able to explore a rich array of content media**
- Indoor/Outdoor Tour Options
  - **Interactive tours take visitors through indoor and outdoor scenes within a campus**
- Multiple Language Options
  - **We offer a wide variety of language options that cater to specific visitor groups**
- Compatible with websites, smart phones and social media
  - **YouVisit is compatible across various desktop and mobile platforms**
- Interactive mobile apps
  - **Mobile apps are created for schools and are available on IOS and Android devices**
- 24 Hour product support
  - **YouVisit's development team is on hand to support the product**

# RESPONSE TO George Mason University REQUIREMENTS (CONT'D)

- Reporting and analytic features
  - **Aria Optimize houses data regarding tour performance**
- Walking Tour/ 360 Panoramas
  - **All tours are walking and can feature 360 images within the route**
- Option for multiple campuses
  - **YouVisit can create tours for multiple campuses which will allow each campus to tell their individual stories.**
- Live tour guide
  - **Tours can have a Live tour guide in various languages**
- Vendor writes, designs, films, and produces creative content
  - **Our photography and in-house studios team creates all content**
- Admissions office has full control over content
  - **Admissions has creative control over content and backend access to add additional content**

# PRODUCTION PIPELINE

## PREPRODUCTION

### DEVELOPMENT

Project Kickoff  
(Questionnaire/  
Research)

Concept  
Development

Scripting

Scheduling  
/ Logistics

Identifying "X  
Factors"

## PHYSICAL PRODUCTION

FILMING

DIT  
(Digital Image Tech)

