

MASTER SERVICES AGREEMENT

AGREEMENT #: C0003894

This Master Services Agreement (“MSA”) is made and entered into as of the date the last authorized signature is affixed hereto by Great Workplaces LLC, (“Contractor”) and Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, (“VCU”). Contractor and VCU are sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Contractor provides various executive coaching services; and

WHEREAS, VCU desires to use executive coaching services on an as-needed and optional-use basis; and

WHEREAS, Contractor is willing to offer executive coaching services to VCU in the manner described herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **CONTRACT DOCUMENTS.** The contract documents are integrated and shall consist of:

- a) Master Services Agreement
- b) Appendix II – Offeror Response Form
- c) RFP#: 175357155CK in its entirety (incorporated herein by reference)

All of the foregoing, together, (the “Contract”). Should a conflict arise among the foregoing, Master Services Agreement, Appendix II – Offeror Response Form, and RFP#: 175357155CK in its entirety, this MSA shall control.

2. **SERVICES.** Contractor shall provide to VCU executive coaching services as set forth in “Conditions of Award” in Appendix II, and any statements of work or similar document later agreed upon between the Parties.

3. **ENTIRE AGREEMENT.** This Master Services Agreement (MSA), including Appendix II and Appendix III will serve as the complete MSA between Contractor and VCU. The contract between Contractor and VCU (the “Contract”) includes this MSA and statements of work (SOW) or other similar documents (collectively, the “contract documents”). In the event of a conflict among the contract documents, the order of precedence will be: this MSA first and then the SOW or other similar documents.

4. **TERM and RENEWAL OF CONTRACT.** The term of this MSA commences on the Effective Date and ends on September 30, 2025. This MSA will renew upon mutual agreement of authorized representatives for both parties, unless otherwise terminated, under the terms and conditions for three (3) additional two (2) year periods until June 30, 2031.

5. **EFFECTIVE DATE.** This MSA is binding on the date that the last authorized signature is affixed.

6. FEE. VCU shall pay Contractor a fee in accordance with Appendix II and Appendix III as agreed between the Parties. Unless set forth otherwise in Appendix II, all invoices shall be paid net 30 days following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with § 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*.

7. DEPOSIT. VCU shall not be required to pay a security deposit.

8. TERMINATION. VCU may terminate this MSA with or without cause with sixty (60) days prior written notice to Contractor. VCU shall pay any outstanding fees due for Services performed up to the termination date. If Contractor breaches this MSA, in addition to any other rights or remedies, VCU may terminate this MSA without prior notice.

9. WORK MADE FOR HIRE. VCU is engaging the services of Contractor to provide Services as described herein for or on behalf of VCU. Contractor recognizes and agrees that all work and products that Contractor creates or develops within the scope of this MSA will be Work Made for Hire that belongs to VCU and will remain the property of VCU. VCU will exclusively own, solely and completely, any work, deliverable, process, product, idea, concept, or social media page – whether such may be protected by intellectual property laws or not – that Contractor creates, conceives or develops, in whole or in part, within the scope of this MSA. To the extent that Contractor's work for VCU may not be deemed a Work Made For Hire, Contractor hereby assigns all of its ownership, interest and intellectual property rights in such works completely and exclusively to VCU.

10. INSURANCE. Contractor certifies that it has and shall maintain the following insurance coverages for the term of this MSA and that all such insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

- a. COMMERCIAL GENERAL LIABILITY. \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.
- b. PROFESSIONAL LIABILITY. \$1,000,000 per occurrence.
- c. AUTOMOBILE LIABILITY, where applicable. \$1,000,000 combined single limit.
- d. CYBER SECURITY LIABILITY, where applicable. \$5,000,000 per occurrence.

11. CONFIDENTIALITY. Contractor may obtain confidential and proprietary information from VCU during the performance of the services under this MSA. Such confidential and proprietary information may be disclosed in writing, orally or contained via any other media. "Confidential Information" is defined as any information designated as confidential by VCU, including but not limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and the Family and Education Records Privacy Act (FERPA).

