

MASTER AGREEMENT

#: VCU-SVS-6367

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 Visions Consulting Group LLC, a Virginia Corporation, with offices located at PO Box 6504, Virginia Beach, VA 23456, ("Visions Consulting Group LLC" 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 Grant Writing Services (the "Services"), RFP # 201584522CK issued May 27, 2025 (the RFP); and

WHEREAS, Firm submitted its proposal dated June 23, 2025, (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: RFP# 201584522CK issued May 27, 2025, in its entirety (incorporated herein by reference);
- D. ATTACHMENT D: Firm's RFP Proposal, dated June 23, 2025, by reference
- E. ATTACHMENT E: Firm's Open Enrollment Response

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

II. TERM and RENEWAL OF CONTRACT: This contract commences on the Effective Date and ends on June 30, 2027. This MSA will renew upon mutual agreement of authorized representatives for both parties, unless otherwise terminated, under the terms and conditions for one (1) additional two (2) year period until June 30, 2029.

III. SERVICES/GOODS AND RESPONSIBILITIES: Firm shall provide the following Services: Grant Writing Services

IV. 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.

V. PAYMENT METHOD AND PAYMENT TERMS:

- A. VCU shall pay Firm within the net days specified below 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. Specific Terms:
 - 1. Payment Method: ACH - Paymode-X Basic (Net 35)
 - 2. Payment Terms: 1.5% Net 20/Net 30
- E. 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.

VI. INVOICING: All invoices will reflect the VCU Purchase Order number and will be emailed to VCU.Invoices@trustflowds.com or mailed to Accounts Payable, Box 3985, Scranton, PA 18505. For additional information regarding proper invoicing practices follow the link below:

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

VII. 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:

Christina Tate
CEO & Founder
Visions Consulting Group LLC
PO Box 6504
Virginia Beach, VA 23456
visionsconsultinggroup@gmail.com

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

VIII. 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 SBSD 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 SBSD 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

Signed by:

By: John McHugh
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Name: John McHugh
Title: Director, Procurement Services
Date: 12/8/2025

Visions Consulting Group LLC

By: Christina A. Tate
Name: Christina A. Tate
Title: CEO & Founder
Date: September 3, 2025