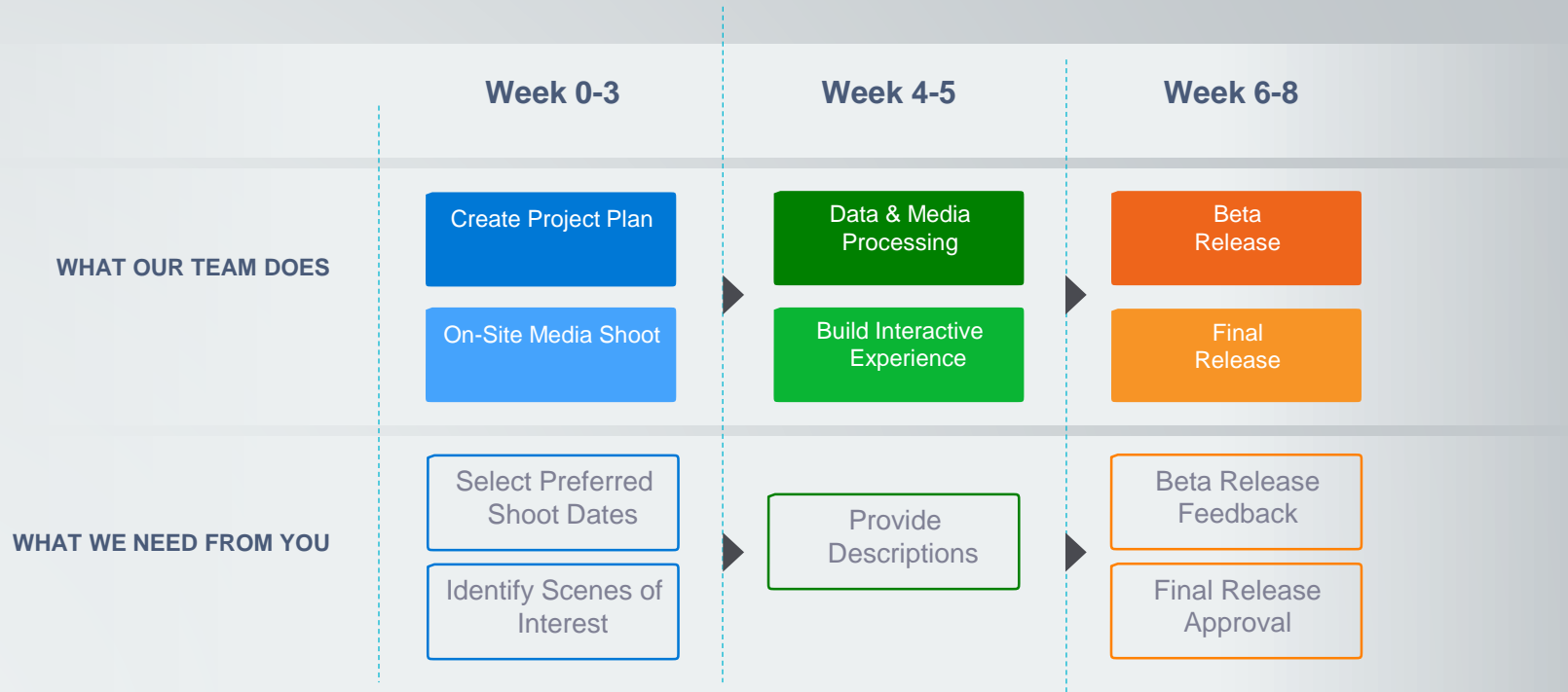
STITCHING

EDITING

FINISHING

# FAST TO MARKET IMPLEMENTATION TIMELINE

THINK ABOUT US AS AN EXTENSION OF YOUR TEAM. WE DO THE BULK OF THE WORK, WHILE TAKING DIRECTION FROM YOUR TEAM IN ORDER TO BRING YOUR VISION TO LIFE!



\* Typical implementation timeline for our newest Platinum and Platinum Plus packages is 8-12 weeks



# KEY STAFF AND EXPERIENCE

- **Client Success**

Pete Finnecy

Vice President of Client Success

[pete.finnecy@youvisit.com](mailto:pete.finnecy@youvisit.com)

(646) 762-0112

- **Client Success**

Albert Choute

Client Success Manager

[albert.choute@youvisit.com](mailto:albert.choute@youvisit.com)

(646) 350-0802

# REFERENCES

# REFERENCES

- **Reference #1**

Charlie Schwartz  
University of Cincinnati (*Client Since 2017*)  
Associate Director of International Admissions  
[schwarcs@ucmail.uc.edu](mailto:schwarcs@ucmail.uc.edu)  
513-556-7019

- **Reference #2**

Kate Estes (*Client Since 2016*)  
Johns Hopkins University  
Senior Assistant Director  
[Kate.estes@jhu.edu](mailto:Kate.estes@jhu.edu)  
410-516-8171

- **Reference #3**

Adam Winner (*Client Since 2015*)  
University of Pittsburgh  
Associate Creative Director  
[AdamWinner@pitt.edu](mailto:AdamWinner@pitt.edu)  
412-624-7168

