

MASTER AGREEMENT

#: VCU-FM-7453

This Master Agreement ("Agreement"), effective as of the last date executed ("Effective Date"), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 ("VCU", or "University"), and South River Capital, LLC dba Terra Forma Landscaping, Miller Irrigation, with offices located at 5803 Staples Mill Road, Richmond, VA 23228, ("Terra Forma" or "Firm"). VCU and Firm are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, VCU issued a Request for Proposals to solicit proposals for Skilled Trade Services (the "Services/Goods"), RFP # 207061168TH issued October 10, 2025 (the RFP); and

WHEREAS, Firm submitted its proposal dated August 7, 2026, (the "Proposal") wherein it wished to be considered, among other things, for the Services/Goods as more fully specified therein; and

WHEREAS, VCU considered all proposals submitted, including the Firm's Proposal, and VCU now desires to award to Firm, as set forth in greater detail below; and

WHEREAS, Firm desires to perform the Services/Goods as set forth 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 agree as follows:

I. **AGREEMENT DOCUMENTS:** The following documents are integrated into and made part of this Agreement:

- A. ATTACHMENT A: General Contractual Provisions
- B. ATTACHMENT B: Specific Contractual Provisions
- C. ATTACHMENT C: Appendix I – Offeror Response Form
- D. ATTACHMENT D: Appendix II – Pricing Schedule
- E. RFP# 207061168TH issued October 10, 2025, in its entirety (incorporated herein by reference)

Should a conflict arise among the foregoing documents, this Agreement, to include the Contractual Provisions, shall control.

II. **TERM and RENEWAL OF CONTRACT:** The term of this MSA commences on the date of the last affixed signature and ends on December 31, 2026. This MSA will renew under the terms and conditions of the original MSA without intervention, for four (4) additional one (1) year periods until December 31, 2030.

III. **SERVICES/GOODS AND RESPONSIBILITIES:** Firm shall provide to VCU skilled trade services as set forth in Appendix I, Conditions of Award, and any statements of work or similar document later agreed upon between the Parties.

IV. **FEES:** VCU shall pay Contractor a fee in accordance with Appendix I and Pricing as agreed upon in Appendix II and as agreed between the Parties. VCU may request lump sum pricing on projects on a case-by-case basis. VCU reserves the right to negotiate pricing for future lump sum projects.

V. **ACCEPTANCE OF VCU PURCHASE ORDERS:** The Firm will provide a detailed statement of work prior to

any project summarizing specific services, deliverables, delivery dates, and cost. The Firm will do so without introducing additional terms or conditions and will not require VCU to sign any separate agreements.

VI. PAYMENT METHOD AND PAYMENT TERMS:

- A. VCU shall pay Firm within the net days specified in Appendix II 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* (similar to the Virginia Prompt Payment Act).
- B. All payments will be made based on the net terms agreed upon in this Agreement, starting from after receipt of invoice or delivery, whichever occurs last. This shall not affect offers for early payment discounts, however.
- C. Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached.
- D. Firm acknowledges and agrees that the payment method agreed to under this Agreement shall apply to all invoices and payments related to this Agreement and any other current or future agreements, purchase orders, or transactions involving the same Firm, regardless of remit-to address or locations.

If VCU and Firm execute multiple agreements with different payment methods specified, VCU may, in its sole discretion, select and apply one preferred payment method across all such agreements and associated transactions for consistency and administrative efficiency. VCU may update the payment method in the Firm's vendor file without further notice.

Any Firm-requested changes must be submitted in writing and are subject to approval by the Office of Procurement Services. Firm may, at any time, upgrade to either the Virtual Card or Premium ACH (Paymode-X) payment method by coordinating with Bank of America or Paymode-X. These upgrades do not require an amendment to the Agreement but VCU reserves the right to reject or deny a change deemed not in the best interest of the University.

- VII. INVOICING:** All invoices will reflect the VCU Purchase Order number and will be emailed to VCU.Invoices@trustflowds.com **or** as otherwise instructed by VCU Department utilizing the contract. For additional information regarding proper invoicing practices follow the link below:

<https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

- VIII. CONTRACTS ADMINISTRATOR:** The Firm will not make any commitments/comments or take actions on behalf of the University without the explicit direction of the Contract Administrator.

- A. Primary Administrator:
Individual University departments are the point of contact for day-to-day operations under this Agreement. The Firm and Individual University departments acknowledge that no binding changes or amendments to this Agreement can be made without approval of the Office of Procurement Services.
- B. Secondary Administrator:
Firm will channel all contract questions not pertaining to a specific service or department request

through the VCU's Procurement Office and the individual named below:

Teresa Hall
Tlhall2@vcu.edu

Any updates to the information in this section may be provided to the Firm in writing. A formal amendment to this Agreement is not required to do so.

- IX. NOTICES:** Notices, requests, claims, legal notices, and other communications not related to the day-to-day operations, but required or permitted under this Agreement, shall be in writing, shall refer specifically to this Agreement, and shall be deemed delivered upon receipt. Any such notices, requests, and other communications shall be addressed as follows:

FOR VCU:

Director
Office of Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327
(804) 828-1077
contracts@vcu.edu

FOR FIRM:

Rilee Harmam, Partner
South River Capital, LLC dba Terra Forma Landscaping, Miller Irrigation
5803 Staples Mill Road
Richmond, VA 23228
rilee@terraformarva.com

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt.

