

MASTER SERVICES AGREEMENT

AGREEMENT #: C0004033

This Master Services Agreement (“MSA”) is made and entered into as of the date the last authorized signature is affixed hereto by idfive (“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 copywriting, art direction /graphic design and video production services; and

WHEREAS, VCU desires to use copywriting, art direction/graphic design and video production services on an as-needed and optional-use basis; and

WHEREAS, Contractor is willing to offer copywriting, art direction/graphic design and video production 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#: 171187234EC in its entirety (incorporated herein by reference)

All of the foregoing, together, form the “Contract”. Should a conflict arise among the foregoing, Master Services Agreement, Appendix II – Offeror Response Form, and RFP#: 171187234EC in its entirety, this MSA shall control.

2. **SERVICES.** Contractor shall provide to VCU Copywriting, Art Direction, Graphic Design and Video Production 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 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 August 31, 2025. This MSA will renew upon mutual agreement of authorized representatives for both parties, unless otherwise terminated, under the terms and conditions for two (2) additional two (2) year periods until August 31, 2029.

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 as agreed between the Parties. Unless set forth otherwise in Appendix II, all invoices shall be paid 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, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this MSA. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this MSA. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately 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:

idfive
Sean Sutherland
800 N. Charles St., Third Floor
Baltimore, MD 21201
sean.sutherland@idfive.com

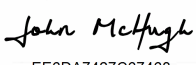
VCU:

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

Name: John McHugh
DocuSigned by:


Signature: 
EE6DA7427C67468...

Title: Director, Procurement Services

Date: 5/20/2024

idfive

Name: Sean Sutherland
DocuSigned by:

Signature: 
D6856929A70A47A...

Title: Director of Marketing

Date: 5/20/2024



VCU Procurement Services

APPENDIX II

OFFEROR RESPONSE FORM

RFP 171187234EC – COPYWRITING, ART DIRECTION/GRAPHIC DESIGN AND VIDEO PRODUCTION SERVICES

1. General Information

- A. Contractor Name: idfive
- B. Street Address: 800 N. Charles St., Third Floor
- C. City: Baltimore
- D. State: MD
- E. Zip Code: 21201
- F. Phone Number: 443.615.7280
- G. Email Address: sean.sutherland@idfive.com
- H. Brief history of the firm:

Since 2005, idfive has been an integrated marketing and communications social design agency focused on amplifying the good being done by our clients. We are educators, learners, strategists, analysts, architects, writers, designers, coders, parents, and friends offering creative web, brand, and marketing strategies to advance marketing and communications goals for higher education partners.

And as a minority- and women-owned, operated, and certified (MBE within MD, VA, and NY) flock, we do all this with a sincere and operational commitment to diversity and equality within our ranks, with our clients, in our city, and... heck... the world at large.

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

Reference Name: George Mason University	Contact: Trishana E. Bowden
Address: 4400 University Dr., Fairfax, VA 22030	Phone #: 703.993.8756
E-mail address: tbowden2@gmu.edu	
Description and date(s) and services provided: We've been fortunate to have supported George Mason University since 2019 and are currently rolling out the 'Mason Now' Campaign across all creative executions including event invitations, media kit, event graphics, campaign microsite, media kit, ads, and more; all tied up with an emotionally-engaging campaign video.	

- J. 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.

We are educators, learners, strategists, analysts, architects, writers, designers, coders, parents, friends, and caffeine addicts.

We are ordinary folk who use our marketing superpowers for good. No egos, no glory; just the relentless pursuit of results.

In fact, we are happiest when working in higher ed. More than 50% of our team has advanced degrees, and we have a Doctor in Communication Design on staff. Two team members teach at the undergraduate level and five others teach at the graduate level. We're so passionate about higher education that our thoughts on the matter have filled two books designed to share our expertise in marketing with the entire industry: "[Nobody Cares About Your University... Yet: The Marketers Winning Playbook](#)" and "[University X: How to Rescue a College Brand from Bland](#)".

K. Other

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

Please see proposal for additional information.

2. eVirginia (eVA) Registration Status

A. Is Contractor currently [eVA](#) registered and active: Yes

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

A. Small: Yes No

B. Minority-Owned: Yes No

C. Women-Owned: Yes No

D. Virginia DSBSD Certified: Yes No

E. Virginia [DSBSD](#) Certification #: 826072

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.

X ACH Paymode-X Basic (Net35)

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

X None

G. 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.

Our pricing model is simple and transparent: We charge for the time we invest in making you successful. Graphic Design, Creative Strategy, Audience Research, Usability Design, etc. No matter what we do for you, it's all based on one blended hourly rate.

idfive's blended hourly billable rate is \$230/hour. It's our cost to operate and competitively compensate for the top-level talent in our ranks. However, we've discounted our billable rate to \$180/hour for VCU to demonstrate our commitment to the project and your mission. This rate is scheduled to be updated each year according to the government's cost-of-living adjustment (COLA).

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://togethervcu.edu/>

H. X The Contractor shall be able to provide the goods and services as described in IV. Statement of Needs.

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.

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: Sean Sutherland

Authorized Officer/Signatory:



Title: Director of Marketing

Authorized Officer/Signatory Email Address: sean.sutherland@idfive.com

Date: 5/7/24

- X **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.**