# PREVIOUS EXPERIENCE



# THE GLOBAL LEADER IN EDUCATION

## LARGE

HARVARD  
UNIVERSITY



Berkeley  
UNIVERSITY OF CALIFORNIA



THE STATE UNIVERSITY OF NEW JERSEY  
**RUTGERS**

**O**  
THE OHIO STATE  
UNIVERSITY

**U** UNIVERSITY  
OF MIAMI

## MIDSIZE



Yale  
UNIVERSITY

COLUMBIA UNIVERSITY  
IN THE CITY OF NEW YORK

UNIVERSITY  
OF ONTARIO  
INSTITUTE OF TECHNOLOGY



## SMALL



SUNY  
ONEONTA



Bowdoin



NORTHLAND  
COMMUNITY & TECHNICAL COLLEGE

## HIGHSCHOOLS & OTHER



Shawnigan Lake School



CLARENDON  
PRIMARY SCHOOL

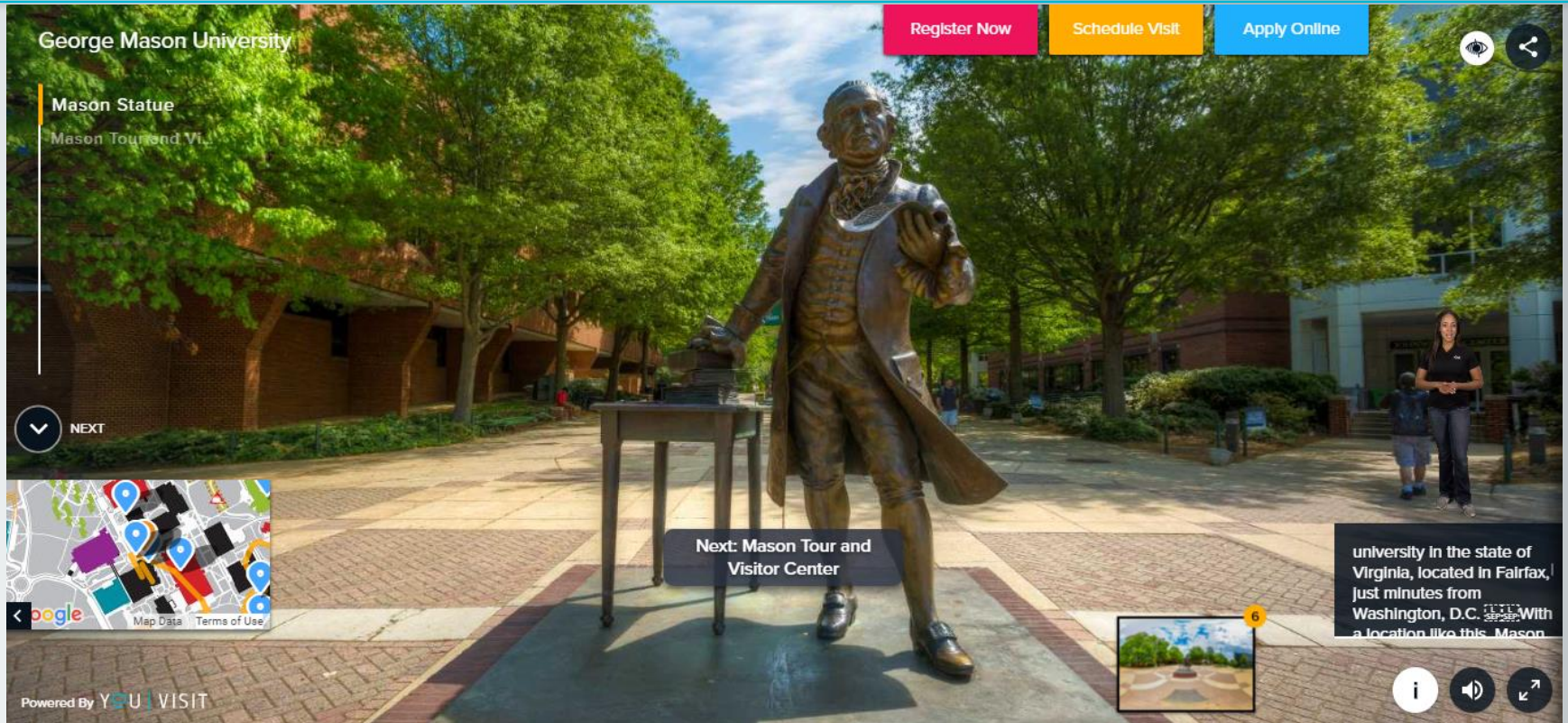
WORCESTER ACADEMY  
ACHIEVE THE HONORABLE



# SAMPLE CLIENT PROJECTS

- **University of Cincinnati**  
*Large public university in Ohio*  
<https://www.youvisit.com/tour/cincinnati>
- **Johns Hopkins University**  
*Large private university in Baltimore*  
<https://www.youvisit.com/tour/jhuhomewood>  
<https://www.youvisit.com/tour/jhu>
- **University of Pittsburgh**  
*Large state university in Pennsylvania*  
<https://www.youvisit.com/tour/pitt>
- **University of Virginia**  
*Large public university in Virginia*  
<https://www.youvisit.com/tour/uva>
- **Liberty University**  
*Large private university in Virginia*  
<https://www.youvisit.com/tour/liberty>