- X. SMALL BUSINESS AND SUPPLIER DIVERSITY (SBSD) CERTIFIED BUSINESSES REPORTING:** The Firm will identify and fairly consider SBSD Firms for subcontracting opportunities when qualified SBSD firms are available to perform a given task required under this Agreement. Firm will submit a quarterly SBSD business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January.

Firm will submit the quarterly SBSD business reports, based upon the Firm's proposed commitment to:

VCU SBSD Reporting
swamreporting@vcu.edu

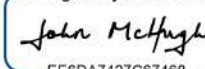
The quarterly SBSD business reports will contain the following information:

- A. SBSD firms' name, address and phone number with which Firm has contracted over the specified quarterly period.
- B. Contact person at the SBSD firm who has knowledge of the specified information.
- C. Type of goods and/or services provided over the specified period of time.
- D. Total amount paid to the SBSD firm as it relates to the University's account.

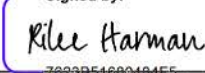
Firm’s failure to provide SBSB reports on a quarterly basis which contain the information required by this section and/or Firm’s failure to comply with the plan for utilizing SBSB businesses submitted by Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9(G)(4) of the [Purchasing Manual](#).

IN WITNESS WHEREOF, the Parties agree that this Agreement contains the entire understanding between the Parties and may only be modified upon mutual agreement and executed in writing by authorized representatives of each Party. By signing below, the signatories affirm that they are the authorized representatives of their respective party and have been delegated authority to bind their respective parties in contract.

VIRGINIA COMMONWEALTH UNIVERSITY

By: 
EE6DA7427C67468...
Name: John McHugh
Executive Director, Procurement
Title: Services
Date: 8/21/2026

**SOUTH RIVER CAPITAL, LLC dba TERRA FORMA,
MILLER IRRIGATION**

By: 
7023B51680464F5...
Name: Rilee Harman
Title: Member, Manager
Date: 8/18/2026

**VIRGINIA COMMONWEALTH UNIVERSITY
GENERAL CONTRACTUAL PROVISIONS
Attachment A**

- A. **COMPLIANCE.** Firm¹ will comply with all applicable laws, regulations, industry codes, and guidance in performing services under this Agreement.
- B. **CONFLICT OF INTERESTS.** The Firm attests represents to the University that its entering into this Agreement with the University 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 the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 *et seq* of the *Code of Virginia* (*Virginia Code*), the Virginia Ethics In Public Contracting Act (*Virginia Code* § 2.2-4367 *et seq*), the Virginia Governmental Frauds Act (*Virginia Code* § 18.2-498.1 *et seq*) or any other applicable law or regulation. Should circumstances change, the Firm will notify the University of any potential conflict of interests prohibited under law.
- C. **INDEPENDENT CONTRACTOR:** Firm is not an employee of the University, but is engaged as an independent contractor. The Firm will indemnify and hold harmless the Commonwealth of Virginia, the University, 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 Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority for the Firm to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.
- D. **WAIVER OF CLAIMS:** No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to *Virginia Code* § 2.2-514, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.

- E. **NONDISCRIMINATION/ANTI-DISCRIMINATION:** During the performance of this Agreement, Firm will comply with the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975 (VFECA), as amended, the Virginians With Disabilities Act (VDA), the Americans With Disabilities Act (ADA) and § 9 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* (*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 below apply.

1. During the performance of this Agreement, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, religion, color, gender, gender identity, national origin, age, disability or other basis prohibited by state law relating discrimination, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Firm. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

¹ The term "Firm" shall have the same meaning and be interchangeable with the terms "Vendor", "Supplier" and/or "Firm" as such terms may be used/referenced in this Agreement or any underlying agreement documents.

- b. The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, will state that such Firm 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.
 - d. If Firm employs more than five employees, Firm shall (i) provide annual training on Firm's sexual harassment policy to all supervisors and employees providing services in the Commonwealth of Virginia, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post Firm's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth of Virginia that Firm owns or leases for business purposes and (b) Firm's employee handbook.
2. The Firm will include the provisions of a through d above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

- F. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Firm warrants and certifies that it does not and will not during the performance of this contract employ unauthorized alien workers, as defined by the federal Immigration Reform and Control Act of 1986 or violate any other provisions of the Act.
- G. **ANTITRUST:** By entering into a contract, Firm conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Agreement.
- H. **NON-APPROPRIATION:** Funding for any Agreement between the University and a Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.
- I. **VIRGINIA MINIMUM WAGE ACT:** All Firms must comply with the state and federal minimum wage requirements. Every Firm shall pay to each of their employee's wages at a rate not less than the greater of (i) the adjusted state hourly minimum wage or (ii) the federal minimum wage as prescribed by Virginia Minimum Wage Act (Virginia Code § 40.1-28.8 et seq.) and the U.S. Fair Labor Standards Act (29 U.S.C. § 201 et seq.), respectively. For details on minimum wage law requirements, contact the Department of Labor & Industry at: <https://doli.virginia.gov>.
- J. **WORKERS' COMPENSATION:** Firm will (i) obtain and maintain a workers' compensation policy for all employees in accordance with applicable law, and (ii) comply with all federal and/or state laws and regulations pertaining to Workers' Compensation requirements for insured or self-insured programs.
- K. **DRUG-FREE WORKPLACE:** Firm, its agents and employees are prohibited, pursuant to *Governing Rules* §11, and the Commonwealth of Virginia, Department of Human Relations Management Policy No. 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Firm agrees to (i) provide a drug-free workplace for the Firm'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 Firm's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Firm that the Firm maintains a drug-free workplace; and (iv) includes 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 providing services under this Agreement.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Firm, 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 Agreement.