Contractor agrees that all Confidential Information shall be held in the strictest confidence and shall not be used for purposes other than its business with VCU. Contractor agrees not to release, copy or discuss in any format any Confidential Information. Contractor shall disclose Confidential Information only to its officers, directors, or employees with a specific need to know who are held to the confidentiality standards of this MSA. Contractor shall not disclose, publish or otherwise

reveal any Confidential Information received from VCU to any other party whatsoever, except with the specific prior written authorization of VCU.

Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions of or other media containing Confidential Information within seven (7) calendar days of such request. At Contractor's option, any such documents or other media developed by Contractor containing Confidential Information may be destroyed by Contractor provided that Contractor provides VCU a written acknowledgement that all media containing Confidential Information has been destroyed by Contractor.

12. ADVERTISING. All advertising and promotion materials, whether print or electronic, that display a VCU trademark, logo, or otherwise refers to VCU must be reviewed and approved by VCU's Division of University Relations prior to use. VCU retains all rights, title and interest to its trademarks, logos and other intellectual property.

13. LIMITATION OF LIABILITY.

- a. THE TOTAL CUMULATIVE LIABILITY OF VCU, ITS OFFICERS, EMPLOYEES AND AGENTS IN CONNECTION WITH THIS MSA OR IN CONNECTION WITH ANY GOODS, SERVICES, ACTIONS OR OMISSIONS RELATING TO THIS MSA, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED PAYMENT OF THE MAXIMUM PURCHASE PRICE. REGARDLESS OF ANY PROVISION HEREIN, CONTRACTOR SHALL BE LIABLE FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM CONTRACTOR, ITS AGENTS, OFFICERS, DIRECTORS, AND AFFILIATES NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.
- b. Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees and agents in connection with this MSA or in connection with any goods, services, actions, or omissions relating to this MSA.

14. INDEMNITY. Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage,

Contractor's negligence under this MSA. Accordingly, VCU shall promptly notify Contractor of any

defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the *Code of Virginia (Virginia Code)*.

15. REGULATIONS. During the performance of this MSA, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer; and (2) Contractor agrees to (a) provide a drug-free workplace for Contractor's employees; (b) 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all

solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (d) 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.

16. FORCE MAJEURE. Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this MSA by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.

17. GOVERNING LAW AND FORUM. This MSA shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. Contractor agrees that all disputes arising under this MSA will be brought before a court of competent jurisdiction located in Richmond, Virginia. VCU does not waive its right to jury trial.

18. SOVEREIGN IMMUNITY. VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth of Virginia are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth of Virginia, including the Virginia Tort Claims Act (*Virginia Code* §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this MSA shall be deemed to be or construed as a waiver of VCU's or the Commonwealth of Virginia's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth of Virginia.

19. ENTIRE AGREEMENT. This Master Services Agreement (MSA) and Appendix II will serve as the complete contract between Contractor and VCU. The contract between Contractor and VCU may include statements of work (SOW), a data protection addendum (DPA), or other similar documents as necessary. In the event of a conflict among the contract documents, the order of precedence will be: this MSA, Appendix II, if applicable, the DPA, SOW, and then the RFP.

20. MISCELLANEOUS. This MSA may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The relationship between VCU and Contractor created by this MSA is that of independent contractors. Nothing contained herein shall be construed as constituting any other relationship between VCU and Contractor. Contractor shall not assign this MSA to another party without the written consent of VCU. The conditions and covenants herein contained shall inure to the benefit of and are binding upon the parties hereto, their personal representatives, successors and permitted assigns. As a registered vendor in eVA and/or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

20. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this MSA shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by

registered or certified mail, return receipt requested, postage prepaid, to the respective Party hereto.

