

## **AGREEMENT**

This Agreement, executed the 3rd day of October, 2018 by and between the Rector and Visitors of the University of Virginia (the “University”) and the Amtek Company Inc, (“Amtek”).

## **WITNESS**

WHEREAS, the University and Amtek have executed an Agreement dated June 1, 2018 for Research and Development Goods and Services (the “Goods and Services”) and included in the Master Agreement is a third party access clause.

WHEREAS, the University and Amtek have taken the additional time needed to proactively and thoughtfully articulate the nature of overall relationship via an effectively written Master Agreement.

WHEREAS, the University and its Procurement & Supplier Diversity Services Department (“PSDS”) established and maintains a Publically Accessible Contract’s (“PAC”) website [currently: <http://www.procurement.virginia.edu/pagepacontracts>] to promote the use of PACs and to facilitate third party access of existing PAC relationships.

Now therefore, the University and Amtek wish to express in this Agreement the specific basis on which the University will provide third party marketing assistance, of the Master Agreement to Amtek and to

## **TERM**

The term of this Agreement will commence on 10/03/2018 and will end at 12/31/2026.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

I. Amtek will:

- A. Provide an incentive based rebate structure as a PAC fee to all accessing entities associated with the Virginia Higher Education Procurement Cooperative “VHEPC” based on the following total purchase amount of all accessing entities:

Total Purchase Amount	Percent
\$0 to \$5,000,000	1.00%
\$5,000,001 to \$7,000,000	1.25%
\$7,000,001 to \$9,000,000	1.50%
Over \$9,000,001	2.00%

#### VHEPC MEMBER LIST

CHRISTOPHER NEWPORT UNIVERSITY
GEORGE MASON UNIVERSITY
JAMES MADISON UNIVERSITY
OLD DOMINION UNIVERSITY
LONGWOOD UNIVERSITY
RADFORD UNIVERSITY
UNIVERSITY OF VIRGINIA
VIRGINIA COMMONWEALTH UNIVERSITY
UNIVERSITY OF MARY WASHINGTON
VIRGINIA COMMUNITY COLLEGE SYSTEM
VIRGINIA MILITARY INSTITUTE
VIRGINIA TECH
WILLIAM AND MARY

- B. Reports indicating cooperative access and total spend will be generated by Amtek annually by February 15<sup>th</sup> of each year and sent to:
- Ryan Balber  
 Director, Virginia Higher Education Procurement Cooperative  
 PO Box 400202  
 Charlottesville Va 22904  
[rb7pq@virginia.edu](mailto:rb7pq@virginia.edu)
- C. Checks will be sent by Amtek to the separate accessing entities. Contact information and mailing instructions for these separate accessing entities will be determined by Amtek.
- D. Payment(s) to the University of Virginia will be in the form of check and will be sent prior to March 15<sup>th</sup> of each year to:

Shannon Wampler  
Director, Strategic Operations  
Procurement & Supplier Diversity Services  
University of Virginia  
Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904

All other terms and conditions of the Agreement dated 10/03/2018 will remain in effect.

### ACCEPTANCE

**For the Rector and Visitors  
of the University of Virginia**

**For Amtek Company Inc.**

DocuSigned by:  
  
206C50E51C53410...

---

John Mchugh  
Director of Procurement & Supplier  
Diversity Services

---

Ronald Baddock  
President

---

Date  
PO #1167649

---

Date

- D. Payment(s) to the University of Virginia will be in the form of check and will be sent prior to March 15<sup>th</sup> of each year to:

Shannon Wampler  
Director, Strategic Operations  
Procurement & Supplier Diversity Services  
University of Virginia  
Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904

All other terms and conditions of the Agreement dated 10/03/2018 will remain in effect.

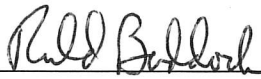
### ACCEPTANCE

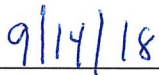
**For the Rector and Visitors  
of the University of Virginia**

**For Amtek Company Inc.**

\_\_\_\_\_  
John Mchugh  
Director of Procurement & Supplier  
Diversity Services

\_\_\_\_\_  
Date  
PO #1167649

  
\_\_\_\_\_  
Ronald Baddock  
President

  
\_\_\_\_\_  
Date

**Award Agreement**  
**Vendor Proposal Contracting Form**  
**Generation 3**

This Agreement, effective June 1, 2018, is by and between the Rector and Visitors of the University of Virginia, (the “University”) and Amtek Company, Inc. (“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.