- L. **VIRGINIA FOIA:** Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, agreements and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- M. **STATUTORY DAMAGES:** VCU is not authorized to waive damages granted or otherwise available by statute.
- N. **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 are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, 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 Agreement shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.
- O. **REPRESENTATIONS AND WARRANTIES:** All representations and warranties made by the University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.
- P. **INFORMATION TECHNOLOGY ACCESS:** All electronic and information technology procured through this agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>. If requested, the Firm must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

All information technology ("Technology") which is purchased or upgraded by the University will comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University's Executive Director of Procurement Services determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Firm must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, *Virginia Code* §§ 2.2-3500 through 2.2-3504.

- Q. **CONTRACTUAL CLAIMS PROCEDURE:** *Governing Rules § 53* (similar to the Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments) requires Firms with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the Firm's intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

1. Firm must provide the written claim to:
Assistant Director of Purchasing
Virginia Commonwealth University
Office of Procurement Services
912 West Grace Street
Box 980327
Richmond, Virginia 23298
2. Although Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section 1 above, Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Purchasing if it wishes to pursue its claim.
3. Upon receiving the written claim, the Assistant Director of Purchasing will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Firm. If such discussion is to be held, the Assistant Director of Purchasing will contact Firm and arrange such discussion. The manner of conducting such discussion will be as Assistant Director of Purchasing and Firm mutually agree.
4. The Assistant Director of Purchasing will mail his or her decision to Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.
5. Firm may appeal the decision to:
Executive Director of Procurement Services
Virginia Commonwealth University
Office of Procurement Services
912 West Grace Street
Box 980327
Richmond, Virginia 23298

Provide a written statement explaining the basis of the appeal within fifteen (15) calendar days after Firm's receipt of the decision.

6. Upon receiving the written appeal, the Executive Director of Procurement Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Firm. If such discussion is to be held, the Executive Director of Procurement Services will contact Firm and arrange such discussion. The manner of conducting such discussion will be as the Executive Director of Procurement Services and the Firm mutually agree.
7. The Executive Director of Procurement Services will mail his or her decision to Firm within 60 days after the receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement. Firm may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

- R. **ARBITRATION:** Neither Party shall be compelled to agree to any form of binding alternative dispute resolution, but may request and/or opt to participate in non-binding alternative dispute resolution in its sole discretion.

- S. **PURCHASING MANUAL.** This Agreement is subject to the provisions of the Commonwealth of [Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors](#) (*Purchasing Manual*) and any subsequent revisions, which is available on Procurement and Supplier Diversity Services website at: <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>.
- T. **REALSOURCE REGISTRATION:** The Firm is required to register in VCU's source-to-pay platform, RealSource, upon signing an agreement with VCU. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Firm is responsible for the security of its RealSource 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 Firm's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Firm's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.
- U. **ORDERING PROCESS.** The University does not place verbal orders for Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Firm's provision of the Goods and Services. Accordingly, at the University's request, the Firm will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Firm provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
- V. **eVA REGISTRATION:** The eVA Internet electronic procurement solution is the Commonwealth of Virginia's comprehensive electronic procurement system. The portal, found at www.eva.virginia.gov, is a gateway for Firms to conduct business with state agencies and public bodies. All agencies and public bodies are expected to utilize eVA and all Firms desiring to provide goods and/or services in the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. Firm is required to register in the eVA Internet e-procurement solution as a condition of award and remain eVA registered during the term of this Agreement.
- Firm shall be responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Firm's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Firm's failure to update or protect its account information.
- W. **eVA FEES:** Unless the procured services are exempt pursuant to eVA standard, Firm will be subject to an eVA transaction fee, for which Firm will be invoiced by Commonwealth of Virginia, Department of General Services. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Agreement. The Vendor transaction fee (which is subject to change) is:
1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- The specified Vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.
- Firm shall be prohibited from recouping or seeking reimbursement of the eVA fee by invoicing the University for the fee.***
- X. **FEDERAL PROVISIONS:** For Contracts funded by a U.S. Government grant or contract, the following provisions found in [Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule \(2 CFR Part 200, et al\)](#) shall be incorporated and made a part of this Contract.

- Y. **LIMITATION OF LIABILITY:** Firm shall be liable for the direct damages caused by the negligence of itself, its officers, employees, and agents in connection with this Agreement or any goods, services, actions, or omissions relating to this Agreement.
- Z. **GRAMM-LEACH-BLILEY ACT:** If applicable, the Firm shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.
- AA. **INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR):** If Firm 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), it must notify (by sending an email to exportctrl@vcu.edu and receive prior written authorization from, the University's Export Compliance Program before delivery. The notification provided by the supplier shall include the name of the Virginia Commonwealth University point of contact, identify each ITAR-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s), and indicate whether or not the determination was reached as a result of a commodity jurisdiction or self-classification process. Firm agrees that if it fails to notify the University that it is providing ITAR-controlled items, data or services, it shall reimburse the University for any fines, legal costs and other fees imposed by the above-named regulatory agency for any violation of export controls regarding the provided items, data or services.
- BB. **COOPERATIVE PROCUREMENT / USE OF AGREEMENT BY THIRD PARTIES:** It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Firm.

