

MASTER SERVICES AGREEMENT

AGREEMENT #: VCU-SVS-5439

This Master Services Agreement ("MSA") is made and entered into as of the date the last authorized signature is affixed hereto by Thorn Run Partners, 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, negligence under this MSA. Accordingly, VCU shall promptly notify Contractor of any claim or action

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:

Thorn Run Partners, LLC
Jessica Venable, PhD.
100 M Street, Suite 750
Washington, DC 20003
(240) 930-2843
jvenable@thornrun.com

VCU:

Virginia Commonwealth University
Procurement Services
912 W. Grace Street, 5th 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

DocuSigned by:

Signature: 

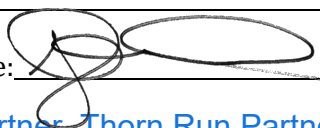
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Title: Director, Procurement Services

Date: 9/27/2024

Thorn Run Partners, LLC

Name: Jessica C. Venable

Signature: 

Title: Partner, Thorn Run Partners

Date: September 26, 2024

APPENDIX II

OFFEROR RESPONSE FORM

RFP 169830114CK – GRANT WRITING SERVICES

1. Firm Information

A. Brief history of the firm: Launched in 2010, Thorn Run Partners (TRP) is a recognized leader among the next generation of government affairs firms. TRP offers a seamlessly blended, and truly collaborative, team of policy experts, seasoned veterans of government service, and grants professionals. Rare among government relations firms for its efficient size, bipartisan composition, and multidisciplinary capabilities, TRP relies on experience, creativity, and competence to achieve remarkable gains for its clients. In an increasingly competitive funding environment, we understand that it is no longer feasible to conduct “business-as-usual” to secure the next generation of funding. Results are not achieved through reliance on a simple earmark, grant proposal, or tight network of sponsors; rather, organizations need to actively create the conditions that will facilitate their long-term success. Thorn Run Partners’ Research Enterprise Strategy Practice guides clients in developing and implementing strategic, nimble, and sustainable agendas for securing extramural funding. In this thrust area, we focus on devising and delivering both upstream solutions that position clients for competitiveness in the funding landscape, and downstream solutions to help organizations pursue targeted opportunities and win. TRP supports competitive grant seeking through: strategic planning; competitor analysis and win strategy; team science; ideation; storyboarding; coaching on agency or subject matter expertise; proposal management; developmental editing on proposal narratives; graphic design and scientific illustration; authoring selected sections of the proposal or providing technical writing; iterative review and feedback on multiple drafts; external peer review of mature drafts; and quality assurance. Please see EXHIBIT A attached for the proposed Scope of Work.

B. Client Reference List

Provide at least one business reference.

Reference Name: BioSTL	Contact: Ben Johnson
Address: 4340 Duncan Avenue, St. Louis, MO 63110	Phone #: Click or tap here to enter text.
E-mail address bjohnson@biostl.org	
Description and date(s) and services provided: Provide comprehensive proposal development services, with emphasis on large, complex grants of strategic importance. Work includes proposal management, developmental editing, graphic design, external / Red Team review, copy editing, and compliance checks.	

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.

Jessica Venable (she/her), PhD. Bringing more than 25 years’ experience in grant writing, Jessica Venable co-leads TRP’s Grants Enterprise Strategy consulting practice, which assists clients in increasing the extramural funding base needed to support programs and services, research, outreach and engagement, partnerships, and the innovation ecosystem. In this role, she delivers a unique combination of solutions-focused consulting services to help clients identify and pursue multiple pathways to sustained success in the Federal funding marketplace, including strategic planning, government relations, public relations, grants enterprise development and capacity building, partner engagement, Team Science, program design, and grant proposal development. Her client portfolio includes colleges, universities, non-profit organizations, for-profit organizations, and local governments, for whom she has

