

## **MASTER SERVICES AGREEMENT**

### **AGREEMENT #: VCU-SVS-5711**

This Master Services Agreement (“MSA”) is made and entered into as of the date the last authorized signature is affixed hereto by The Ferguson Group 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 grant writing services; and

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

WHEREAS, Contractor is willing to offer grant writing 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#: 169830114CK 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#: 169830114CK in its entirety, this MSA shall control.

2. **SERVICES.** Contractor shall provide to VCU grant writing 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 June 30, 2025. This MSA will renew upon mutual agreement of authorized representatives for both parties, unless otherwise terminated, under the terms and conditions for two (2) additional two (2) year periods until June 30, 2029.

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

6. **FEE.** VCU shall pay Contractor a fee in accordance with Appendix II as agreed between the Parties. Unless set forth otherwise in Appendix II, all invoices shall be paid net 30 days following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and

in accordance with § 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*.

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

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

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

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

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

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

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

Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions of or other media containing Confidential Information within seven (7) calendar days of such request. At Contractor's

option, any such documents or other media developed by Contractor containing Confidential Information may be destroyed by Contractor provided that Contractor provides VCU a written acknowledgement that all media containing Confidential Information has been destroyed by Contractor.

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

13. LIMITATION OF LIABILITY.

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

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

23. 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 Ferguson Group LLC  
Roger Gwinn  
1901 Pennsylvania Ave. NW, Suite 700  
Washington, DC 20006  
(202) 676-7049  
rgwinn@tfgnet.com

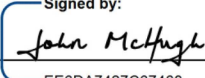
**VCU:**

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**

Name: John McHugh

Signed by:   
Signature: John McHugh  
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Title: Director, Procurement Services

Date: 1/15/2025

**The Ferguson Group LLC**

Name: W. Roger Gwinn

  
Signature: W. Roger Gwinn

Title: CEO

Date: 12/20/24

APPENDIX II

OFFEROR RESPONSE FORM

RFP 169830114CK GRANT WRITING SERVICES

**1. Firm Information**

**A. Brief history of the firm:**

Headquartered in Washington, DC, TFG specializes in providing government advocacy, consulting, and comprehensive grant services to state and local governments, special districts, and public agencies across the country, including the Commonwealth of Virginia. For more than 42 years, TFG has led the way in the federal, state, and private grant space. We offer a full-service suite of grant services, providing our clients a competitive advantage in securing highly sought-after grant dollars. Since 2015 alone, we have helped our clients win more than \$6 billion in federal grants, loans, and direct funding.

**B. Client Reference List**

Provide at least one business reference.

Reference Name Loudoun County, Virginia	Contact Megan Cox, Program Manager
Address 1 Harrison St. SE, Leesburg, VA20175	Phone #: (703) 777-0539
E-mail address megan.cox@loudoun.gov	
Description and date(s) and services provided TFG provides comprehensive grant consulting and professional grant writing services tailored to meet the County's needs, ensuring strategic pursuit and successful acquisition of funding opportunities.	

**C. 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.

Please refer to the proposal for biographies and resumes of the proposed client team.

**D. Other**

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

With over four decades of dedicated service to public agencies, TFG brings unmatched expertise in securing critical funding and driving impactful projects. Our proven track record includes extensive experience supporting Virginia communities, where we have successfully advanced key initiatives that address local priorities. Nationwide, TFG's unprecedented grant success demonstrates our ability to deliver tangible results and maximize funding opportunities for our clients.

**E. Sample Completed Grant Application. Please attach with firm's response.**

Sample Grant Application attached.

## 2. 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. Intentionally Deleted.

C. 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.

D. 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.

E. Invoicing

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

F. PAYMENT METHOD (Select one only)

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

- Virtual Card (Net 20) [Preferred Method]
- ACH - Paymode-X Premium (Net 20)
- ACH - Paymode-X Basic (Net 35) **and** Early Payment Discount (EPD)
- Paper Check (Net 30). If selecting this option, we encourage you to offer an EPD.
- Other \_\_\_\_\_

G. EARLY PAYMENT DISCOUNT (EPD) (Select one only):

Please check one of the below. If you selected Paymode Basic above, select one of the options below. If you select Other below, please add a comment (e.g., 4.0% Net 15 / Net 30, enrolled in Virtual Card Program, etc.)

- 2.0% Net 15 / Net 30
- ~~1.5% Net 20 / Net 30~~
- 0.5% Net 25 / Net 30
- Other: \_\_\_\_\_



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.

\$44,880

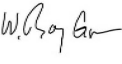
\$255/hour

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/>

3. Acceptance

Contractor Name: The Ferguson Group

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.