To that end and if agreeable with the Firm, upon written request from Additional Users the Firm may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Firm is not required to provide such access. A Firm's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional. If the Additional Users choose to access the contract and the Firm agrees to such access, the terms and conditions of the contract will be in full force and effect as between the Additional Users and the Firm. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from an Additional User accessing the contract. The Firm understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.
- CC. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Firm desires to subcontract some part of the work specified herein, the Firm shall furnish the University with the names, qualifications and experience of their proposed subcontractors. The Firm 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.
- DD. **VCU CAMPUS COMPLIANCE:** Any Firm personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use, and conduct within such facilities. Please note that VCU is a smoke and tobacco-free campus ([VCU Smoke and Tobacco-Free Campus Policy](#)). In addition, all Firm employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Firm's employees must wear their VCU identification when they are on VCU property.
- EE. **CRIMINAL BACKGROUND INVESTIGATION:** If Firm employees and agents will be on the VCU campus, or have access to protected data as defined herein, Firm must comply with the following: Firm shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the *Virginia Code* § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<https://policy.vcu.edu/doctract/documentportal/08DA32A63EDBCEAAAB4962445672CE290>

Specifically, Firm shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- FF. **INTELLECTUAL PROPERTY RIGHTS/DISCLOSURE:** Unless expressly agreed to the contrary in writing, all goods, products, materials, documents reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Firm (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University. The Parties agree that any such intellectual property created as a result of this agreement shall be deemed as a Work-for-Hire, as defined under federal copyright law. For the avoidance of doubt, Firm retains all rights in its pre-existing intellectual property, including its proprietary tools, methods, processes, know-how, templates, and any other intellectual property developed outside the scope of this Agreement. Firm warrants to the University that the University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this Agreement and will have full ownership and beneficial use thereof free and clear of claims of any nature by any third party including without limitation copyright or patent infringement claims.

Firm will execute any assignments or other documents needed for the University to perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

- GG. **BRAND STANDARDS:** Firm warrants that any Creative Work produced for the University (1) will comply with the University's brand standards and (2) in its end application, will fit the visual look and feel of the overall brand aesthetic, brand concept, color palette, visual effects, photographic and video style standards, and make correct use of all marks including logos and identity components. Firm agrees that the University, in its sole discretion, will determine Firm's compliance with this Provision. Creative Work includes, but is not limited to: websites, applications, electronic communications, newsletters, advertisements, mailings, magazines, and other communication materials (digital and print) produced for the University. For additional guidance, Firm should consult the VCU Brand Guidelines at <https://brand.vcu.edu/vcu-university/guidelines> (requires registration) or contact University Trademark and Licensing (trademarks@vcu.edu.)

- HH. **TRADEMARKS/LOGOS AND PROMOTIONAL ACTIVITY:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Firm shall obtain approval in writing from the VCU Division of University Relations prior to use of any VCU marks, name, or logos. During the Term of the Agreement, Firm may reference the University as a customer in sales and marketing materials and public statements ("Promotional Materials"), provided such Promotional Materials do not include opinions explicitly or implicitly attributed to the University about the quality of the goods and/or services provided to the University. In no event shall Firm request that the University or any University employee endorse Firm or Firm's goods and/or services. Promotional Materials may include the name "Virginia Commonwealth University" and VCU's approved institutional logo solely to identify accurately the University as an entity to whom Firm provides goods and/or services. Furthermore, the University grants Firm a limited, nonexclusive license to display the University's trademarks/logos solely as they are made available to Firm in connection with Firm's goods and/or services.

- II. **MARKETING AT VCU:** The University encourages Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in Firm's goods and/or services. However, Firm shall not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

- JJ. **FAILURE TO DELIVER GOODS OR SERVICES:** In case of failure to deliver goods or services in accordance with the Agreement terms and conditions, VCU, after oral or written notice, may procure them from other sources and hold the Firm responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.

- KK. **SHIPPING:** Firm shall ship all goods FOB (Freight on Board) Destination at the actual freight rate based upon the actual weight of the goods to be shipped. All prices unless otherwise specified are FOB Destination, Freight Prepaid and Allowed.
- LL. **INSTALLATION DELIVERY AND STORAGE:** If applicable, it shall be the responsibility of the Firm to make all arrangements for delivery, unloading, receiving and storing materials in a VCU building during installation. VCU will not assume any responsibility for receiving these shipments. Firm shall check with VCU and make necessary arrangements for security and storage space in the building during installation.
- MM. **TESTING AND INSPECTION:** To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to ensure goods and services conform to the specifications/Agreement.
- NN. **TAXES:** Firm acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Agreement shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- OO. **AUDIT:** The Firm shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- PP. **FAVORED CUSTOMER:** Firm represents that the prices, terms, warranties, and benefits are comparable to or better than the equivalent terms being offered by the Firm to any present customer.
- QQ. **ADDITIONAL GOODS AND SERVICES:** The University reserves the right to have the Firm provide additional goods and/or services that may be required by the University during the Term of this Agreement. Any such goods and/or services will be provided under the same terms and conditions of this Agreement. Such additional goods and services may include other products, components, accessories, subsystems or services provided by the Firm. These additional goods and services will be provided to the University at Favored Customer pricing.
- RR. **EXTRA CHARGES NOT ALLOWED:** The Agreement price shall reflect all fees to be incurred for the performance of the Agreement, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Agreement shall only be paid if approved by the University prior to incurring such fees.
- SS. **INDEMNIFICATION:** Firm 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 Firm's negligence under this Agreement. Accordingly, VCU shall promptly notify Firm of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Firm will immediately defend any such claim or action pursuant to the provisions and requirements of Virginia Code § 2.2-514.
- TT. **CONFIDENTIAL INFORMATION:** "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be 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 FERPA. Firm shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Firm uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Firm shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) calendar days of such request.