Contractor:

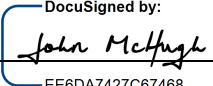
Great Workplaces LLC
Attention: Karen C. Gulliford
5311 Patterson Ave, Ste 102
Richmond, VA 23226
804-239-8804
karen@great-workplaces.com

VCU:

Virginia Commonwealth University
Procurement Services
912 W. Grace Street, 5th Fl
Richmond, VA 23284
procurement_services@vcu.edu

IN WITNESS WHEREOF, the Parties to this MSA by their duly authorized representatives have executed this MSA the day and year below.

Virginia Commonwealth University

By:  _____
DocuSigned by:
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Printed Name: John McHugh

Title: Director, Procurement Services

Date: 2/23/2024

Great Workplaces LLC

By:  _____

Printed Name: Karen Gulliford

Title: Owner, Great Workplaces LLC

Date: 02/14/2024



VCU Procurement Services

APPENDIX II

OFFEROR RESPONSE FORM

RFP 175357155CK – EXECUTIVE COACHING SERVICES

1. General Information

- A. Contractor Name: Karen C. Gulliford
- B. Street Address: 5311 Patterson Ave, Ste 102
- D. City: Richmond
- E. State: Virginia
- F. Zip Code: 23226
- G. Phone Number: 804-239-8804
- H. Email Address: karen@great-workplaces.com
- I. Brief history of the firm:

Great Workplaces, created in 2013 by Karen Gulliford, was established to support organizational growth and change, and leadership capability. Prior to the establishment of Great Workplaces, Ms. Gulliford had a long career in human resources leadership, training, and coaching, including several assignments as an independent contractor. The current organization consists of 2 employees, which are the owner and one part time employee, and has partnerships with other contractors to perform adjunct work. The contract partners include trainers, human resources professionals and coaches. Physical Business Address: 5311 Patterson Avenue, Ste. 201, Richmond VA 23226 Payment and Correspondence Address: 10228 Still Creek Ln, Mechanicsville VA 23116 Phone (804) 239-8804 Principal and Owner: Karen C. Gulliford, M.Ed., PCC www.great-workplaces.com. We are an eVA registered vendor VS0000121209 and SWAM Certified 710845 through 10/16/2025 EIN 46-3480966

- J. Client Reference List: (Provide at least one business reference)

Reference Name: Tanya Simmons Contact: Human Resources

Address: 1 Hayden Dr., Virginia Hall, Virginia State University, 23806 Phone #: 804-712-0033

E-mail address: tsimmons@vsu.edu

Description and date(s) and services provided: Facilitated 2 leadership summits and coached executive women at VSU

K. Experience

Provide Curriculum vitae, Resumes or capabilities statement for all personnel that may be assigned to the University. Include relevant experience or certifications. You may attach additional pages.

Primary Coach – Karen C. Gulliford

Karen Gulliford, Great Workplaces’ founder and owner, has consistently focused on Virginia state government, nonprofit and higher education sectors. As an alumna of VCU (BS Psychology ’88, M.Ed. ’12) she supports Virginia organizations with leadership coaching, Human Resources consulting, and professional development workshops. Workshops typically include Coaching Skills for Managers and Conflict Management, among other related topics.

Ms. Gulliford is a Professional Certified Coach (PCC), certified by International Coach Federation (ICF) and currently holds this certification through 12/2025. She is also certified to administer the Conflict Dynamics Profile and is a Certified Workplace Mediator (both through Mediation Training Institute, Eckerd College) and Emotional Intelligence (EQ 2.0) through Multi-Health Systems.

Great Workplaces has experience partnering in several higher education settings:

- American University
- Randolph-Macon College
- Virginia Commonwealth University
- Norfolk State University
- Virginia State University

We are also proud to have served most recently the following Commonwealth of Virginia agencies:

- Virginia Department of Emergency Management
- Virginia Department of Education
- Virginia Department of Housing and Community Development
- Virginia Department of Veteran Services

Great Workplaces is commonly called upon to assist divisions within large agencies and universities manage through needed change, conflict, employee resistance and discontent, and leadership development and career management. Leadership coaching readily helps leaders organize priorities and clarify goals. Strategic sessions, problem solving and coaching the “whole person” are most common approaches, as leaders today are stretched more than ever to perform, make changes, and lead in a changing employee market. Typical coaching clients are: Executive Directors in nonprofits, agency leaders (Directors, COO, CEO, HR Directors, Deans, Chief of Staffs) and corporate leaders such as sales directors and customer service managers. These leaders are of diverse backgrounds – men and women, LGBTQ+, 80% are females 30-60 years of age, 70% are African American.