helped win more than \$650 million in competitive grant awards across the past decade. Prior to joining TRP, Jessica served as Vice President and Executive Director of the Research Universities Practice at McAllister & Quinn for nearly six years. Jess was the coordinator for research development services at Virginia Commonwealth University (VCU) from 2007 to 2016, where she provided support for high-priority government affairs, research, and grant writing initiatives. Throughout the late 1990s and early 2000s, she has also served in various science, science education, and extramural grants liaison units at NASA Langley Research Center and NASA Headquarters; and provided grants support consulting to members of the American Association of State Colleges and Universities, and the National Alliance of Science and Mathematics Coalitions. Trained in physical sciences, humanities, and social science disciplines, Jess earned her Ph.D. from VCU, an M.A. from George Washington University and her A.B. from Princeton University.

We propose to assemble and deploy a TRP Grant Strategy Team, drawn from our internal Research Development Specialists and our external corps of Grant Strategists, giving VCU access to a full complement of experts to assist and collaborate. Having served in key roles as program officers, principal investigators, and center directors, the purpose-built Grant Strategy Team will bring extensive knowledge of relevant technical subject matter, sponsor expectations, funding mechanism requirements, and project / proposal best management approaches. Jessica Venable will serve as Project / Proposal Manager, and will oversee the successful implementation of this engagement. Dr. Venable is charged with overseeing quality assurance and effective management across the entire proposal development process. She will identify and engage qualified Grant Strategy Team responsible for the delivering services in the identified thrust areas. Dr. Venable will lead the Grant Strategy Team in working with project leads and with counterparts across all partnering institutions.

Please see EXHIBIT A for additional information on the team's experience.

D. Other

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

Due to the proprietary nature of our proposal development consulting services, all work products are the property of the client. Therefore, we are unable to share a Sample Completed Grant Application as requested in Section E. below.

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 [Click or tap here to enter text.](#)

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: Not applicable

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.

\$78,518.75. See Exhibit A Scope of Work and Exhibit B Proposed Fee Structure for details.

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: Thorn Run Parters

This document will be incorporated into the Master Services Agreement (MSA) between your Firm and 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:	<u>Jessica Venable, PhD</u>
Title:	<u>Partner</u>
Authorized Officer/Signatory Email Address:	jvenable@thornrun.com
Date:	<u>26 September 2024</u>
<input checked="" type="checkbox"/> 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.	

PROPOSED STATEMENT OF WORK

IN RESPONSE TO RFP #169830114CK | VIRGINIA COMMONWEALTH UNIV

EXHIBIT A

Christopher C. Kersey, CPPB, CUPO
Category Manager - Services
Procurement Services, Virginia Commonwealth University
912 West Grace Street, 5th Floor
Richmond, VA 23284

Dear Mr. Kersey:

Thank you for your interest in engaging Thorn Run Partners (TRP) to support Virginia Commonwealth University (VCU) in preparing a competitive proposal to the National Institutes of Health Comprehensive Partnerships to Advance Cancer Health Equity (CPACHE) (U54 Clinical Trial Optional), PAR-23-308. Convergent Science Cancer Consortium Award. The CPACHE Program develops and maintains comprehensive, long-term, and mutually beneficial partnerships between institutions serving underserved health disparity populations and underrepresented students (ISUPs) and NCI-designated Cancer Centers (CCs). Applications are due to the NIH by October 09, 2024. Below, we provide our Proposed Statement of Work in response to **Request for Proposals #169830114CK**.

As outlined in the **Request for Proposals #169830114CK**, we understand that VCU is seeking to engage with an experienced, reputable, and expert grants consulting and project management firm to support the development of the above-mentioned U54 application. Priority areas for grants consulting support include: (1) Narrative development, coordination, and developmental editing; and (2) Iterative review and feedback.