# Current George Mason YouVisit Virtual Tour



# George Mason University Pricing

Description	Unit	Unit Price	Delivery Date
<b>Virtual Tour Package Includes:</b>	Per Year	9456	8/1/2018
Software/hosting platform			
On-site photography			
Strategic meeting ith end user for virtual tour production			
Pre-production for virtual tour			
Post production for virtual tour			
Script creation for video guide			
Editing per client request for virtual tour			
Maintenance and support			
Report traffic and visitor data			
Server space and media storage			
Content management tools			
Social media integration			
<b>Mobile Intergration</b>	Per Year	4980	8/1/2018

**Total Annual Cost of Virtual Tour: \$14,436**



# YOUVISIT IS THE LEADER IN HIGHER EDUCATION

71%

OF THE  
**TOP RANKED**  
SCHOOLS PARTNER WITH  
YOUVISIT

65%

OF SCHOOLS WITH  
**HIGHEST YIELD**  
PARTNER WITH YOUVISIT

59%

OF SCHOOLS THAT ATTRACT THE  
**MOST INTERNATIONAL**  
STUDENTS PARTNER WITH YOUVISIT

**ON AVERAGE, 6% OF OUR PARTNER SCHOOLS' FRESHMEN YEAR CLASS COMES  
FROM STUDENTS THAT REGISTERED VIA THE VIRTUAL EXPERIENCE**



# SUPPLEMENTAL YOU | VISIT

# YOUVISIT TECHNOLOGY IS AHEAD OF THE MARKET



25%

**Photos**  
(Static)



45%

**Videos**  
(Dynamic)



75%

**360° Content**  
(Immersive)



95%

**Interactive Walking Experience**  
(Active Immersion)

**MAXIMUM  
ENGAGEMENT**

**LOW  
ENGAGEMENT**

OTHER COMPANIES

**YOUVISIT**

ENGAGEMENT



CONVERSIONS



RESULTS





# EMBEDDING

Embed Code and iframe to ensure your experience launches from your college URL

# SHARING

Share individual scenes across social and email



## River/Weeks Bridge

John Harvard Statue

Freshman Dorms

Tercentenary Theatre

Widener Library

Lamont Library

Barker Center

Phillips Brooks House

Science Center

Annenberg Hall

Memorial Hall/Sanders Theatre

Maxwell Dworkin Laboratory

Northwest Science Building

Harvard Art Museums

Farkas Hall

Dunster House

Lowell House

Malkin Athletic Center

Harvard Stadium

Weld Boathouse

Harvard Square



# WORLD CLASS INTERACTIVE MAPS

## Heavy Engineering Building



Audio



360's 3



Videos 3



Photos 10

Our Heavy Engineering Building houses electrical and mechanical engineering research and instructional labs. This is also where students build off-road cars from scratch as part of...

## ENHANCED ON-CAMPUS VISITS



GPS with walking directions when on campus

Personal voice guide when near area of interest

MAIN CAMPUS

## DISTRIBUTION PARTNERS

**Chegg®**

 **Cappex**

**CollegeWeek Live**

 **UNIVISION**

**collegeXpress**

study in the  
**USA**

**UNIVERSITIES**  
**abroad**

**SchoolGuides** 

 **GoldenPathAcademics**

**CollegeonTrack™**

**CAMPUS  
EXPLORER**

  
**NICHE™**

  
**USA COLLEGE  
CONNECTION**

welcome  
**COLLEGE**  
.COM

 **MatchCollege.com**  
Providing Information On Colleges Across The U.S.™

**connectedu®**  
CONNECTING LEARNERS TO POSSIBILITIES