**Award Agreement**

**Vendor Proposal Contracting Form**

**Generation 2**

This Agreement, effective Click here to enter a date. , is by and between the Rector and Visitors of the University of Virginia, (the “University”) and Click here to enter text. (“Selected Firm“).

**TERM**

 The term of this Agreement will be for one (1) year effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions, for eight (8) additional one (1) year periods until 2026. Unless otherwise determined by the University or Selected Firm, this Agreement will automatically renew without intervention between the University and Selected Firm. The University and Selected Firm reserve the right to negotiate price of goods and services on an annual basis.

**WITNESS**

 By its Request for Proposal (RFP) KF042916 for Research and Development Goods and Services dated April 29, 2016, the University requested proposals from firms to provide Research and Development Goods and Services (the “Goods and Services”). The parties, having negotiated concerning the Goods and Services wish to express in this Agreement the basis on which the Selected Firm will provide the Goods and Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents

 These documents are hereby incorporated into this Sub-Agreement:

1. Agreement Attachment 1, Mandatory Contractual Provisions;
2. Agreement Attachment 2, Preferred Contractual Provisions
3. Agreement Attachment 3, Procedure for Resolution of Contractual Claims;
4. The RFP dated April 29, 2016; and
5. Selected Firm’s proposal in response to the RFP

 To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement and Agreement Attachment 1, prevail over all other Agreement documentation.

To be considered a fully completed response to this RFP, all proposals must include:

* Attachment 5, Award Agreement; Vendor Proposal Contracting Form in Microsoft Word format or Adobe portable document format (“PDF”) format. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
	+ Any additional Proposal Documents that are of necessity. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)
	+ Pricing in Microsoft Excel spreadsheet format only see template Attachment 6 Product Pricing. (Uploaded as a single document. Once a file is selected for upload, the tool will not allow additional documents to be uploaded in the same section.)

**Please Note:**

1. **Attachment 5; Award Agreement, Vendor Proposal Contracting Form is the Master Agreement between the University and Selected Firm. Once completed, further negotiations will be comprised of final terms and pricing of goods and services only.**
2. **This form may only be completed as a Microsoft fillable form or an Adobe pdf fillable form. Proposals submitted in any other format will NOT be accepted.**
3. **Terms that contain a check box must be checked for proposal acceptance.**

**I. CONDITIONS OF AWARD**

Please check each box below confirming the firm’s agreement with the following mandatory conditions of award. All questions should be directed towards the buyer listed in Section VI. Information about this RFP, Section B, Issuance of RFP and Questions.

[ ]  **The firm is registered as a vendor with the University.** <https://www.procurement.virginia.edu/main/frms/VendorReg.php>

**Contractual Provisions**

The firm agrees to the following terms and conditions: Alterations will NOT be accepted to Mandatory or Purchasing Terms and Conditions. Alterations to Preferred Contractual Provisions are to be expressed in the appropriate location.

[ ]  **The University’s Mandatory Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>

[ ]  **The University of Virginia Purchasing Terms & Conditions:**

<http://www.procurement.virginia.edu/pagepterms>

[ ]  **The University’s Preferred Contractual Provisions:**

<http://www.procurement.virginia.edu/main/publicpostings/rfp/preferredprovisions.pdf>

Acceptance is indicated by completing the check box above.

If a firm has any modifications to any of the Preferred Contractual Provisions you must submit a separate document with your proposal titled “**Firm Name - Contractual Provisions Addendum**” with the proposed contractual provision modifications listed/numbered to correspond with how the provisions are listed in the hyperlinks within this document.  This document must be a Word document.  The University reserves the right to accept, reject, or modify the proposed modifications.  Please be advised that any requested modification to the contractual provisions could delay and/or impact an award to a firm.  If the firm does not submit a separate addendum, then the proposal from the firm will automatically be deemed to include University Contractual Provisions. The University will NOT accept alterations to Mandatory Contractual Provisions or Purchasing Terms & Conditions.

[ ]  **Invoicing**

 The firm has ability to perform electronic invoicing. “Electronic Invoicing” is defined as a University-approved methodology for automated University receipt and entry of invoices. Among the methodologies currently approved are:

* cXML delivery of invoices [for which the University would deliver, and selected firm would accept, cXML delivery of University POs];
* SciQuest’s PO to Invoice Flip (“POTIF”) methodology;
* Use of electronic invoicing as specified by the University, such as Transcepta;
* Any methodology approved by the University in the future; or
* Any combination thereof.