PROPOSED SCOPE OF WORK

We propose to assemble and deploy a TRP Grant Strategy Team, drawn from our internal Research Development Specialists and our external corps of Grant Strategists, giving VCU access to a full complement of experts to assist and collaborate across the proposal development efforts. Having served in key roles as program officers, principal investigators, and center directors, the purpose-built Grant Strategy Team will bring extensive knowledge of relevant technical subject matter, sponsor expectations, funding mechanism requirements, and project / proposal best management approaches.

Planning and development meetings. Participate in and/or co-lead planning and development meetings with the Project Lead / Team. Meetings may include: Discovery / Project Needs Assessment meeting, Project Kickoff meeting, Production and Revision meetings (multiple), and Close-out meeting.

Concept development. Provide iterative review and feedback of the proposed concept to bring it to maturity. Provide guidance to Project Lead / Team to create a cohesive project that is responsive to the solicitation and competitively describes the proposed project's value proposition. Assist team in developing an integrated, holistic vision, mission, values, goals, objectives, outputs, outcomes, and sustainability plans. Advise on the development of critical conceptual frameworks, such as a logic model and/or graphics.

Narrative development. Author (de-novo) selected sections of the narrative on the following narrative components: Core 1: Planning & Evaluation; Core 2: Research Education; and Core 3: Outreach. Provide iterative edits drafts that the Project Lead / Team has written, with focus on ensuring clarity and aligning the narrative with the overall proposal goal, for the following narrative components: Shared Resources Core; Full Research Project 1; Full Research Project 2; and Pilot Research Project. Edit and harmonize the following components to consistency between various components as details shift: Overall; Admin Core; and other as defined. Make revisions based on client feedback.

Iterative review and feedback. Alongside narrative development, conduct a critical review of draft components. Evaluate and provide feedback on the extent to which the proposal, in current draft form may stand against potential competing proposals. Identify major problems in the proposal draft that, could if not properly addressed, result in the proposal being non-compliant or non-competitive. Prepare in-text comments on the draft narrative document (using the COMMENTS and TRACK CHANGES features of Word) to identify strengths and weaknesses and make actionable recommendations for revisions.

GRANT STRATEGY TEAM

Jessica Venable (she/her), PhD, will serve Thorn Run Partners' senior personnel for the engagement.

Background and experience. Bringing more than 25 years' experience in grant writing, Jessica Venable co-leads TRP's Grants Enterprise Strategy consulting practice, which assists clients in increasing the extramural funding base needed to support programs and services, research, outreach and engagement, partnerships, and the innovation ecosystem. In this role, she delivers a unique combination of solutions-focused consulting services to help clients identify and pursue multiple pathways to sustained success in the Federal funding marketplace, including strategic planning, government relations, public relations, grants enterprise development and capacity building, partner engagement, Team Science, program design, and grant proposal development. Her client portfolio includes colleges, universities, non-profit organizations, for-profit organizations, and local governments, for whom she has helped win more than \$650 million in competitive grant awards across the past decade. Prior to joining TRP, Dr. Venable served as Vice President and Executive Director of the Research Universities Practice at McAllister & Quinn for six years. Dr. Venable was the coordinator for research development services at Virginia Commonwealth University (VCU) from 2007 to 2016, where she provided support for high-priority government affairs, research, and grant writing initiatives. Throughout the late 1990s and early 2000s, she has also served in various science, science education, and extramural grants liaison units at NASA Langley Research Center and NASA Headquarters; and provided grants support consulting to members of the American Association of State Colleges and Universities, and the National Alliance of Science and Mathematics Coalitions. Trained in physical sciences, humanities, and social science disciplines, Dr. Venable earned her Ph.D. from VCU, an M.A. from George Washington University and her A.B. from Princeton University.

Team. We propose to assemble and deploy a TRP Grant Strategy Team, drawn from our internal Research Development Specialists and our external corps of Grant Strategists, giving VCU access to a full complement of experts to assist and collaborate. Having served in key roles as program officers, principal investigators, and center directors, the purpose-built Grant Strategy Team will bring extensive knowledge of relevant technical subject matter, sponsor expectations, funding mechanism requirements, and project / proposal best management approaches.