- UU. **FERPA:** To the extent that VCU provides to the Firm any student information that is an “education record” protected by the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, 34 C.F.R. Part 99, including a student’s address, email address or phone number, which is protected by the Code of Virginia § 23.1-405(C), VCU hereby designates Firm as a school official with a legitimate educational interest in the education records of the participating student(s) to the extent that access to VCU’s records is required by Firm to fulfill the obligations of this Agreement. Firm will (1) limit access to such information to only those employees or agents with a need to know it, (2) use the information only for the purpose for which it was disclosed, and (3) not disclose the information to any third party without the prior written authorization of the individual student. Further, Firm agrees to provide to the University, upon request, any information about a student.
- VV. **LICENSE REQUIREMENTS:** Certain statutes and regulatory agencies require that some Firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is Firm’s responsibility to comply with the rules and regulations issued by the appropriate regulatory agencies, and possess and maintain the appropriate licenses if applicable for the Goods and/or Services to be provided under this Agreement. A copy of any such applicable license and/or permit must be furnished upon request to the University or VASCUPP member institution. For example, if Firm will be providing removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the Firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement.
- WW. **FORCE MAJEURE:** Neither Party will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, governmental restrictions, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party’s control. Any delay in performance will be no greater than the event of force majeure causing the delay. 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 Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- XX. **APPLICABLE LAW AND COURTS:** This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Agreement shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU’s status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- YY. **FEDERAL TARIFFS:** In the event that a federal entity authorized by law, imposes an import duty or tariff (a “tariff”), on an imported good that results in an increase in Firm’s costs to a level that renders performance under the Agreement impracticable, VCU may agree, at its discretion, to an increase to the purchase price for the affected good. No increase in purchase price may exceed the actual tariff imposed on the goods imported or purchased by the Firm that are provided to VCU under this Agreement.
- A. Prior to VCU agreeing to a price increase pursuant to this provision, the Firm must provide to VCU the following documentation, all of which must be satisfactory to VCU:
- a) evidence demonstrating: (i) the unit price paid by Firm as of the date of award for the good or raw material used to furnish the goods to VCU under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) Firm’s payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow VCU to verify that the tariff is the cause of the price change;

- b) a certification signed by Firm that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by VCU at a lower cost from a different source located outside of the country against which the tariff has been imposed;
 - c) a certification signed by Firm that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the Firm would otherwise be unable to perform under this Agreement without such price increase; and
 - d) as requested by VCU, written instructions authorizing VCU to request additional documentation from Firm's suppliers to verify the information submitted by Firm.
- B. If VCU agrees to a price increase pursuant to this provision, the parties further agree to add the following terms to this Agreement:
- a) During the Term and for five (5) years after the termination of this Agreement, Firm shall retain, and VCU and its authorized representatives shall have the right to audit, examine, and make copies of, all of Firm's books, accounts, and other records related to this Agreement and Firm's costs for providing goods to VCU, including, but not limited to those kept by the Firm's agents, assigns, successors, and subcontractors.
 - b) Notwithstanding anything to the contrary in this Agreement, VCU shall have the right to terminate this Agreement for VCU's convenience upon 15 days' written notice to Firm.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in VCU's contract price shall be reduced by the same amount and adjusted accordingly.

Any material misrepresentation made or caused to be made by a Firm, increasing the price and/or costs in a payment obligation due from the University, may be deemed fraud under the law, including by not limited to the Virginia Fraud Against Taxpayers Act, and such misrepresentation may be subject to penalties and damages.

AAA. PAYMENT TERMS UNIVERSAL APPLICATION: Firm acknowledges and agrees that the payment method agreed to under this Agreement shall apply to all invoices and payments related to this Agreement and any other current or future agreements, purchase orders, or transactions involving the same Firm, regardless of remit-to address or locations. If VCU and Firm execute multiple agreements with different payment methods specified, VCU may, in its sole discretion, select and apply one preferred payment method across all such agreements and associated transactions for consistency and administrative efficiency. VCU may update the payment method in the Firm's vendor file without further notice.

Any Firm-requested changes must be submitted in writing and are subject to approval by the Office of Procurement Services. Firm may, at any time, upgrade to either the Virtual Card or Premium ACH (Paymode-X) payment method by coordinating with Bank of America or Paymode-X. These upgrades do not require an amendment to the Agreement but VCU reserves the right to reject or deny a change deemed not in the best interest of the University.

