

Office of General Counsel Use Only

Approved for signature: ☐ Procurement Services ☐ Division of Administration

☐ Other _____

Employee/Independent Contractor Determination Checklist needed? ☐ Yes

☐ No _____

Signature

Date

**AGREEMENT FOR SERVICES
BETWEEN
THE UNIVERSITY OF WYOMING
AND
The Implementation Group**

1. Parties. This Agreement is made and entered into by and between the University of Wyoming (hereinafter "University") and The Implementation Group, a corporation, (hereinafter "Contractor"), whose address is 800 Maine Ave, Southwest, Suite 800, Washington, DC 20024.

2. Purpose. The University, in the exercise of its lawful duties, has determined that the services of Contractor are necessary to the performance of its duties as the State of Wyoming's educational institution. The University has concluded that either its personnel are not available to perform said function, or it would not be feasible to utilize its personnel to perform said function.

3. Term. This Agreement shall commence upon December 21, 2023 and shall remain in full force and effect until December 20, 2026

4. Termination. The University can terminate this Agreement without cause, upon ten (10) days prior written notice. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by the University, except in the case of a material breach by Contractor, the University shall pay all costs accrued by the Contractor as of the date of termination. In the event of termination, all work product prepared by the Contractor shall be immediately surrendered to the University.

5. Payment. The University of Wyoming agrees to pay \$175,000 per year (\$14,583.33 per month) and reviewer fees for small to medium scale proposals typically range from \$500.00 - \$750.00 per review; fees for Center scale application start at \$1000.00 for the services described in Exhibit A. The total payment under this Agreement shall not exceed \$570,000. Payment shall be made monthly upon invoice. Payment shall be made from the 10-200-085001-70001-200-budget/account.

6. Reporting. Contractor shall report to and keep Shawna McBride informed of the progress of his/her work on a biweekly basis.

7. Services. Contractor will perform the services described in the attached Exhibit A, which is incorporated herein.

8. General Provisions

- A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
- C. Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- D. Availability of Funds.** Payment by the University is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the Agreement may be terminated by the University at the end of the period for which the funds are available. The University shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the University to terminate this Agreement to acquire similar services from another party.
- E. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- F. Governmental Claims.** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- G. Indemnification.** Contractor agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from the services performed under this Agreement or related to this Agreement.
- H. Independent Contractor.** Contractor is acting as an independent contractor. This Agreement does not commit the University to the traditional role of employer. The University is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Contractor.
- I. Insurance.** Contractor shall carry liability insurance including property damage and bodily injury with minimum limits of not less than \$1,000,000 occurrence and \$3,000,000 aggregate. If Contractor will use automobiles in performance of the Agreement, Contractor must carry automobile liability insurance covering all owned, non-owned and hired autos with minimum limits of \$500,000 combined single limit. Contractor must carry any workers' compensation coverage and employer's stop gap liability coverage required by law. Insurance shall be placed with insurers licensed to do business in Wyoming. Policies other than workers' compensation and employer's liability must name the University, its trustees, officers, and employees as additional insureds. Certificates must be on file with University Risk Management prior to any work and must be kept current throughout the term of the Agreement.
- J. Interpretation.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- K. Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To University:
Shawna McBride
University of Wyoming
1000 E. University Ave, Dept 3355
Laramie, WY 82071

To Contractor:
Andrea Boldon
800 Maine Ave SW
Suite 800
Washington, DC 20024

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

Office of the General Counsel
Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000

- L. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Office of General Counsel.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- N. Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- O. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

P. Legal Authority. Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.

9. Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

APPROVED BY:

University of Wyoming

DocuSigned by:

D861820EF79C423
Signature 12/22/2023
Date

Parag Chitnis
Name

Vice President of Research and Econ Dev
Title

Contractor


Signature 1/3/2024
Date

Kelvin Chu
Name

President and COO
Title

kchu@tigdc.com
Email Address

EXHIBIT A



Statement of Work for Consulting Services for

University of Wyoming

prepared by:

The Implementation Group
Andrea Boldon

Updated: December 19, 2023

Purpose: The Implementation Group (TIG), a research development and evaluation firm, proposes to provide broad-based technical assistance to the University of Wyoming (UW). UW aims to increase its competitiveness for federal and private sector awards as well increase its participation in all EPSCoR/IDeA programs. This statement of work is designed to help UW achieve both objectives.

