

March 19, 2021 (revised)



Open to interested organizations

Dear Potential Partner:

**Reference:** Request for Proposal

On behalf of Norwich University Applied Research Institutes (NUARI), we invite you to submit a proposal to perform exercise and relationship management services as outlined below, either onsite at NUARI, virtually, or at Contractor's facility.

You (Contractor) shall provide exercise and relationship management services support as directed by NUARI Technical Points of Contact (TPOCs) to include:

- Prospecting organizations that can participate in NUARI's designated federal contracts
- Communicate expectations in conjunction with NUARI to the organizations from whom you receive a commitment to an exercise
- Support the organization and coordination procedures and meetings for developing an exercise
- Provide structured feedback to NUARI exercise leads on overall process and feedback
- Enforce MSEL and action items due-outs and deadlines
- Other tasks as assigned by NUARI TPOCs.

Please provide your labor category(ies) and rate(s) to perform these tasks. It is anticipated labor hours will not exceed 60 hours total per exercise. Please also acknowledge your availability for the estimated hours. We request that you offer a brief one-page outline of your experience (or provide a link to a website displaying experience), or submit a resume with your response.

We have included general instructions below to assist you in the preparation of your response. Should you have any questions, please contact the following individual: John Kunelius, 802-485-2937, [jkunelius@norwich.edu](mailto:jkunelius@norwich.edu).

Sincerely,

John Kunelius  
Technical POC

**Proprietary**

## **General Instructions**

### **1. Due Date**

This RFP will remain open, and close approximately six (6) months prior to the completion of the associated contracts (March 1, 2022 for Energy Sector; and March 1, 2023 for Transportation Sector). Please deliver your proposal; To: [tpearson@norwich.edu](mailto:tpearson@norwich.edu), CC: [jkuneliu@norwich.edu](mailto:jkuneliu@norwich.edu).

An authorized official of your company must sign the original.

### **2. Contract Type**

NUARI will award a services agreement and work order resulting from this solicitation. NUARI reserves the right to use other contract types as may be determined to be in the best interest of NUARI and the customer.

### **3. Validity Period**

Your response must specifically identify your proposal's validity period as ninety (90) days.

### **4. Period of Performance**

The period of performance is anticipated to be four to six months after receipt of order (ARO).

### **5. Evaluation**

Your response should provide information in sufficient detail to allow for a fair and complete evaluation of your capabilities, and will form the basis for any resultant agreement. NUARI reserves the right to reject any bids or offers if deemed to be in its best interest. Multiple contracts can be awarded as a result of this RFP, and one or more than one exercise can be awarded to one or more organizations.

### **6. Services Agreement**

A draft Services Agreement is attached for your review. At this time, the draft agreement is provided for reference; however, it is expected to form the basis of any resultant agreement along with any required customer flow-down clauses.

### **7. Small Business Representation**

The North American Industry Classification System (NAICS) Code for this acquisition is 541715, for which the small business size standard is 1,000 employees. NUARI is an Equal Opportunity Employer.

In your response, please include the following information:

- CAGE Code and DUNS (if available)
- Whether or not you are currently registered in the System for Award Management (SAM.gov)

- Please state as part of your offer whether you are or are not a small business concern. If you represent you are a small business concern, please indicate any of the following socioeconomic statuses that apply:
  - Small disadvantaged business concern as defined in 13 CFR 124.1002
  - A women-owned small business (WOSB) concern
  - Economically disadvantaged women-owned small business (EDWOSB) concern
  - A veteran-owned small business concern
  - A service-disabled veteran-owned small business concern
  - A HUBZone small business concern
  - A Certified 8(a) Firm
  - If offeror represents it is a small business concern, please state that your business size and socioeconomic status representation(s) are current, accurate, and complete as of the date of submission of your offer.

#### **8. Proprietary Information**

NUARI considers the information contained in this RFP and its Attachments to be Proprietary Information. NUARI will treat all information received from the respondents as Proprietary Information, if properly marked.

#### **9. Exceptions/Deviations**

Any exceptions to the RFP shall be clearly stated, giving the reason for the exception/clarification and, where applicable, the impact on price and services.

#### **10. Clarifications**

All questions or clarifications in response to this request shall be submitted in writing to the Technical POC listed in the cover letter.



Norwich University  
Applied Research Institutes

**NUARI**

**NORWICH UNIVERSITY  
APPLIED RESEARCH INSTITUTES (NUARI)  
Services Agreement**

By and Between

**NUARI  
and  
[Contractor]**

**XXX XX 2021 through XXX XX 20XX**

Norwich University Applied Research Institutes  
63 Crescent Avenue, 2<sup>nd</sup> Floor, P. O. Box 30  
Northfield, Vermont 05663  
802-485-2750

## SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is made as of the XX day XXX of, 2021 (the “Effective Date”), by and between Norwich University Applied Research Institutes, Ltd. (“NUARI”), located at 63 Crescent Avenue, 2<sup>nd</sup> Floor, Northfield, Vermont 05663, and XXX (“Contractor”), located at XXX.