 Unless otherwise specifically requested in writing by the University’s Accounts Payable Department, the firm will not submit non-electronic invoices for any transaction between the University and the firm.

[ ]  **Preference to utilize Transcepta for electronic invoicing**

 **Note: Transcepta acceptance may be required for selected firms who do NOT have electronic invoicing capability as defined in Invoicing. Mandatory Pay Terms for Transcepta Registered Vendors will be 2% 15/ Net 30 Paymode, 2% 10/Net 30 Paymode or Net 10 ePayables, Net 20 ePayables..**

[ ]  **Unless otherwise deemed appropriate by the University, the firm will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.**

 (As indicated on University Vendor Registration) <https://www.procurement.virginia.edu/main/frms/VendorReg.php>

More information regarding pay terms may be found here: <http://www.procurement.virginia.edu/pagepaymentmethods>

|  |  |
| --- | --- |
| **Method of Payment:** | Choose an item. |

[ ]  **Early Payment Discount**

**Note: Mandatory Pay Terms for UVa Catalog Vendors or Transcepta Registered Vendors will be 2% 15/ Net 30 Paymode, 2% 10/Net 30 Paymode or Net 10 ePayables, Net 20 ePayables.**

The University encourages Firms to provide a discount in return for expedited pay terms. Multiple early payment discount terms are available. Please select an early payment discount term below, otherwise pay terms are Net 45.

 [ ]  2% 10 / Net 30

 [ ]  2% 15 / Net 30

[ ]  Net 20 E-Payables

[ ]  Net 10 E-Payables

[ ]  Other

[ ]  **E-Commerce**

**Applicable when the Selected Firm has SciQuest Catalog capabilities and has accepted one of the Mandatory pay terms. The University reserves the right to approve catalog vendors.**

* 1. Electronic Procurement

In addition to the terms found in RFP # KF042916, Attachment 2; Preferred Contractual Provisions, R. Electronic Procurement the following also apply;

Selected Firm agrees to provide and maintain an electronic catalog in the University’s Electronic Marketplace (the “Marketplace”). Catalogs can be hosted in the Marketplace or a punchout from the Marketplace to the Selected Firms’ website. The University requires the following from its catalog vendors:

1. Ensure that the Catalog data is maintained, updated and accurate.
2. Invoice at catalog prices or lower and accept payment of catalog or purchase order price if there is a discrepancy
3. If necessary will maintain and update accurate Ship to addresses in its system
4. Support delivery of payments to one site.
5. Encourage University user to utilize the Marketplace for placing orders
6. Provide the University with a current email address or fax number for delivery of purchase orders.

The University reserves the right to remove Selected Firms’ catalog from its Marketplace, renegotiate discounts and/or fees and payment of site license fees at any time during the term of this Agreement; provided such removal is due to Selected Firms non-compliance with this Agreement.

Selected Firm will provide its Goods and Services through its Catalog consistent with the discount schedule set forth in the University’s Master Agreement, with the understanding that the Selected Firm can lower its pricing (or increase a discount) at any time. Special orders or bulk purchases may be quoted individually. If the Parties mutually agree (or as appropriately added to this Agreement), new Goods or Services may be added at any time during the term of this Agreement.

|  |  |  |
| --- | --- | --- |
| **Designated eCatalog Representative Name**      | **Email Address** | **Telephone Number** |

[ ]  **Warranty**

The firm isproviding a warranty or guarantee on goods and/or services. Please provide detail in box below or provide warranty document as attachment.

