



eVA Billing Portal - Vendor Memorandum of Agreement 5-16-2006 (Current)

This Memorandum Of Agreement (Agreement) sets forth the terms that have been established by the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply ("DPS") to govern all electronic procurement transactions made between your firm ("Vendor") and any agency or public body when such electronic procurement transaction is made, in whole or in part, utilizing the Commonwealth of Virginia's web-centric statewide electronic procurement solution (eVA).

For purposes of this Agreement:

electronic procurement transaction is defined to include electronic quotations, bids, proposals, purchase orders, contracts, invoices, shipping notices, or other electronic procurement information, instruments and notices electronically transmitted, received, or posted using eVA in lieu of or in addition to creating one or more paper documents;

agency is defined as any department, authority, board, post, commission, division, institution, or office of State government of the Commonwealth of Virginia; and

public body is defined as any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law in Virginia to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the procurement activities facilitated by eVA.

eVA Fee Schedule is defined as a listing of eVA registration, transaction, and other fees (eVA fees) that are assessed to eVA users, including Vendors. The eVA Fee Schedule is published on the eVA Website. Each fee set forth on the eVA Fee Schedule is effective dated so eVA users, including Vendors, can determine the appropriate fee by cross referencing a fee's effective date to the date of the activity for which the fee is assessed. The Commonwealth may make changes to the eVA Fee Schedule as provided in Item 2 below. A registered vendor may reject changes to the eVA Fee Schedule by canceling its registration.

By accepting this Agreement, you certify and warrant to each agency and public body that you are duly authorized, by the Vendor to: (i) register the Vendor as an eVA supplier; (ii) file, on behalf of the Vendor, all of the information requested in the eVA vendor registration process; and (iii) enter into this Agreement on behalf of the Vendor. By accepting this Agreement, you hereby agree on behalf of the Vendor and for the benefit of each agency and public body that:

1) All procurement transactions made, in whole or in part, utilizing the Commonwealth of Virginia's web-centric statewide electronic procurement solution (eVA) shall without exception be governed by the laws of the Commonwealth of Virginia without regard to its conflict-of-laws

principles.

2) eVA fees are set forth in the eVA Fee Schedule defined above and published on the eVA Website on the date you accept this Agreement. The Commonwealth may change the accepted eVA Fee Schedule by announcing the change(s) at least 60 calendar days in advance of the effective date of the change(s).

a. The official date of any such change announcement shall be the date the change announcement is published on the eVA Website.

b. Change announcements will also be transmitted to the vendor location master user(s) email address(es) and to the billing address contact email address specified in the Vendor's eVA registration record.

Retroactive changes to the eVA Fee Schedule are prohibited unless the purpose of the retroactive change is to reduce a fee. A registered vendor may reject changes to the eVA Fee Schedule by canceling its eVA registration.

3) Payment of all eVA fees, assessed in accordance with the eVA Fee Schedule, shall be made within 30 days after receipt, at Vendor's specified Billing Address, of invoices. Invoices for eVA fees incurred prior to July 1, 2006, will be issued by CGI-AMS, the Commonwealth's eVA business partner. Invoices for eVA fees incurred July 1, 2006 and after will be issued by the Commonwealth's Department of General Services.

4) The Vendor shall use eVA's vendor registration update functionality to update the Vendor's registration information whenever necessary to ensure it that the registration information remains accurate and complete at all times.

5) The Vendor hereby warrants to every agency and public body that the information provided by the Vendor through the eVA registration and eVA registration update functionality shall at all times be accurate, complete and current. The Vendor further warrants that each agency and public body shall be entitled at all times to rely conclusively on the currency, accuracy and completeness of the information the Vendor has provided through the eVA registration and eVA registration update functionality as of that date even if different information is or has been available to or received by agency or public body personnel through means other than the eVA registration and registration update functionality.

6) The Commonwealth may change the terms and conditions of this Agreement by announcing the change(s) at least 60 calendar days in advance of the effective date of the change(s).

a. The official date of any such change announcement shall be the date the change announcement is published on the eVA Website.

b) Change announcements will also be transmitted to the vendor location master user(s) email address(es) and to the billing contact email address specified in the Vendor's eVA registration record.

A registered vendor may reject changes to the terms and conditions of this Agreement by canceling its eVA registration.

7) This Agreement shall remain in effect for as long as the Vendor is registered as an eVA supplier. DPS reserves the right to cancel the Vendor's registration at any time. The Vendor may also cancel its registration by contacting eVA Customer Care using the email address or phone number published on the eVA website. In the event the Vendor's registration is cancelled by either party, the Vendor shall remain bound to this Agreement in regard to completion of any contract, purchase order or other electronic procurement transaction that was made or administered in whole or in part using eVA.