# *STATEMENT OF WORK AND GENERAL CONTRACT FOR PROPOSAL SERVICES*

This Contract for Services (this "Contract") is made effective as of (date), by and between (Your Company) of (address) (hereinafter "XYZ") and The Marx Group LLC of 2111 Jefferson Davis Hwy, Suite N303, Arlington, Virginia 22202 hereinafter ("TMG").

**1. DESCRIPTION OF SERVICES.** Beginning on (date), TMG will provide to XYZ the following services (collectively, the "Services"):

These services, along with the specifics on the rate structure for such work, shall be specifically outlined in a Task Order Addendum which shall be fully incorporated into this agreement when signed by XYZ and TMG. Tasks may include, but are not limited to:

- Pre-RFP phase
    - Research and analysis of government customer source selection/evaluation factors
    - Assessment of competitors' strengths & weaknesses
    - Assessment of Your Company's strengths & weaknesses
    - Analysis of prior procurements
    - Development of win strategies
    - Development of Government preferred solution
- RFP phase
    - Analysis of RFP and development of detailed, compliant outline
    - Assistance in development of pricing strategies (if requested)
    - Assistance in drafting proposal as needed/requested; or full drafting from inputs or interviews
    - Review and refinement of draft documents
    - Final review and publishing to include graphics and full-color production

**2. PAYMENT FOR SERVICES.** In exchange for the Services XYZ will pay TMG according to the following schedule:

For hourly rate work:

Hourly rate of $125 per hour for senior strategist/principal, $110-$125 per hour for subject matter expert, $65-$110 for senior technical writers. Graphics and publications support is included in the hourly rate. A not-to-exceed price may be negotiated for each task.

For firm fixed price work:

The price specified in the appropriate task order.

TMG will send an invoice for services to XYX at the end of each month. Payment is due within 20 days. XYZ will provide a one-time retainer of $X,000 (typically 25% of estimated price) to reserve RFP-phase work and this retainer will be applied against RFP-phase billings.

**3. TERM.** This Contract will terminate at the end of one calendar year from the effective date. The contract may be extended by mutual agreement and upon execution of another agreement in writing.

**4. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by TMG in connection with the Services will be the exclusive property of XYZ. Upon request, TMG will execute all documents necessary to confirm or perfect the exclusive ownership of XYZ to the Work Product.

**5. CONFIDENTIALITY.** TMG, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of TMG or any of its employees, agents or representatives, divulge, disclose, or communicate in any manner, any information that is proprietary to XYZ. TMG and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract for a period of five years.

Upon termination of this Contract, TMG will return to XYZ all records, notes, documentation and other items that were used, created, or controlled by TMG during the term of this Contract.

**6. WARRANTY.** TMG shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in TMG's industry, and will provide a standard of care equal to, or superior to, care used by service providers similar to TMG on similar projects.

**7. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have five days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**8. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any

prior written or oral agreements between the parties.

**9. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**10. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**11. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Virginia.

**12. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**13. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:
XYZ, Inc.

By: _____
_____

Service Provider:
The Marx Group LLC

By: _____
Donald L. Marx
Principal