Background: TIG specializes in capture management, team science, proposal development, color teaming, and strategic assessment and evaluation. Founded in 1994, TIG assists educational institutions, coalitions, national labs, industry, and nonprofit organizations to increase competitiveness for federal and private sector contracts and grants. Our expertise lies in matching client strengths and priorities with funding opportunities, teaming with clients to prepare competitive proposals, and successfully implementing projects. A direct result of this work is increased research capacity and competitiveness.

Statement of Work. Primary tasks to be supported include: (1) large-scale proposal support; (2) proposal development for medium- and small-scale proposals; (3) junior faculty CAREER grant development; (4) Engineering Research Center preliminary proposal development; and (5) limited submission review competition support. TIG will work at the direction of UW: Eligible proposal development work may include submissions to any agency or program (EPSCoR/IDeA included) approved by the Vice President for Research and Economic Development, the Director of the Wyoming EPSCoR/IDeA office, or their designated representative.

Task 1: Large-Scale Proposal Support

Major Task to be Supported: TIG proposes to work with faculty teams to develop Center-scale proposals (defined as >\$15M). A maximum of two Center-scale proposals to be supported annually.

Approach: TIG proposes to provide capture and/or proposal management services in support of large-scale proposal submissions, inclusive of NSF ENGINES Type 2.

- Meet with senior leadership to establish a meeting schedule and communication protocols.
- Provide a solicitation analysis and dissection as well as post-factum review (previous submission).
- Support preliminary SWOT of the offering.
- Provide technical assistance to writing team. Specific activities may include: (a) set up compliance table and/or writing template; (b) advise on non-technical components, including management, diversity, equity, inclusion, and accessibility and workforce development; (c) work with team to develop a compelling, sharply-focused, and integrated proposal with high intellectual merit and broader impacts; and (d) provide direct, constructive feedback to strengthen draft proposal.
- Support color teaming. Assemble expert panel, ranging in size from 3-6 reviewers, to critically evaluate the application at different stages of development.
- Edit project narrative for “one-voice,” solicitation compliance, style, persuasion as well as integration, and providing formatting and graphic design assistance.
- Complete a final read/review/proof, with a focus on ensuring the penultimate proposal is prepared in “compliance” with solicitation requirement.

Task 2: Proposal Development for Medium- and Small-Scale Proposals

Major Task to be Supported: TIG proposes to provide individual investigators and/or faculty research teams with proposal development assistance.

Approach: TIG proposes to provide proposal development services to UW faculty. This work may include:

- Meet with PIs to: (a) ascertain needs, (b) clarify needs and delivery plan and (c) establish processes for communicating and working together.
- Conduct a detailed read and critical examination of multiple proposal drafts and other relevant documents. Internal reviews will focus on: (a) ensuring project goals are clear, (b) identifying pain points and weaknesses (particularly as related to compliance to the solicitation), (c) assessing win themes, distinguishers and value add, and (d) formulating key questions to refine the offering. Feedback will be returned to the PI in the form of a ticker list, narrative review, and/or annotated proposal.
- Support pre-submission technical reviews. Technical experts will provide a candid, direct, “no holds barred” critique as well as specific recommendations to improve competitiveness of the offering. Feedback will be provided directly to the PI and used to strengthen the draft.
- Review subsequent drafts for overall responsiveness to external/internal reviews (TIG/disciplinary reviewers). Likewise, TIG will edit the project narrative for “one-voice,” FOA compliance, style, persuasion as well as project integration. TIG also will provide formatting and graphics assistance as needed.

