Award Agreement
Vendor Proposal Contracting Form
Generation 3

This Agreement, effective May 15, 2018, is by and between the Rector and Visitors of the University of Virginia, (the “University”) and SPARK Product Development, LLC (“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 seven (7) 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 and Open Enrollment Generation 3 Addendum dated January 05, 2018, 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:

A. Agreement Attachment 1, Mandatory Contractual Provisions;
B. Agreement Attachment 2, Preferred Contractual Provisions
C. Agreement Attachment 3, Procedure for Resolution of Contractual Claims;
D. The RFP dated April 29, 2016;
E. The Open Enrollment Addendum dated January 05, 2018; and
F. Selected Firm’s proposal in response to the RFP and any other additional documents submitted by the Firm.

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.

2. Mandatory Criteria for Award

A. Selected Firm(s) must provide Representative(s) to be available either on site or remotely to University users.

B. Selected Firm(s) must provide a discount on goods and/or services to the University.

C. Selected Firm(s) will offer electronic commerce capabilities. Specifically, either electronic invoicing, electronic eCommerce Catalog, or both.

D. Selected Firm(s) will provide warranty or guarantee on goods and/or services.

3. Proposal Documentation

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

A. Proposals should include information outlined in this section. Copies of proposals must be submitted through the Contract Opportunity Portal found on the PSDS webpage online at http://www.procurement.virginia.edu/pagecontractopp. Firm(s) will be prompted to enter the “code” “Gen3” to access the tool for upload. For detailed instructions see Request for Proposal (RFP) #KF042916 Attachment 7, Sample Screen Shots for Proposal Upload.

B. Award Agreement; Vendor Proposal Contracting Form Generation 3 in Microsoft Word format or Adobe Portable Document format (“PDF”) format. (Uploaded as a single document within the online portal. Please note, once a file is selected for upload, the online portal will not allow additional documents to be uploaded in the same section.)

C. Any additional Proposal Documents that are of necessity. (Uploaded within the online portal as “Additional documentation.”)

D. Pricing in Microsoft Excel spreadsheet format only. (Uploaded as a single document within the online portal.)

Please Note:

a. Award Agreement, Vendor Proposal Contracting Form Generation 3 will serve as 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.
b. 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.

c. Terms that contain a check box must be checked for proposal acceptance.

<table>
<thead>
<tr>
<th>1. CONDITIONS OF AWARD</th>
</tr>
</thead>
</table>

Please check each box below confirming agreement with the following mandatory conditions of award.

1. **Contractual Provisions**

   The firm agrees to the following terms and conditions: Alterations will NOT be accepted to Mandatory or Purchasing Terms and Conditions.

   - ☒ The University’s Mandatory Contractual Provisions:

   - ☒ The University of Virginia Purchasing Terms & Conditions:
     http://www.procurement.virginia.edu/pagepterms

   - ☒ The University’s Preferred Contractual Provisions:

   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.

2. **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];

   - Jaggaer’s PO to Invoice Flip (“POTIF”) methodology;

   - Use of electronic invoicing as specified by the University,
• 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.

2. Unless otherwise deemed appropriate by the University, the firm will enroll in one of the University approved methods for receipt of payment.

(As indicated on University Vendor Registration)

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

All new registrations will be initially set-up for payment by check. After registration, you will be contacted by the University's banking services provider, Bank of America or its partner Paymode-X, regarding electronic payment options such as ACH or Credit Card.

☐ Do you wish to be contacted about an electronic method of payment?

3. Early Payment Discount

Note: Mandatory Pay Terms for UVa Catalog Vendors will be 2% 15/ Net 30, 2% 10/Net 30 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 Jaggaer Catalog capabilities and has accepted one of the Mandatory pay terms. The University reserves the right to approve or deny catalog vendors.

A. 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:

a. Ensure that the Catalog data is maintained, updated and accurate.
b. Invoice at catalog prices or lower and accept payment of catalog or purchase order price if there is a discrepancy
c. If necessary will maintain and update accurate Ship to addresses in its system
d. Support delivery of payments to one site.
e. Encourage University user to utilize the Marketplace for placing orders
f. 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 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 Goods and Services through it’s Catalog consistent with the discount schedule set forth in the University’s Award Agreement with the understanding that the Selected Firm can lower it’s 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.

☒ Warranty

The firm is providing 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

see attached document

☒ The Firm will provide a certificate of insurance confirming the requirement(s) listed in Original RFP #KF042916 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. The University has a signatory authority policy that allows only specified individuals to authorize contracts.

Quotes should be used to summarize specific items such as: delivery dates, goods, prices – no terms or conditions should be listed. Selected Firms providing Services must provide a Statement of Work or a clear and detailed price quote for Services.

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

4. Shipping and Handling

The University encourages proposals with discounted or exempt shipping and handling terms.

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

☐ FOB Destination

Shipping/Handling Cost (Select One)

☐ Free Shipping or Discounted Ship Terms as described below with alternate shipping method:

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

5. 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).

<table>
<thead>
<tr>
<th>eVa Registration Number:</th>
<th>VC0000160861</th>
</tr>
</thead>
</table>

6. 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
7. Questions for Consideration

A. What is your fiscal year?
   January 1 to December 31

B. Do you have a Sustainability Program?
   n/a

C. Would you be interested in a Cooperative Promotion Program with VHEPC? Or are you providing a strategic offering?
   n/a

D. Do you have a rebate and or rewards program?
   n/a

8. 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.

product design, medical product design, engineering services, industrial design services, medical device engineering

9. Client Reference List

The Selected Firm must provide a business reference.