### Background

NUARI is a tax-exempt organization with a mission to serve the national public interest by studying critical national issues and the development of related educational and training programs, conducting rapid research, development and deployment of needed technologies and addressing related policy, information management and technology issues to enhance a national capability for preparedness and response. Contractor possesses experience or expertise relevant to a program or project that NUARI has been engaged to deliver and NUARI desires to engage Contractor to provide the work described in this Agreement on the terms and conditions of this Agreement.

In consideration of the premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Section 1

#### SCOPE OF SERVICES

Contractor agrees to provide services from time to time for NUARI for the duration of this Agreement as described in one or more Work Orders, each of which shall be attached to and incorporated into this Agreement each time Contractor is engaged for services (the “Work”). Each Work Order shall specify Contractor personnel to perform the Work, set forth a description of the Work, the place and duration of the Work and other information as required by this Agreement in a format similar to that of the draft Work Order attached as **Attachment A**. Contractor agrees that all services shall be performed in conformance with professional standards for performing services of a similar kind. NUARI may require Contractor to observe confidentiality, security and other policies of NUARI or NUARI’s customer.

### Section 2

#### PAYMENT

2.1 Fees and Reimbursement of Expenses. NUARI shall pay and Contractor shall be entitled to receive payment for Work performed hereunder as set forth on each Work Order. Work Orders may be issued as time and material or fixed price orders. In addition, upon prior written approval, NUARI shall reimburse Contractor, as set forth on each Work Order, for actual, reasonable out-of-pocket travel, lodging, meals or other expenses incurred by Contractor in performing the Work. When authorized by the Work Order, Contractor travel shall be reimbursed in accordance with the “Federal Travel Regulations (FTR) and the “Joint Travel Regulations” (JTR), as per FAR Part 31.205-46. Travel reimbursement(s) shall be limited to rates or amounts considered reasonable, allowable and subject to the documentation requirements as defined in FAR 31.205-46. Reimbursement shall not exceed the rates and expenses allowed by Government travel regulations to a Government employee traveling under identical circumstances. In general, airfare shall be limited to the lowest standard or coach airfare available. Authorized reimbursable travel costs shall be billed at actual cost and shall exclude profit/fee.

In no event shall NUARI or the Client be obligated for a labor rate and travel cost(s) greater than those specified in the Work Order, or for non-labor costs (travel and per diem ODCs) without written approval in advance by NUARI Technical POC identified in the Work Order.

2.2 Invoicing. Contractor will submit a monthly invoice for services rendered the previous month, or as otherwise set forth on each Work Order. If the Work Order requires monthly invoices, NUARI must receive the invoice not later than the fifth working day of the month following the month during which the services were rendered. A recommended format for a time and materials invoice is enclosed as **Attachment B**. Invoices shall be faxed, sent electronically, or mailed to NUARI address listed on the cover page (Attention: Accounts Payable). NUARI agrees to pay uncontested invoices within 14 days of receipt of payment from government. Payment shall not constitute acceptance or waiver of any of NUARI's rights at law or under this Agreement. Vendor shall provide NUARI with a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification (copy attached as **Attachment C**).

Contractor will notify NUARI CPOC and TPOC (by e-mail or fax) in advance of invoicing when it reaches 75 percent of the value of each individual Work Order.

Contractor shall submit a final invoice for services provided under this Agreement no later than thirty (30) days after such services are performed and accepted in accordance with this Agreement, and shall be clearly marked "Final Invoice." NUARI has the right to withhold payment from any invoice the amount required to offset any amount withheld by the Client/Customer (if any) for any work of Contractor or any amount Contractor owes NUARI.

### Section 3

## TERM AND TERMINATION

3.1 Term and Renewal. The term of this Agreement shall be twelve (12) months, commencing on the Effective Date (the "Initial Term"). NUARI may terminate this Agreement at any time upon written notice of thirty (30) days.

3.2 Material Breach. If a party materially breaches this Agreement, it may be terminated by the other party immediately upon written notice.

3.3 Effect of Termination. In addition to the rights and obligations provided herein, within thirty (30) days of termination of this Agreement for any reason, Contractor shall deliver all Work and work in progress to NUARI and shall submit to NUARI an itemized invoice for any fees accrued under this Agreement prior to termination.

### Section 4

## CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK

4.1 Confidential Information. Contractor acknowledges that NUARI considers certain information disclosed to Contractor in the course of performing the Work to be confidential to NUARI or NUARI's customers ("Confidential Information"). Confidential Information shall include business information, personnel information, financial information, classified information, business systems, computer software and documentation, strategic plans and data that are marked or designated confidential or that by their nature Contractor should reasonably know are intended to be treated confidentially.