We have facilitated numerous learning events to help support leaders with tools – engaging and coaching employees in today’s climate and managing conflict (and understanding one’s own conflict style). Behavioral assessments are also administered on a regular basis, especially the Conflict Dynamics Profile. Ms. Gulliford is also a conference speaker, an adjunct faculty with the Community College Workforce Alliance (CCWA) and faculty and coach with the Community Foundation of greater Richmond (CF) and Center for Nonprofit Excellent (CNE) in Charlottesville.

Karen holds a BS in Psychology (1988) from VCU, and an M.Ed. in Adult Education with a concentration in Human Resources Development (2012) from VCU.

Other Great Workplaces Coach: Anthony Farmer

Tony Farmer is a seasoned leader with over 20 years of experience in the private, non-profit, and public sectors. Tony is a proven leader and an influencer who builds and leverages diverse, collaborative networks to identify root causes and develop innovative solutions to complex problems. He has supported Diversity, Equity and Inclusion efforts for the Federal Government at the Executive Level, advancing initiatives in accordance with E.O. 14035. He has provided consulting for global organizations, establishing tools and methodologies to create cultures. Tony’s coaching specializes in inclusion, diversity planning, leaders of color and emerging leaders. Tony holds a Business

degree from University of Maryland Global Campus and an M.P.A George Mason University. He is an associate Certified Coach (ACC) from the International Coaching Federation, and Certified Professional Diversity Coach from Coach Diversity Institute, Certified Leadership Coach from Defense Intelligence Agency. He also holds a Senior Certified Professional from Society for Human Resources Management. Online profile is here: <https://www.linkedin.com/in/tony-farmer-acc-cpdc-shrm-scp-3877232/>

L. Other

Provide any other information the University should consider in evaluating the firm's proposal:

Great Workplaces has worked with several universities: VCU, VSU, Norfolk State University, American University, Randolph-Macon. Coaches are ICF certified.

We are able to take new clients immediately. Our process is to meet with the potential client for an introductory 30-minute Discovery conversation. We do require a coaching agreement, where the client (person being coached) and the manager or sponsor agree to the agreement, including confidentiality statements, when and how to meet, termination of coaching program, etc. The coach sends a survey at the beginning of the engagement to learn more about desired outcomes, and surveys mid-program, as well as at the end of the program. Results are dependent upon the client's willingness to get support and be completely open with the coach. The coach's role is to create awareness and actions that move the client to the desired outcome. Generally, we do not coach individuals who have noted severe performance or behavioral challenges.

We do have an in-person coaching option. We have a private office in Richmond VA for clients that prefer to have face-to-face interaction with the coach, however, we have been very successful with video (Zoom) coaching. Great Workplaces uses a confidential online client portal to complete questionnaires, share information, and schedule appointments.

2. eVirginia (eVA) Registration Status

A. Is Contractor currently eVA registered and active: Yes No

3. Small, Women, and Minority Owned Business Information: (Complete A-G)

- A. Small: Yes No
- B. Minority-Owned: Yes No
- B. Women-Owned: Yes No
- D. Virginia DSBSD Certified: Yes No
- G. Virginia DSBSD Certification #: 710845

4. Conditions of Award

Please check each box below confirming agreement with the conditions of award. Terms that contain a check box must be checked to confirm acceptance.

A. RealSource Registration

- The Contractor agrees to maintain or become registered as a vendor within the VCU RealSource Vendor Registration network upon being invited to register.