<table>
<thead>
<tr>
<th>1 Reference Name</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cerillo, LLC</td>
<td>Dr. Jason Papin</td>
</tr>
<tr>
<td>Address</td>
<td>Phone #:</td>
</tr>
<tr>
<td>100 2nd Street NW</td>
<td>434-284-2407</td>
</tr>
<tr>
<td>Charlottesville, VA 22903</td>
<td></td>
</tr>
</tbody>
</table>
E-mail address
jason@cerillo.net

Description and date(s) of commodities and services provided
Originally a Coulter funded project (David Chen). We started in July 2015. Dr. Papin formed Cerillo to continue commercialization. SPARK is currently still supporting them.

II. FIRM INFORMATION

Please complete the following information below.

Vendor and Contact Information

<table>
<thead>
<tr>
<th>Vendor Legal Name:</th>
<th>SPARK Product Development, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Website:</td>
<td>sparkproductdevelopment.com</td>
</tr>
<tr>
<td>TIN/ EIN:</td>
<td>54-1870106</td>
</tr>
</tbody>
</table>

Vendor Contact for questions regarding this proposal

<table>
<thead>
<tr>
<th>Name:</th>
<th>Bruce Ferris</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>804-440-5700</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:bferris@sparkpd.com">bferris@sparkpd.com</a></td>
</tr>
</tbody>
</table>

Vendor Contact for Contract Renewals

<table>
<thead>
<tr>
<th>Name:</th>
<th>Bruce Ferris</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>804-440-5700</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:bferris@sparkpd.com">bferris@sparkpd.com</a></td>
</tr>
</tbody>
</table>

Vendor Contact Sales Representative

<table>
<thead>
<tr>
<th>Name:</th>
<th>Bruce Ferris</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>804-440-5700</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:bferris@sparkpd.com">bferris@sparkpd.com</a></td>
</tr>
</tbody>
</table>

Vendor Contact for Invoice Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Charity Steven</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>804-440-5700</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:cstevens@sparkpd.com">cstevens@sparkpd.com</a></td>
</tr>
<tr>
<td>Name:</td>
<td>Charity Stevens</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Address:</td>
<td>5928 School Ave</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Richmond, VA 23228</td>
</tr>
<tr>
<td>Telephone:</td>
<td>804-440-5700 Fax</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:cstevens@sparkpd.com">cstevens@sparkpd.com</a></td>
</tr>
</tbody>
</table>

**Executive Vendor Contact**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Bruce Ferris</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5928 School Ave</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Richmond, VA 23228</td>
</tr>
<tr>
<td>Telephone:</td>
<td>804-440-5700 Fax</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:bferris@sparkpd.com">bferris@sparkpd.com</a></td>
</tr>
</tbody>
</table>

Is your firm **SBSD Certified**? Yes ☐ No ☒

If yes, which category: Small Business ☐ Minority-Owned ☐ Women-Owned ☐

Additional Information:

---
## Acceptance

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>SPARK Product Development, LLC</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Representative Name:</th>
<th>Bruce Ferris</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Managing Member</td>
</tr>
<tr>
<td>Date:</td>
<td>5/15/2018</td>
</tr>
</tbody>
</table>

☑️ **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.
Kristin Floyd  
Senior Buyer  
Procurement and Supplier Diversity Services  
University of Virginia

Re: Vendor Proposal Contracting form additional information

Introduction
SPARK has been working with UVA since November of 2011. We wish to continue supporting UVA's efforts to increase scientific knowledge, educate students and commercialize research.

SPARK has been doing product development for 20 years and our skills integrate very effectively with UVA's needs, particularly when intellectual property needs to be commercialized.

Services Provided
These are the services that SPARK most commonly utilizes with UVA:

- Ideation & concept generation
- Design for manufacturing and assembly (DFMA)
- Design for prototyping (proof-of-concept, working models and clinical trial models)
- Materials & methods (prototype and production)
- Engineering analysis
- Industrial Design
- Industrial Design storyboarding and sketching to support grant proposals
- Proof-of-Concept building and testing
- Engineering research
- General design and engineering knowledge. The SPARK team has over 100 years of combined experience.

Rates – see additional spreadsheet
ADDITIONAL INFORMATION

Warranty
SPARK proudly stands by our work and warrants that we will perform our services at a high level of quality. For us, this high level means that we always aim to meet or exceed the professional standards and the skill, diligence and quality control/quality assurance measures expected of a contractor performing similar types of research & development services in Virginia (our “Standard of Care”). While we can't guarantee that a product will operate in a certain way, given that the nature of our work is to develop an item that previously didn't exist, and do disclaim all other warranties including warranties of merchantability and fitness for a particular purpose we can guarantee and DO warrant that our services will meet our Standard of Care. If for any reason UVA, or its affiliate that we are working with, does not feel we have met the Standard of Care, we agree to “make it right” and cure the breach of warranty within 60 days of notice. If we cannot cure the breach within this time period, UVA or its affiliate may terminate the project and pay us only for those services performed prior to the termination.

Insurance
SPARK's certificate of insurance is attached. Please note that SPARK does not own any vehicles so our coverage is under General Liability.

If awarded a contract with UVA, we will add coverage as required and add UVA as an additional insured.

Site Visits (ref. paragraph H on pg. 11 of Research and Development Goods and Sevices.pdf)
SPARK welcomes visits from interested UVA personnel. We will reimburse UVA for reasonable travel expenses not-to-exceed $200.

SWAM (ref. paragraph I on pg. 11 of Research and Development Goods and Sevices.pdf)
To date, the vast majority of SPARK's clients have been commercial (as opposed to state or federal agencies) where SWAM status has not come up as a topic. SPARK has not inquired about the SWAM status of our vendors. If the value of goods or services from one of our vendors exceeds $2000, we will be happy to inquire as to their SWAM status and report to UVA.

Regards,

Bruce Ferris
Managing Partner