BBB. MODIFICATION OF THE AGREEMENT:

1. The parties may agree to modify the scope of the Agreement. An increase or decrease in the price of the Agreement resulting from such modification shall be agreed by the parties as a part of their written Agreement to modify the scope of the Agreement.
2. The Purchasing Agency may order changes within the general scope of the Agreement at any time by written notice to the Firm. Changes within the scope of the Agreement include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Firm shall comply with the notice upon receipt. The Firm shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
3. Material, substantive modifications, changes, and amendments to the Agreement must be in a writing executed by authorized representatives of each party.

CCC. TERMINATION OF AGREEMENT:

1. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and such

breach is not cured within thirty (30) days after written notice to the breaching Party.

2. University reserves the right to terminate this Agreement, in part or in whole, without penalty, upon sixty (60) days written notice to the Firm.
3. Either Party may terminate this Agreement after the initial twelve (12) months of this Agreement upon sixty (60) days written notice to the other Party.

DDD. **ENTIRE AGREEMENT:** This is the entire agreement between the University (including University employees and other End Users) and Firm. The Agreement shall not be assignable by Firm in whole or in part without the written consent of the University. In the event that Firm enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply. This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same document. Electronically transmitted signatures will be deemed originals for all purposes relating to the agreement.

VIRGINIA COMMONWEALTH UNIVERSITY
SPECIFIC CONTRACTUAL PROVISIONS
Attachment B

INSURANCE: Firm shall procure and maintain and require any Subcontractor to procure and maintain for the duration of the Agreement, insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the Firm, its agents, representatives, employees or subcontractor. Beginning on the Commencement Date and continuing during the Initial Term of the Agreement and any Renewals or extensions thereof, the Firm, at the Firm's expense, shall keep in force, with an insurance company with a current A.M. Best's rating of no less than A: VII, one which is authorized to transact business in Virginia, and in a form acceptable to the University, the following:

NOTE: 'X's indicate insurance is needed, whereas empty parentheses indicate insurance is not.

- (X) Commercial General Liability (CGL): Providing CGL coverage on an "occurrence" basis, including for (X) bodily injury liability including: death, assault or battery, (X) property damage liability for damage to property of third parties, (X) personal injury liability, (X) advertising injury liability, (X) contractual liability, (X) drone liability, (X) products / completed operations liability and () full liquor liability arising out of the service of liquor (e.g., Dram shop liability), (X) environmental liability, with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- (X) Automobile Liability: Providing coverage on all vehicles (i.e., owned, non-owned, and hired) operate with combined minimum limits of liability of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- (X) Workers' Compensation: Providing coverage of at least the statutory amounts covering all employees, and employer's liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) for each coverage part.
- () Professional Liability Insurance: Providing coverage for professional designations or licenses where professional services are being rendered with minimum limits of One million dollars (\$1,000,000) of coverage.
- () Employment Practices Insurance: Providing coverage against claims made by any employee, former employee, or potential employee or third party who alleges discrimination (e.g., age, sex, race, or disability), wrongful termination of employment, harassment or any other employment practices-related injuries with limits of liability of at least One Million Dollars (\$1,000,000).
- () Cyber Security Liability: Providing coverage against claims made for financial losses caused by cyberattacks and/or data breaches with limits of liability of at least One Million Dollars (\$1,000,000) (subject to higher requirement depending on the nature of the work).

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Commonwealth of Virginia, and Virginia Commonwealth University, its officers, employees, and agents are to be covered on the CGL policy with respect to liability arising out of work or operations performed including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Firm's insurance coverage shall be primary insurance and any insurance or self-insurance maintained by the Commonwealth of Virginia, Virginia

Commonwealth University, its officers, employees and agents shall be in excess of the Firm's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (30) calendar days prior written notice to the University.

Waiver of Subrogation

The Firm will grant to the University a waiver of any right to subrogation which any insurer of said Firm may acquire against the University by virtue of the payment of any loss under such insurance. The Firm will agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not University has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the University. University may require the Firm to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Firm must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

The Firm shall furnish University with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the University before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Firm's obligation to provide them. University reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

University reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Builder's Risk Insurance

If a project requires Builder's Risk Insurance under this contract, Firm will be notified and requirements will be discussed. This may happen on occasion depending on the project's requirements.