 **Warranty or Guarantee Information**

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| --- |
|       |

[ ]  **The Firm will provide a certificate of insurance confirming the requirement(s) listed in Attachment II, Preferred Terms and Conditions, Section K, Insurance.**

[ ]  **The firm will not require a prepayment or deposit.**

[ ]  **The firm will not require the University sign any separate agreements. Order Confirmation sheets should be used summarizing specific orders showing delivery dates, items, prices – no terms or conditions should be listed.**

[ ]  **The firm will accept the University issued Purchase Orders (“PO”).**

[ ]  **Shipping and Handling**

 The University encourages proposals with discounted or exempt shipping and handling terms. In the event that satisfactory shipping and handling terms cannot be negotiated, the University reserves the right to request that shipping and handling terms offered by the Selected Firm(s) be handled through Vantage Point Logistics, Inc (“VPL”). The University has contracted with Vantage Point Logistics, Inc. (“VPL”) to provide freight management services. If requested, the University will require selected firms to register and utilize VPL services. More information may be found here: <http://www.procurement.virginia.edu/o/VPL_supplierletter.pdf>

**Shipping and Handling Terms** (Preferred ship terms of the University, not selecting this shipment method will eliminate your firm from future Equipment Trust Fund orders).

[ ]  FOB Destination, Prepaid and Add to invoice.

**Shipping/Handling Cost** (Select One)

[ ]  Preference to utilize Vantage Point Logistics, Inc for Shipping

[ ]  FOB Destination, Shipping cost processed using VPL and UVa Fedex Account 675571945

[ ]  Free Shipping or Discounted Ship Terms as described below:

|  |
| --- |
|       |

[ ]  **The firm is registered in the Commonwealth of Virginia’s electronic procurement system, eVA (Information on eVA can be found at:** [**http://www.eva.virginia.gov**](http://www.eva.virginia.gov)**).**

|  |  |
| --- | --- |
| **eVa Registration Number:** |       |

[ ]  **The firm intends to provide pricing for the following category(s):**

[ ]  Laboratory Equipment

[ ]  Microscopes Equipment and Services

[ ]  Laboratory Animals

[ ]  Laboratory Chemicals

[ ]  Equipment Maintenance and Testing Services

[ ]  Life Science Materials and Testing Services

 [ ]  Medical, Dental and Orthopedic Goods and Services

[ ]  Research and Development Goods and Services/ Specialty Goods and Services.

**Keywords**

Please list any keywords that should be associated with Firm(s) Contract Summary page at the University. The University reserves final discretion of keyword utilization.

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**Client Reference List**

The Selected Firm must provide a business reference.

|  |  |
| --- | --- |
| 1 Reference Name      | Contact      |
| Address      | Phone #:      |
| E-mail address      |  |
| Description and date(s) of commodities and services provided      |

**II. FIRM INFORMATION**

Please complete the following information below.

**Vendor and Contact Information**

|  |  |
| --- | --- |
| **Vendor Legal Name:** |       |
| **Vendor Website:** |       |
| **TIN/ EIN:** |       |

**Vendor Contact for questions regarding this proposal**

|  |  |
| --- | --- |
| Name: |       |
| Telephone: |       | Fax |       | Email |       |

**Vendor Contact for Contract Renewals**

|  |  |
| --- | --- |
| Name: |       |
| Telephone: |       | Fax |       | Email |       |

**Vendor Contact Sales Representative**

|  |  |
| --- | --- |
| Name: |       |
| Telephone: |       | Fax |       | Email |       |

**Vendor Contact for Invoice Information**

|  |  |
| --- | --- |
| Name: |       |
| Telephone: |       | Fax |       | Email |       |

**Vendor Contact for SWaM Reporting**

|  |  |
| --- | --- |
| Name: |       |
| Address: |       |
| City/State/Zip: |       |
| Telephone: |       | Fax |       | Email |       |

**Executive Vendor Contact**

|  |  |
| --- | --- |
| Name: |       |
| Address: |       |
| City/State/Zip: |       |
| Telephone: |       | Fax |       | Email |       |
| **Is your firm** [**SBSD Certified**](http://www.dmbe.state.va.us/)**?** **Yes** [ ]  **No** [ ] **If yes, which category:** Small Business [ ]  Minority-Owned[ ]  Women-Owned [ ] **Does your firm have a SWaM plan?** **Yes** [ ]  **No** [ ]  |

**Acceptance**

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| --- |
| **Vendor Name** |

**This document will serve as the Master Agreement between your firm and the University.**

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| --- | --- | --- |
|   | Representative Name: |  Click here to enter text. |
|   | Title: |  Click here to enter text. |
|  | Date: |  Click here to enter a date. |
|  | [ ]  **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. The Selected Firm will be issued an award letter if the University proceeds with issuance of award. |