Oversight. Dr. Venable is charged with overseeing quality assurance and effective management across the entire proposal development process. She will identify and engage qualified Grant Strategy Team responsible for delivering on the scope of work outlined above. Dr. Venable will lead the Grant Strategy Team in working with project leads and with counterparts across all partnering institutions.

PROPOSED COST

We propose a fixed fee of **\$78,518.75** for an initial term of September 26, 2024, through October 09, 2024. Given the deadline for submission, rush rates have been applied in calculating this fee; however, TRP will only charge VCU for time and effort needed to ensure flexibility in the engagement. Thorn Run Partners will seek prior written approval before initiating any travel or incurring any additional expenses in support of this effort. See Exhibit B for a detailed description of the fee.

Thorn Run Partners will bill VCU for services rendered upon completion of the project (anticipated on October 15, 2024).

CONCLUSION

TRP is committed to meeting our clients where they are. As such, we do not offer "canned" services; rather, **each consulting project is co-designed with our clients to meet their specific needs, expectations, and funding goals.** I am happy to discuss this proposed scope of work further, as well as brainstorm on how we might adapt these services to best meet your needs and budget. Do not hesitate to contact me anytime if you have any questions or concerns.

We look forward to collaborating with you.

Sincerely,



Jessica Venable, PhD. Partner, Thorn Run Partners
Email: jvenable@thornrun.com | Phone: (240) 930-2843

PROPOSED FEE STRUCTURE

IN RESPONSE TO RFP #169830114CK | VIRGINIA COMMONWEALTH UNIV

EXHIBIT B

Prepared By	Jessica Venable, PhD, Partner at Thorn Run Partners		
For	Virginia Commonwealth University, RFP #169830114CK for Grant Writing Services		
Solicitation	NIH: Comprehensive Partnerships to Advance Cancer Health Equity (CPACHE) (U54 Clinical Trial Opt)		
Services	Narrative development		
Deadline	09-Oct-2024	Internal Deadline	07-Oct-2024
Lead Time	14 Days	Lead Time	12 Days
Rate	\$425.00 average hourly rate	Rush Fee?	YES

Tasks / Components	Description	Hours	Sub Total
Preparation		14.25	\$6,056.25
<ul style="list-style-type: none"> Review solicitation Review draft components Collect, review background docs Advise on design / narrative strategy Develop writing tools, assists 	This phase involves developing a comprehensive understanding of the solicitation requirements and how the proposed project aligns with the funder's priorities. It includes reviewing and assessing existing drafts, addressing any questions, conducting data collection and analysis from relevant literature and internal documents, advising on narrative strategy, creating tools for narrative development.		
High Priority Components		94.5	\$40,162.50
<ul style="list-style-type: none"> Core 1: Planning & Evaluation Core 2: Research Education Core 3: Outreach Revisions based on feedback 	High-effort sections will require substantial development and refinement. This includes full narrative support, iterative feedback, and authoring or heavily editing sections as needed.		
Medium Priority Components		37	\$15,725.00
<ul style="list-style-type: none"> Shared Resources Core Full Research Project 1 & 2 Pilot Research Project Revisions based on feedback 	Editing efforts will focus on ensuring clarity and aligning the narrative with the overall proposal goals.		
Low Priority Components		13.5	\$5,737.50
<ul style="list-style-type: none"> Overall Admin Core Other Revisions based on feedback 	Although considered low priority, these sections will still be reviewed and edited to ensure no gaps in the narrative.		
Management & Coordination		25.25	\$10,837.50
<ul style="list-style-type: none"> Strategy Call 1 - Project Kickoff Strategy Call 2 - 6 General Project Management 	Assume 90-120 minutes per call to work collaboratively with the PI to develop, receive feedback, and revise components. We include time for other miscellaneous calls or emails.		
Total Estimated Fee		184.75	\$78,518.75