- Complete a final read/review, with a focus on ensuring the final proposal is prepared in “compliance” with the solicitation requirements.
- Complete a post-factum analysis of declined submissions as well as develop a plan for resubmission.

Task 3: Junior Faculty CAREER Grant Development

Major Task to be Supported: TIG proposes to provide technical assistance and support to early career faculty applying for targeted opportunities at the Departments of Agriculture (USDA), Defense (DOD), and Energy (DOE), the National Institutes of Health (NIH), the National Aeronautics and Space Administration (NASA), and/or the National Science Foundation (NSF).

Approach: TIG proposes to support a virtual seminar, 1:1 meetings with PIs, and intensive proposal development and review.

- Support a virtual seminar. The seminar will be designed to enable early career faculty to learn how to read and interpret agency guidance, gain insight into how to write a competitive proposal, and hear about best practices and strategies for success. Expected topics to be covered include:
 - CAREER Overview and Expectations
 - Merit Review Strategies
 - CAREER Proposal Structure and Components
 - CAREER Strategies
- Meet 1:1 with faculty to review/vet concept papers. The goal of this activity is to discuss the proposal development strategy and refine the project summary, such that it is suitable to share with agency program managers.
- Provide proposal development assistance. Similar to Task 2, activities to be supported may include:
 - Conduct post-factum review and analysis of declined proposals.
 - Provide recommendations for re-scoping and re-submission.
 - Assist with agency liaison. Work with the PI to: (a) establish a relationship with the agency program officer, (b) develop and vet questions about the project and review process as well as (c) understand “fit” of project vis-à-vis programmatic priorities.
 - Dissect the solicitation. Create a proposal outline that tracks the RFP.
 - Work with PI to flesh out research question, hypothesis, experimental plan, outcomes, management, evaluation and budget. This work also entails articulating significance, impacts and project innovation.
 - Help facilitate the proposal writing process and integration of proposal sections.
 - Conduct internal proposal reviews (IPRs).

- Secure disciplinary experts to provide a pre-submission external review.
- Provide critical feedback (strengths, weaknesses, opportunities, and threats) and analysis of each proposal section, delivering high-level recommendations and action items to improve overall competitiveness of the draft.
- Assist PI to respond to internal and external feedback.
- Provide assistance in authoring the final proposal. Initiate "one voice" proposal editing for RFP compliance, style, persuasion as well as project integration. Graphic design and formatting services are available.
- Complete final compliance check to ensure full alignment with solicitation requirements.
- Conduct final proof, correcting all errors in spelling, punctuation, format, and grammar. Improve sentence construction, organization of ideas, clarity of thoughts, and conciseness of words.

Task 4: Engineering Research Center Preliminary Proposal Development

Major Task to be Supported: TIG proposes to provide advice and direct technical assistance to UW in developing a Gen-4 Engineering Research Center preliminary application.

Approach: TIG will work with University leadership and selected Gen-4 ERC team(s) to submit both a letter of intent and preliminary application. TIG principals and consultants will serve as advisors and members of the proposal development team. Eight broad tasks, divided into three major phases, are supported.

Phase 1: Project Formation

Task 1: Meet with leadership, administrators, and key faculty to define the scope of the Gen-4 ERC. Early activities will include review of planning materials, discussions with interested faculty, and advisement on ERC Gen-4 best practices.

Phase 2: Project Ideation

Task 2: Meet with team leadership and administrators to define the scope of the ERC preliminary projects. Early activities will include: (a) post factum analysis of previous Gen-4 submissions NSF 22-580, if applicable; (b) reviewing teaming/partnerships; (c) working with teams to identify societal impact, mission and vision; and (d) analyzing guidelines and providing a checklist of required solicitation elements.

Task 3: Work in partnership with the identified PI(s) and respective team to prepare a (preliminary proposal) writing template, consisting of Mission and Vision statements, a 3-plane diagram, and outline for the 10-page narrative.