4.2 Nondisclosure. Contractor shall not disclose or give access to Confidential Information to any person without NUARI's prior written consent, except to Contractor's bona fide employees

as have a need to know such information in connection with the Work. Contractor will instruct each and every individual who has access to the Confidential Information to observe and perform Contractor's obligations hereunder, and Contractor shall be responsible for the actions of its personnel. Contractor shall not remove any confidentiality, copyright or other notice or legend on any materials received or accessed in connection with the Work.

4.3 Non-Use. Contractor shall use the Confidential Information only for the purposes of performing the Work.

4.4 Termination. Upon termination of this Agreement, Contractor shall return any and all materials containing Confidential Information (including any copies or reproductions thereof) in its possession or control to NUARI.

4.5 Ownership Rights. Any work product produced by Contractor pursuant to this Agreement is intended to be owned by NUARI or NUARI's customer and, if applicable, is "work for hire" within the meaning of the Copyright Act of 1976, as amended, and all such work and all copies thereof shall be the exclusive property of NUARI and/or NUARI's customer. Contractor expressly assigns to NUARI and/or, at NUARI's designation, NUARI's customer all rights, ownership and interest (including copyrights) to any inventions, works or things created jointly or singly by Contractor in the course of performing the Work. At the termination of this Agreement or upon request of NUARI, Contractor shall deliver or return all copies of work product hereunder, together with any other materials furnished by NUARI. Notwithstanding the foregoing, NUARI acknowledges that Contractor, in its performance of the Work, may use modules, components, designs, utilities, tools, concepts, models, methodologies, programs, systems, analytical frameworks, leading practices, and specifications that are not directly related to NUARI's or NUARI's Customer's Confidential Information or business ("Residual Elements") that were owned or developed by Contractor prior to, or independently from, its engagement hereunder and Contractor retains all rights thereto. To the extent that any Residual Elements are integrated into or included with the Work, Contractor hereby grants to NUARI and/or, at NUARI's designation, NUARI's customer a perpetual, worldwide, paid-up license to use, manufacture, copy, modify, distribute and sell such Residual Elements as integrated into the Work.

4.6 Works and Interests of Others. Contractor represents and warrants to NUARI that no Work developed by Contractor will infringe or violate any rights of any person or entity. Contractor will, at its expense, defend against and indemnify NUARI and NUARI's customer for all claims that the Work infringes or violates any rights of any person or entity; provided that NUARI promptly notifies Contractor in writing of such claim or action.

4.7 Injunctive Relief. Contractor acknowledges that the use or disclosure of the Confidential Information in a manner inconsistent with this Agreement will cause NUARI or NUARI's customer irreparable damage, and that NUARI shall be entitled to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

## Section 5

### **MISCELLANEOUS**

5.1 No Agency. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between NUARI and either Contractor or any employee of Contractor. NUARI shall not provide any fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of Contractor's employees or contractors.

5.2 Compliance with Laws; Governing Law. Contractor shall comply with all applicable federal, state, and local laws in the performance of this Agreement, including, without limitation, any federal acquisition regulations that are applicable to NUARI pursuant to its contract with NUARI's customer and that NUARI is required to flow down to NUARI's subcontractors. This Agreement shall be interpreted and construed in accordance with the laws of the State of Vermont, United States of America.

5.3 No Rights Acquired. Contractor acquires no intellectual property right under this Agreement except the limited right necessary to carry out the purposes of the Work.

5.4 Insurance. If required by NUARI's customer, Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this Agreement as specified in any Work Order issued. Consultant shall provide a Certificate of Insurance to NUARI certifying the requisite coverage for the period of performance.

5.5 Survival of Obligations. Notwithstanding anything to the contrary herein contained, in the event of the termination of this Agreement for any reason whatsoever, those provisions hereof which by their nature should survive, including but not limited to Sections 4 and 5, shall survive.

5.6 Waiver. The failure of any party to require the performance of any item or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

5.7 Notices. All notices required or permitted hereunder shall be given in writing addressed to the respective party as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

5.8 Assignment. This Agreement shall be binding upon the successors and assigns of the parties hereto. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by Contractor.

5.9 Entire Agreement. This Agreement is the entire agreement between the parties, to the exclusion of all prior or contemporaneous representations, understandings or agreements, and all warranties, expressed or implied, with reference to the subject matter hereof. This Agreement may not be modified or amended except by an agreement in writing between the parties hereto.

5.10 Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

5.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

5.12 Conflicting Provisions. In the event of any conflict between any provisions of this Agreement and Schedules attached hereto, then the provisions of this Agreement shall control.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date and year first above written.

**NORWICH UNIVERSITY APPLIED  
RESEARCH INSTITUTES, LTD.**

**CONTRACTOR**

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
[Name]  
[Title]