- B. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for the period as noted in Appendix II following date of delivery or installation and acceptance. Should any defect be noted by the owner, the University will notify the Firm of such defect or non-conformance. Notification will state either (1) that the Firm shall replace or correct, or (2) the University does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Firm is required to correct or replace, it shall be at no cost to the University and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Firm fails or refuses to replace or correct the deficiency, the University may have the materials corrected or replaced with similar items and charge the Firm the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- D. **DAILY CALL-IN and CALL-OUT:** Firm is required to call the VCU Control Center upon arrival and departure each day, when performing work under this contract. If an alarm is tripped unintentionally, the Firm shall notify the VCU Control Center within two minutes at (804) 828-9364.
- E. **VCU PARKING:** The Firm is responsible for all parking-related costs, including but not limited to fees and/or fines issued from VCU and/or the City of Richmond. The Firm may purchase an optional VCU Parking permit through VCU Parking, if desired: <https://parking.vcu.edu/parking>
- F. **CONVENIENCE TO GENERAL PUBLIC AND PROPERTY VCU:** All work covered under this Contract shall be done in such a manner as to cause as little inconvenience as possible to the general public and property VCUs. All equipment and resulting material shall be placed along the route of the work so as not to inconvenience vehicular and pedestrian traffic. The Firm shall provide adequate means to safely direct traffic past the points that are affected by the work at all times. No closures shall be allowed unless specifically coordinated and approved. Access to property shall be maintained, and any time where there is a loss of access, the Firm shall coordinate with VCU Facilities Management.
- G. **ASBESTOS:** Whenever and wherever during the course of performing any work under this Contract, the Firm discovers the presence of asbestos or suspects that asbestos is present, Firm shall stop the work immediately, secure the area, notify VCU Facilities Management and await positive identification of the suspect material. During the downtime in such a case, the Firm shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Firm is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed to the Firm, but without additional compensation due to the time extension.
- H. **RADIATION/CHEMICAL/BIOLOGICAL HAZARD AREAS:** The personnel employed by the Firm shall be capable employees, trained and qualified to perform specified services. If the Firm is to perform work in areas posted with hazard signs, prior to the commencement of the Contract, the Firm shall contact Safety and Risk Management (SRM) at srm@vcu.edu for information regarding chemical, biological, radiological, environmental and occupational hazards. The Firm shall be responsible for providing appropriate personal protective equipment and applicable safety training to its employees based on the hazard information provided by VCU. SRM may provide consultation on complex projects or request information related to the Firm's safety protocols, to be evaluated on a case-by-case basis.

- I. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products included in the Contract or used to perform the requirements of the Contract are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Firm, certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Firm does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- J. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided to the contract administrator and/or designee for each chemical and/or compound offered, in performance of the contract.
- K. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to VCU's satisfaction at the Firm's expense.
- L. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY:** Under this contract, the Firm shall be responsible for making repairs, as necessary, to public or private property damaged by their work at the Firm's sole expense. Pavement, curbs or sidewalk repairs shall be as specified by the City of Richmond VA, Department of Public Works for each separate location at which time such repairs may be required as a result of the Firm's operations under the Contract.
- N. **VCU IDENTIFICATION BADGE:** All Firm personnel authorized to work at VCU must obtain a VCU identification badge. Information on obtaining a VCU badge is available at <https://vcucard.vcu.edu/>. Firm personnel shall wear a VCU badge at all times while working on VCU and/or VCU Health property and badge costs are the Firm's responsibility. The Firm shall provide required information and email their VCU badge requests to the contract administrator: fmcontracts@vcu.edu
- P. **INSTALLATION:** All items must be assembled and set in place, ready for use. Firm is responsible for removing all crating and other debris from the premises on a daily basis.
- Q. **MAINTENANCE MANUALS:** The Firm shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- R. **PREVENTIVE MAINTENANCE:** The Firm shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- S. **FINAL INSPECTION:** At the conclusion of the work, the Firm shall demonstrate to VCU that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Firm at the Firm's sole expense prior to final acceptance of the work.
- T. **FIRM'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Firm or by any subcontractor subject to any chattel mortgage or under a conditional sales or other contract by which an interest is retained by the seller. The Firm warrants that he has clear title to all materials and supplies for which he invoices for payment.

- U. AS-BUILT DRAWINGS:** The Firm shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Firm shall also provide the Commonwealth with maintenance manuals, and parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists, and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- V. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Should firm provide time and material work for repairs, the Firm shall furnish VCU with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Firm's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at the Firm's actual invoice costs (Firm shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If VCU determines that the estimated price is not fair and reasonable, VCU has the right to ask the Firm to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, VCU reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Firm, as the authority to proceed with the work, which will incorporate the Firm's estimate and the terms and conditions of the contract. The Firm and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
- W. INSPECTION OF JOB SITE:** Offeror's signature on its proposal constitutes certification that it has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, resulting from Offeror's failure to inspect the job site, will not be considered by the Commonwealth.
- X. RESEARCH AREA TRAINING:** If firms perform work in certain research areas, they may have to take training for that area to ensure the integrity of the research is not compromised. VCU will advise if training is required for the area where the work will take place. If training is required, the technicians required to take the training will be compensated at the standard time hourly rate provided.



VCU

RFP Open Enrollment Appendix I Offeror Response Form

Skilled Trade Services Round 4

RFP #: 207061168TH

1. General Information

- A. Firm Name: South River Capital, LLC (d.b.a. Terra Forma Landscaping, Miller Irrigation)
- B. Street Address: 5803 Staples Mill Road
- D. City: Richmond
- E. State: Va
- F. Zip Code: 23228
- G. Phone Number: 804-748-3978
- H. Email Address: rilee@terraformarva.com
- I. Brief history of the Firm:

Richmond's premier residential landscaping maintenance, installation, design and hardscaping provider since the early 2000s.

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

Reference Name: Children's Dentistry of Virginia

Contact: Diane Tibbs

Address: 2160 John Rolfe Parkway

Phone #: 804-741-1400

E-mail address: smiles4vakids@gmail.com

Description and date(s) and services provided: Weekly maintenance and season installations at (2) local pediatric dentistry clinics

- K. List the Disciplines from the RFP, Section V, that you are submitting a proposal and pricing for. The discipline must be listed in the RFP. Pricing will be submitted in Appendix II. Should the discipline require a Contractor's License through the Department of Occupational Regulation (DPOR), you must hold a Class A Contractor's License for that discipline to apply for it.

