

## **MASTER SERVICES AGREEMENT**

### **AGREEMENT #: VCU-SVS-5367**

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

### **RECITALS**

WHEREAS, Contractor provides various executive coaching services; and

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

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

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

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

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

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

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

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

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

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

6. **FEE.** VCU shall pay Contractor a fee in accordance with Appendix II as agreed between the Parties. Unless set forth otherwise in Appendix II, all invoices shall be paid net 30 days following

receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with § 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*.

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

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

9. WORK MADE FOR HIRE. VCU is engaging the services of Contractor to provide Services as described herein for or on behalf of VCU. Contractor recognizes and agrees that all work and products that Contractor creates or develops within the scope of this MSA will be Work Made for Hire that belongs to VCU and will remain the property of VCU, with the exception of existing Contractor intellectual property that may be included in the Services. In the event existing Contractor intellectual property that was developed prior to or independent of the Services with VCU is included in the Services, Contractor will provide advance written notification to VCU and all rights, title and interest in such content will remain the sole and exclusive property of Contractor.

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. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.

20. **ADDITIONAL USERS OF CONTRACT:** 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 Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor'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 Contractor 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 Contractor. 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

Contractor 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.

21. 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.

22. 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:**

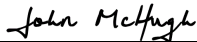
The Frontier Project LLC  
Attention: Ned Wheeler  
313-A N. 24th St.  
Richmond, VA 23223  
804-612-9786  
ned@thisisfrontier.com

**VCU:**

Virginia Commonwealth University  
Procurement Services  
912 W. Grace Street, 5<sup>th</sup> 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**


DocuSigned by:  
By:   
EE6DA7427C67468...

Printed Name: John McHugh

Title: Director, Procurement Services

Date: 9/9/2024

**The Frontier Project LLC**

By: 

Printed Name: Edward (Ned) Wheeler

Title: CFO

Date: September 5, 2024



# VCU Procurement Services

## APPENDIX II

### OFFEROR RESPONSE FORM

RFP 175357155CK – EXECUTIVE COACHING SERVICES

#### 1. General Information

- A. Contractor Name: The Frontier Project, LLC
- B. Street Address: 313-A N. 24th St.
- D. City: Richmond
- E. State: VA
- F. Zip Code: 23223
- G. Phone Number: 5406234292
- H. Email Address: ned@thisisfrontier.com
- I. Brief history of the firm:

Frontier was founded in 2007. We are a creative consultancy that loves to solve human-centered challenges and spark new ideas across industries. One particular point of pride for our company is that we place a high value on establishing partnerships (vs. vendor relationships) with our clients. We've been privileged to establish exactly that type of relationship with VCU Massey Comprehensive Cancer Center over the year since supporting with the Administrative Team offsite last summer.

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

Reference Name: Capital One

Contact: Molly Cherry, HR Business Partner

Address: 15010 Capital One Dr, Richmond, VA 23238 Phone #: [Click or tap here to enter text.](#)

E-mail address: [molly.cherry@capitalone.com](mailto:molly.cherry@capitalone.com)

Description and date(s) and services provided: Ongoing partnership to deliver leadership development and other bespoke learning and development solutions.

- K. Experience

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

Additional pages attached.

- L. Other

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

[Click or tap here to enter text.](#)

**2. eVirginia (eVA) Registration Status**

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



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

- A. Small:  Yes  No
- B. Minority-Owned:  Yes  No
- B. Women-Owned:  Yes  No
- D. Virginia DSBSD Certified:  Yes  No

G. Virginia DSBSD Certification #: Frontier is in the process of SWaM recertification following ownership changes, but remains majority female-owned. Frontier’s previous certification number was 686638 and we expect certification soon with either this existing number or a new number. We will be happy to provide that certification number upon finalization of recertification.

**4. Conditions of Award**

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

A. RealSource Registration

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

B. Detailed Scope of Work

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

C. Purchase Orders

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

D. Invoicing

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

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

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

- ACH - Paymode-X Premium (Net 20)

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

- N/A

G. Experience

1. Contractor has a least 4 years of experience.

- Yes
- No

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

- Yes
- No

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

- Yes
  - No
4. Contractor has experience providing coaching and development services in a variety of formats, including workshops, seminars, and one-on-one coaching.
- Yes
  - No
5. Contractor has experience working with virtual teams and providing virtual coaching and development services.
- Yes
  - No

H. Fees

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

Fees are generally billed as a flat fee based on expected hours per the below rate schedule:

- Project Lead / Lead Consultant \$425/hr
- Senior Consultant \$350/hr
- Consultant / Senior Design Consultant \$275/hr
- Animator \$175/hr
- Design Consultant \$150/hr

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

**5. Proprietary or Confidential Information:**

- A. The Contractor's proposal contains proprietary or confidential information.:  Yes  No
- B. If Contractor answered "Yes" above, provide additional details.