Phase 3: Proposal Development

Task 4: Meet with the respective PIs and advise on visioning, strategy development, teaming/membership, and organizational development. TIG will support the team to clearly articulate responses to several questions:

- What are the compelling new ideas and what is the potential for high societal impact?
- What is the engineered system? Is it high-risk but high payoff?
- How do the proposed center's research benchmarks against the state of the art?
- Why is an ERC necessary to tackle the idea?
- What is the proposed management structure for the ERC? How will the ERC's infrastructure integrate and implement the four foundational components and foster the desired team formation?
- What are the proposed strategies for engaging and developing the appropriate stakeholder community?
- Does the proposed ERC create an inclusive environment where all the ERC participants learn to work on a team towards a common goal?

Task 5: Review multiple drafts of the ERC preliminary proposal draft, provide critical feedback and direct edits that support the development of a compelling and sharply focused scientific research proposal that integrates the ERC program elements, and other designated elements with the targeted research areas.

Task 6: Support color teaming/pre-submission disciplinary reviews. TIG will direct, manage, and facilitate a Pink Team and Red Team Review for the application. Specific activities will include: (a) design a charge; (b) identify a panel of experts to review the drafts and provide critical feedback; (c) facilitate a detailed strengths, weaknesses, opportunities, and threats assessment; (d) provide report based on the "color team" findings, inclusive of key action items and a full compliance matrix; (e) debrief the team (i.e., discuss reviewer comments, areas of improvement, and suggested revisions with team); (f) support team in responding to feedback.

Task 7: Provide proposal augmentation support. TIG will review at least two further versions of the preliminary proposal with external reviewers as appropriate. As part of this process, TIG will provide a deep edit to assure a sharply focused, well integrated application with high intellectual merit and broad impacts.

Task 8: Complete a final read of the penultimate preliminary proposal and compliance review.

Task 5: Limited Submission Review Competitions

Major Task to be Supported: TIG proposes to review concept papers and mini proposals being internally competed for limited submission opportunities. Specifically, TIG will: (a) assist with special competition reviews, such as those necessary to down-select applications to programs that limit the number of proposals per organization, and (b) support proposal development and review for "advanced" applications.

Approach: TIG proposes to: (1) meet with University leadership to review needs and expectations, including mapping out timeline(s), establishing parameters for the review, and

finalizing key deliverables; (2) catalogue the applications; (3) develop an evaluation rubric; (4) assemble a disciplinary/ programmatic panel to critique the applications, (5) review each proposal; (6) analyze the reviews and rankings; and (7) provide a panel summary with findings and recommendations, a rank-ordered excel spreadsheet and reviews. Applications that are advanced are subject to treatment outlined in Task 2.

Staffing: Strategic consultation and pre-submission technical reviews will be completed by TIG personnel and its network of Senior Advisors and disciplinary consultants. Senior Advisors and disciplinary consultants include those with direct knowledge and experience of agency sponsor, its review protocols, and/or specialty requirements. All advisors, consultants and experts for large-scale proposal development will be screened for conflicts of interest.

Terms of Agreement: A three-year agreement is proposed, effective December 21, 2023, and continuing in effect until December 20, 2026, or until terminated by the University or TIG with or without cause by written notice given to and received by the other at least thirty (30) days prior to the proposed date of termination.

Cost: In consideration of the performance of the services specified above, TIG proposes an annual retainer of \$175,000.00. A fee of \$14,583.33 will be assessed monthly during the term of this agreement. In addition, the University of Wyoming agrees to reimburse TIG for all external reviewer fees. Reviewer fees for small to medium scale proposals typically range from \$500.00 - \$750.00 per review; fees for Center scale application start at \$1000.00.

Questions: Questions about this report may be directed to Andrea Boldon at 202-639-0671. TIG thanks the University of Wyoming for its consideration.