

AGREEMENT

#: UVA-AGR-IT-00277-Blackwood

This Agreement is by and between The Rector and Visitors of the University of Virginia (the "University") and Blackwood Associates, Inc ("Selected Firm"). This Agreement shall be effective on the last signature date of the signing parties.

TERM

The term of this Agreement will be in effect until December 31, 2025 with two 2-year renewal options. The University reserves the right to terminate this Agreement at any time by providing 30 days written notice to the Selected Firm.

WITNESS

By its Request for Proposal (RFP) #RFP-UVA-00011-MW082019, Technology Value-Added Resellers, the University requested proposals from firms to provide a broad range of technology products, services and solutions ("Goods and/or Services") to meet the requirements of the University and the Virginia Higher Education Procurement Consortium ("VHEPC") and its members (collectively the "University"). In response to the RFP, Selected Firm submitted a proposal. The University and Selected Firm wish to express in this Agreement the basis on which Selected Firm will provide the Goods and/or Services to the University. Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Contents

These documents are hereby incorporated into this Agreement either as an attachment or by reference:

- A. Agreement Attachment A, General Contractual Provisions
- B. Agreement Attachment B, Specific Contractual Provisions
- C. Agreement Attachment C, Goods & Services / Pricing – Fees - Discounts
- D. Agreement Attachment D, Statement of Work (SOW) Template
- E. The RFP (by reference); and
- F. Selected Firm's proposal in response to the RFP (by reference).

To the extent that the terms of this Agreement and/or the various Agreement documents are in conflict, the order of precedence shall be (i) this Agreement, (ii) the Agreement Attachments in the order they are listed above, (iii) the RFP, and then (iv) the Selected Firm's proposal in response to the RFP.

II. Specific Provisions

A. Goods and/or Services and Pricing/Fees/Discounts

The Goods and/or Services the Selected Firm may be requested to provide under this Agreement, to include the fee/rate structure/pricing methodology, are shown in Attachment C. Goods and/or Services will be provided on an as needed basis. As such, the University makes no guarantee that Goods and/or Services will be requested/purchased during the Term. The University and Selected Firm reserve the right to renegotiate the price of the Goods and/or Services as needed throughout the term of this Agreement. Any changes will be reflected in an updated / revised Attachment C.

B. Ordering Procedures

A proposal for Goods and/or Services must be specifically requested of Selected Firm by the University. When such Goods and/or Services are specifically requested, Selected Firm will prepare a quote and/or statement of work ("SOW") as applicable.

SOWs will be in a form substantially similar to the form described in Attachment 4, Sample Statement of Work, and will reference this Agreement. Unless otherwise agreed to by the parties, additional contractual provisions may not be introduced in the proposed SOW. In addition, the SOW may not be marked as proprietary or confidential. SOWs will be used solely to describe the personnel, Services, deliverables, and applicable fees, and will be mutually agreed upon by the University and Selected Firm.

If the University desires to have Selected Firm provide the Goods described in a quote or Services described in a proposed statement of work, the University will issue a Purchase Order. The University Purchase Order shall be deemed to be accepted by Selected Firm within two business days after the Purchase Order is issued unless Selected Firm provides a notice of rejection to University.

C. Delivery/Shipping

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed. Normal delivery

of orders must be accomplished at established times as set by the Member. Order Fill rate shall be maintained at 95% or greater as defined in Section D, above. Selected Firm(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation. Title and risk of loss shall pass to the Member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given Member until receipt of the goods at the point of delivery. The products furnished shall be delivered F.O.B. Destination, Full Freight Allowed (Selected Firm pays freight). Selection of a carrier for shipment will be Selected Firm's option unless otherwise specified by the Member. If special delivery or handling charges are applicable they shall be pre-approved by the Member. Selected Firm shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

D. Defective Products

All defective products shall be replaced and exchanged by the Selected Firm. The cost of transportation, re-shipping or other like expenses shall be paid by the Selected Firm and in the case of certain, special orders, other reasonable charges may be paid by the Selected Firm as defined in the order or as otherwise agreed to by the Parties. All replacement products must be received by the University within seven (7) days of initial notification, when such products are in Selected Firm stock; if replacement product is not in Selected Firm's stock, Selected Firm will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the University and will ensure product is received within seven (7) days after Selected Firm's receipt of the product

E. Payment Terms

Selected Firm agrees to the following payment term. All payments will be made by check.

- ☒ Net 45
- ☐ .5% 30 / Net 45
- ☐ 1% 25 / Net 45
- ☐ 1.5% 20 / Net 30
- ☐ 2% 15 / Net 30

The Selected Firm may at any time during the term of this Agreement switch their payment method to either Ghost Card (ePayables) or ACH (Paymode -X). The Selected Firm must contact the University's banking service provider, Bank of America, or its partner Paymode-X, to setup one of these payment options.

Contact Information:

- ePayables: 855-637-8396 or email at virginia@supplier-services.com
- Paymode-X: 800-331-0974 or www.paymode.com/universityofvirginia

NOTE: Each VHEPC Member may establish their own invoicing/payment terms and requirements with the Selected Firms as needed.

F. Membership Addendum

Each Member of VHEPC may negotiate their own Addendum with Selected Firm to meet specific Member requirements.

G. Reporting Requirements

If requested, the Selected Firm will provide purchasing data on all transactions. This data will include the following:

- a. University Name
- b. PO Number
- c. Customer PO Number
- d. Order Date
- e. Invoice Number
- f. Invoice Date
- g. Vendor Part Number
- h. Manufacturer
- i. Manufacturer Part Number
- j. Product Description
- k. Product Category
- l. UNSPSC Code
- m. Quantity
- n. Unit List Price
- o. Unit Net Price
- p. Extended Net Volume
- q. Quote Number*
- r. Contract Number
- s. Software License Level*
- t. Maintenance Start Date*
- u. Maintenance End Date*
- v. Media*

*if applicable

H. Contract Administration

1. Primary Administration: Individual University departments and VHEPC members are the point of contact for day-to-day operations

under this Agreement. Individual University departments or VHEPC cannot approve amendments to this Agreement or price changes.

2. Secondary Administration: Selected Firm will channel all Contract Administration questions not pertaining to a specific service or departmental / VHEPC members request through the VHEPC and University's Procurement & Supplier Diversity Service department, and specifically the individuals named below:

- a. **VHEPC**

Ryan Balber
Director, VHEPC
Carruthers Hall, 1001 N. Emmet Street
Charlottesville, Virginia 22904-4202
Phone: 434-297-6099; Mobile 217-649-9700
Email: rb7pq@virginia.edu

- b. **University of Virginia**

Michael Warlick, Senior Buyer
Procurement & Selected Firm Diversity Services
University of Virginia
Carruthers Hall, 1001 N. Emmet Street
PO Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-8918; Email: warlick@virginia.edu

ACCEPTANCE

For the Rector and Visitors of the University of Virginia

DocuSigned by:

B11A6A7E62AF4A5

Jennifer Glassman, Director
Procurement & Supplier Diversity Services

9/23/2020

Date: _____

For Selected Firm

DocuSigned by:

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Name: Lauren Steinhardt

Title: Regional Sales Manager

Firm: Blackwood Associates, Inc

Date: 9/22/2020