Re: 360 project: Any Frontier provided content included in the Working Session in its entirety, including but not limited to a syllabus, hard materials and/or PowerPoint presentation, is the Intellectual Property of Frontier. All rights, title and interest in such content will remain the sole and exclusive property of Frontier. Please note this does not include the output of the 360-reviews or the recommendations provided by Frontier which are the Intellection Property of the Client. Re: Other Projects: In the event content that is existing Frontier Intellectual Property is included in the Services, Frontier will provide advance written notification. All rights, title and interest in such content will remain the sole and exclusive property of Frontier.

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: The Frontier Project LLC

Authorized Officer/Signatory: Ned Wheeler

Title: CFO, The Frontier Project LLC

Authorized Officer/Signatory Email Address: ned@thisisfrontier.com

Date: 8/26/2024

- 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.**



## Statement of Work

This Statement of Work ("**Statement of Work**" or "**SOW**") is entered into as of the last date signed below (**the "Effective Date"**) between Virginia Commonwealth University ("**Client**"), located at 401 N College Street, Richmond, VA 23298, and The Frontier Project, LLC, ("**Frontier**"), located at 313-A N. 24<sup>th</sup> Street, Richmond, Virginia 23223, USA (the Client and Frontier individually referred to herein as a "**Party**" and together as the "**Parties**").

This SOW is governed by the Terms and Conditions per Master Services Agreement # VCU-SVS-5367.

### 1. SERVICES TO BE PERFORMED

1.1. Frontier will help Client's Massey Comprehensive Cancer Center better understand existing MCCC cultural issues (the "Services").

1.1.1. Frontier will collaborate with MCCC leadership to design 360-reviews for up to seventy (70) employees. The 360 reviews will be survey-based, and it is intended that each employee to be reviewed by up to eight (8) other employees. Frontier will also support Client leaders' communication efforts about the 360-reviews throughout the process.

1.1.2. Following the 360 reviews, Frontier will synthesize the learnings into a .pdf report expected to be delivered before the end of Q4 2024. In addition, Frontier will facilitate a 1-day working session with key Client stakeholders at Frontier's Richmond location to discuss the state of the culture and recommendations to help enable improved employee performance (the "Working Session"). The Working Session will be facilitated by up to two (2) Frontier Consultants and take place on a date and time to be mutually agreed upon and expected in Q4 2024 or Q1 2025.

---

### 2. FEES & EXPENSES

## 2.1. Fee

2.1.1. The fee for the services listed in 1.1 above is \$34,900.00 (the "Fee").

2.1.2. Client will also be responsible for all reasonable costs and expenses incurred by Frontier in connection with the services, which may include, but are not limited to, travel and lodging, meals, hard materials, production costs, and vendor costs associated with the technology/software platform used for the 360-reviews, etc. (the "Expenses") at a not-to-exceed cost of \$10,000. Any additional expenses will be subject to prior approval by Client and Frontier. Frontier may advance the Expenses on the Client's behalf.

2.1.3. The Fee and the Expenses will be invoiced to Client at VCU.Invoices@trustflowds.com via email in two (2) installments and shall be due and payable by Client within 30 days of the receipt of the invoice. Installment 1 for \$15,000.00 and Expenses will be invoiced on September 30, 2024. Installment 2 for the remaining \$19,900.00 and Expenses will be invoiced upon completion of the services or March 31, 2025 (whichever comes first). All invoices will reflect Client's purchase order number.

---

## 3. TERMINATION

### 3.1. Termination

3.1.1. This SOW may be terminated by either Party, with or without cause, by the delivery of written notice to the other Party. Upon receipt of written notification of termination (the "Termination Date"), Frontier will cease work outlined in Section 1 above. As soon as practicable after the Termination Date, Frontier will send Client an invoice for any unbilled but due installments and/or Services performed or Deliverables created since the most recent Installment and up to the Termination Date, to be billed at Frontier's

current hourly rates and not to exceed the Fee. Client will also be invoiced for any Expenses incurred and due from Client through the Termination Date.

---

#### **4. INTELLECTUAL PROPERTY**

4.1. Any Frontier provided content included in the Working Session in its entirety, including but not limited to a syllabus, hard materials and/or PowerPoint presentation, is the Intellectual Property of Frontier. All rights, title and interest in such content will remain the sole and exclusive property of Frontier. Please note this does not include the output of the 360-reviews or the recommendations provided by Frontier which are the Intellection Property of the Client.

---