Irrigation – provide, install, repair, maintenance and inspection

Landscaping services

- L. Experience

Provide a capabilities statement for all disciplines you are applying for. You may attach additional pages.

We have close to 500 regular landscaping maintenance customers and 1,500 irrigation service customers. Collectively, all our businesses have been in operation for over 20 years.

M. Response Hours

Provide the days and hours your firm is willing to respond. If you are providing emergency hours, provide contact information to include phone number and/or email.

Each client has a dedication account manager that can be directly called, texted, emailed or communicated with through our client portal 24 hours a day, 7 days a week. Our team in "on the clock" from 7:30-5:00 M-F, and on weekends and later hours seasonally as needed.

- ☒ The contractor will respond to emergency requests no later than 4 hours and non-emergency requests no later than 24 hours.
- ☒ The firm will check in with the VCU Control Center 804-828-9444 or with the specified contact as instructed by VCU upon arrival at Campus and check out when leaving VCU.

N. Department of Occupational Regulation Class A License Information (If applicable).

- ☐ Not Applicable
- ☒ Contractor's Class A License Number(s) 2705189105
License Classification (CBC, RBC, HVAC, etc.) CBC, ISC

O. Other Licensing that is required per your discipline selection

- ☒ Firm agrees to maintain all applicable and required licensing. Firm will notify VCU of licensing issues.

P. Provide warranty information.

We provide a warranty on all new planting installations of up to 5 years

2. eVirginia (eVA) Registration Status

- A. Is Firm currently [eVA](#) registered and active: ☒ Yes ☐ No

3. Small Business and Supplier Diversity (SBSD) Certified Businesses:

- A. Virginia [SBSD](#) Certified: ☐ Yes ☒ No
- B. Virginia [SBSD](#) Certification # (if applicable):

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

B. Purchase Orders

- ☒ The Firm 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.
- ☒ The Firm will provide a detailed statement of work prior to any project summarizing specific services, deliverables, delivery dates, and cost. The Firm will do so without introducing additional terms or conditions and will not require VCU to sign any separate agreements.

C. Invoicing

- ☒ The Firm agrees to invoice in accordance with the procedures outlined in the VCU Purchase Order and instructions provided by VCU.

D. Payment Method (Select one option)

NOTE 1: See <https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/> for more information. Read FAQ before selecting payment method.

NOTE 2: 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)
- ☒ ACH - Paymode-X Basic (Net 35). If selecting this option, we encourage you to offer an EPD (see below)
- ☐ Virtual Card (Net 20)
- ☐ Paper Check (Net 35). If selecting this option, we encourage you to offer an EPD (see below)

E. Early Payment Discount (EPD): (Select one option)

- ☐ 2.0% Net 15/Net 35
- ☐ 1.5% Net 20/Net 35
- ☐ 0.5% Net 25/Net 35
- ☒ N/A - Net 35

F. Contractual Terms:

- ☒ The Firm agrees to the General Contractual Provisions as noted in Attachment A to the Master Agreement.
- ☒ The Firm agrees to the Specific Contractual Provisions shown as Attachment B to the Master Agreement.

G. Fees/Pricing:

- ☒ Firm agrees to submit pricing by completing Appendix II. The fee structure includes rates charged for all personnel classifications or services that may be provided to VCU. Pricing will mainly be time and material or unit pricing; however, lump sum pricing may be requested at VCU's discretion.
- ☒ Firm acknowledges labor rates must be fully burdened and inclusive of travel, overhead, profit and incidentals unless otherwise negotiated by the firm and the institution accessing the contract.

VCU reserves the right to engage in further negotiations.

5. Proprietary or Confidential Information:

- A. The Firm's proposal contains proprietary or confidential information.: ☐ Yes ☒ No
- B. If Firm answered "Yes" above, provide additional details; note pricing cannot be proprietary.

Note: See RFP section "Confidential / Proprietary Data and Information" for more information. Pricing cannot be confidential.

6. Acceptance

This document may be incorporated into the "Master Agreement" between your Firm and the VCU. The agreement between your Firm and VCU may include statements of work, a data protection addendum, or other similar documents as necessary.

Firm Name: Terra Forma Landscaping

Authorized Officer/Signatory: Rilee C. Harman

Title: Owner, Registered Agent

Authorized Officer/Signatory Email Address: rilee@terraformarva.com

Date: 8/7/2026

☒ **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 Master Agreement.**

RFP 207061168TH SKILLED TRADES ROUND 4 APPENDIX II - PRICE SCHEDULE**Time and Materials**

<i>Job Classification</i>		Regular Hourly Rate (7:30am to 4:00pm)	Overtime Hourly Rate (After 4:00pm / Weekends / Holidays)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

This price schedule **shall** include fully burdened Labor Rates including, but not be limited to the following: wages, overhead, administrative costs, travel, incidentals, and profit.

Materials are to be provided at cost or list minus discount. You must provide the list price on a regular basis.

List minus _____% will be applied to material and equipment.

Unit Pricing

<i>Item or Service</i>		Unit of Measure Included	Cost
1	Landscaping Maintenance Labor	Hours	\$70.00
2	Dyed Brown Mulch	Cubic Yard	\$50.60
3	Mulch Installation Labor	Hours	\$65.00
4	Aeration and Seeding Labor	Hours	\$65.00
5			