B. Detailed Scope of Work

- The Contractor will provide a detailed statement of work prior to any project, summarizing specific services, deliverables, delivery dates and cost – without additional terms or conditions requiring VCU signature. VCU has a signatory authority policy that allows only specified individuals to sign contracts.

C. Purchase Orders

- The Contractor will accept a VCU issued Purchase Order as the commitment to start a project and will not start work on a project until a Purchase Order is received.

D. Invoicing

- The Contractor agrees to invoice in accordance with the procedures outlined on the VCU Purchase Order.

E. Payment Method (Check the box AND select an option from the dropdown)

VCU is migrating away from processing payments via paper check and strongly encourages the use of our electronic payment options.

- ACH - Paymode-X Premium (Net 20)

F. Early Payment Discount (EPD): (Check the box AND select an option from the dropdown)

- N/A

G. Experience

1. Contractor has a least 4 years of experience.

- Yes
- No

2. Contractor has worked with clients in the higher education sector.

- Yes
- No

3. Contractor has experience providing coaching and development services to employees at several levels of an organization.

- Yes
- No

4. Contractor has experience providing coaching and development services in a variety of formats, including workshops, seminars, and one-on-one coaching.

Yes

No

5. Contractor has experience working with virtual teams and providing virtual coaching and development services.

Yes

No

H. Fees

The following pricing / fees will be charged for the Services. The fee structure includes rates charged for all personnel or service that may be provided to VCU.

Based on current agreement with University of Virginia and Virginia Tech (coaching portion only):

Group Coaching – Zoom or at Richmond office: \$400/hr.

Group Coaching – Onsite at Charlottesville: \$750/hr.

Executive Coaching (individual, 6 months) – Zoom or at Richmond office: \$6,500.00 program

Executive Coaching (individual, 6 months) - Onsite at Charlottesville: \$9,000.00 program

A combination of onsite and offsite coaching may be arranged. Priced at Zoom/Richmond rate, plus premium of \$300 for each coach's travel to Charlottesville)

Ad hoc individual coaching by the hour via Zoom meeting or phone: \$250/hr.

Other fees:

Administration Fees for Assessments, used within a coaching program:

Assessments (MBTI, Entrepreneurial Mindset, Conflict Dynamics) – Individual \$95.00 each

EQ Individual Assessment - \$225 each

EQ based 360 Assessments - \$500 each

VCU prefers fully loaded rates inclusive of travel and expenses. If travel and expenses must be charged separately, the Contractor must receive written approval from VCU before initiating travel to any VCU campus or location. For travel that is approved in writing by VCU, Contractor shall submit its reasonable out-of-pocket expenses to VCU. Travel expenses must be clearly documented in the form of receipts. VCU shall reimburse Contractor for its reasonable out-of-pocket expenses in accordance with, and limited by, the VCU Travel Guidelines & Procedures. VCU reserves the right to dispute the reasonableness of, and reject, any travel expense. Contractor shall adhere to VCU's current guidance for on-campus visits available at <https://together.vcu.edu/>

5. Proprietary or Confidential Information:

- A. The Contractor's proposal contains proprietary or confidential information.: Yes No

- B. If Contractor answered "Yes" above, provide additional details.

Click or tap here to enter text.

Note: See RFP, Section "Confidential / Proprietary Data and Information" for more information.

6. Acceptance

This document will be incorporated into the Master Services Agreement (MSA) between your Firm and the VCU. The contract between your Firm and VCU may include statements of work, a data protection addendum, or other similar documents as necessary. The MSA will have precedence over all other contract documents.

Contractor Name: Karen Gulliford

Authorized Officer/Signatory: Karen C. Gulliford

Title: Owner, Executive Coach

Authorized Officer/Signatory Email Address: karen@great-workplaces.com

Date: 10/16/2023

- Electronic Signature:** By typing the name of the firm's authorized representative/signatory into the field above, the firm certifies that it is providing a binding "Electronic Signature" and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. **No award will be made without a fully executed MSA.**