Authorized Officer/Signatory:	
Title:	CEO
Authorized Officer/Signatory Email Address:	rgwinn@tfgnet.com
Date:	Dec 19, 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.**

	Tier 1 (1,000/mo)	Tier 2 (\$3,000/mo)	Tier 3 (\$5,000/mo)	Tier 4 (\$8,000/mo)
Dedicated Grant Expert/Team	✓	✓	✓	✓
Monthly Grant Update Meetings	✓	✓	✓	✓
Grant Alerts & Tracking		✓	✓	✓
Weekly Grants Update	✓	✓	✓	✓
Access to TFG Grant Funding Hub	✓	✓	✓	✓
Access to TFG Grant Showcase	✓	✓	✓	✓
TFG Funding Strategy	15% discount	15% discount	✓	✓
Project Development and Readiness	Hourly	✓	✓	✓
TFG Funding Blueprint	15% discount	Up to 3 projects	Up to 5 projects	Up to 6 projects
Grant Writing	15% discount	15% discount	15% discount	Up to 3 projects*
Grant Editing and Review	Hourly	✓	✓	✓
Grant Debriefs	Hourly	✓	✓	✓
Grant Training	15% discount	15% discount	✓	✓
Grant Project Advocacy	Hourly	Hourly	✓	✓
Congressionally Directed Spending (Earmarks)	Negotiated Fee Based On Scope			
Post-Award Grant Management Services	Negotiated Fee Based On Scope			
Negotiated Indirect Cost Rate Agreements**	Negotiated Fee Based On Scope			

\*depending on program complexity

\*\*available only to Tier 3 and Tier 4 retainer clients



November 14, 2024

John McHugh  
 Director of Procurement Services  
 Virginia Commonwealth University  
 707 W. Broad Street  
 Richmond, VA 23284

Re: Letter of Agreement – Regional Innovation Engines (RIE) Grant Writing Services

Dear Mr. McHugh,

The Ferguson Group, LLC (TFG) welcomes the opportunity to provide the Virginia Commonwealth University (VCU) with grant writing services for the National Science Foundation’s Regional Innovation Engines (RIE) program’s full application. Full applications are due by 5 PM ET on February 11, 2025.

**Scope of Work**

The scope of work to complete the application includes the following application items:

Application Item	Responsible Party
1. Cover Sheet	TFG
2. Project Summary	TFG
3. Table of Contents	TFG
4. Project Description	TFG
5. References Cited	TFG
6. Budget and Budget Justification	TFG/VCU
7. Facilities, Equipment, and Other Resources	N/A
8. Senior/Key Personnel Document	
a. Biographical Sketches	VCU
b. Current and Pending (Other) Support	VCU
c. Collaborators and other Affiliations	VCU
d. Synergistic Activities	VCU
9. Special Information and Supplementary Documentation	



a. Consolidated Personnel List	VCU
b. Existing and New Resources to be Made Available for the Project	VCU
c. Region of Services Map	VCU
d. NSF Engines Development Awardee Information	VCU
e. Seeking and Obtaining Tribal Nation Approval	N/A
f. Letters of Commitment and Collaboration	VCU (TFG to provide template)
g. Data Management and Sharing Plan	VCU
h. Invitation to Submit a Full Proposal	VCU
i. Mentoring Plan (if applicable)	VCU
j. Shared Infrastructure (if applicable)	VCU
<b>10. Additional Single Copy Documents</b>	
a. Mandatory Disclosure	VCU
b. Proprietary Data Restrictions (if applicable)	VCU

*TFG’s ability to complete application items hinges on VCU’s ability to provide requested information and documentation in an agreed upon timeline.*

In addition to the items outlined above TFG will provide the following services in support of the application:

- Timeline and checklist for completion of all required documents
- Review and feedback on budget items and assistance with justification as needed
- Regular calls with VCU
- Outreach to NSF and webinar attendance as needed

VCU will be responsible for project management of assigned items as well as compilation and upload of documentation to the NSF portal.

## Terms of Agreement

TFG will commence grant-writing and proposal preparation services November 18, 2024 and will conclude upon proposal submission on February 11, 2025. TFG will be compensated through a fixed fee of \$44,880. A payment of \$22,440 will be due upon execution of the contract and a final payment of \$22,440 will be due upon delivery of the final grant application. Should VCU elect to withdraw from applying for any reason, TFG will charge an hourly discounted cost (\$255/hour) for time already expended on the application.

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Division usually works electronically, if VCU prefers an on-site meeting, travel time and estimated expenses will be billed in addition to the scope of services outlined above.



This agreement may be terminated by either party at any time, upon written notification to the other party. Any request to terminate shall take effect immediately. In the event of termination, VCU will be responsible for the payment of any time expended or expenses incurred to the date of termination.

This agreement will be in accordance with Master Services Agreement No. VCU-SVS-5711.

ALL INVOICES WILL REFLECT THE VCU PURCHASE ORDER NUMBER AND WILL BE EMAILED TO [VCU.INVOICES@TRUSTFLOWDS.COM](mailto:VCU.INVOICES@TRUSTFLOWDS.COM) OR MAILED TO ACCOUNTS PAYABLE, BOX 3985, SCRANTON, PA 18505.