## I. CONDITIONS OF AWARD

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:**

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



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

<http://www.procurement.virginia.edu/page/terms>



**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.



**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)

<https://www.procurement.virginia.edu/main/frms/VendorReg.php>

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**

Warranty varies depending on the product, refer to pricing sheet for warranty information

☒ **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:**

Amtek offers FOB destination via our choice of carrier on all products to loading dock. Any special delivery requirements that have an additional fees are the responsibility of the customer

- ☐ **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>).**

<b>eVa Registration Number:</b>	C10605
---------------------------------	--------

**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
- ☒ Medical, Dental and Orthopedic Goods and Services
- ☒ Research and Development Goods and Services/ Specialty Goods and Services.

**7. Questions for Consideration**

**A. What is your fiscal year?**

June 1<sup>st</sup> - May 31<sup>st</sup>

**B. Do you have a Sustainability Program?**

No

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

Yes

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

No

**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.

21st Century Teaching Technologies  
Design and Fabrication Equipment  
Career and Technical Education / CTE  
Technical Training  
3D CAD Software  
3D Printers  
3D Scanners  
CNC Lathes, Mills & Routers  
Industrial Robots

Injection Molding  
Laser Engravers / Laser Cutters  
Machine Tools  
Plasma Cutters  
Reverse Engineering  
Vacuum Forming  
Automotive Training Technology  
Automation and Robotics  
Cosmetology  
Electric Power / Controls Training  
Engineering Educational Equipment  
HVAC and Refrigeration  
Hydraulics and Pneumatics  
Industrial and Technical Furniture  
Industrial Maintenance  
Process Control & Instrumentation  
Mechatronics  
Oil and Gas  
Programmable Logic Controller (PLC) Training  
Renewable Energy  
Welding  
Civil Engineering  
Electrical Engineering  
Engineering Science  
Fuel Cell Technology Science  
Mechanical Engineering  
Renewable Energy Engineering  
Agricultural Mechanics  
Building Trades, Carpentry and Construction  
Graphic Communication Arts  
Wide Format Printers  
Vinyl Cutters

## 9. Client Reference List

The Selected Firm must provide a business reference.

1 Reference Name University of Virginia	Contact Dwight Dart
Address 122 Engineers Way Charlottesville, VA 22904	Phone #: 434-243-3269
E-mail address dd5yj@virginia.edu	
Description and date(s) of commodities and services provided 2013 - Present 23260000 Rapid prototyping machinery and accessories	

## II. FIRM INFORMATION

Please complete the following information below.

### Vendor and Contact Information

<b>Vendor Legal Name:</b>	Amtek Company, Inc.
<b>Vendor Website:</b>	www.amtekcompany.com
<b>TIN/ EIN:</b>	52-1741665

### Vendor Contact for questions regarding this proposal

Name:	Richard Sykes				
Telephone:	800-926-8359	Fax	410-315-9249	Email	rsykes@amtekcompany.com

### Vendor Contact for Contract Renewals

Name:	Richard Sykes				
Telephone:	800-926-8359	Fax	410-315-9249	Email	rsykes@amtekcompany.com

### Vendor Contact Sales Representative

Name:	Richard Sykes				
Telephone:	800-926-8359	Fax	410-315-9249	Email	rsykes@amtekcompany.com

#### Vendor Contact for Invoice Information

Name:	Diane Jones				
Telephone:	800-926-8359	Fax	410-315-9260	Email	djones@amtekcompany.com

#### Vendor Contact for SBSB Reporting

Name:	Diane Jones				
Address:	1244 Ritchie Highway, Suite 10				
City/State/Zip:	Arnold, MD 21012				
Telephone:	800-926-8359	Fax	410-315-9249	Email	djones@amtekcompany.com

#### Executive Vendor Contact

Name:	Ronald Baddock				
Address:	1244 Ritchie Highway, Suite 10				
City/State/Zip:	Arnold, MD 21012				
Telephone:	800-926-8359	Fax	410-315-9249	Email	rbaddock@amtekcompany.com

Is your firm [SBSB Certified](#)? Yes ☒ No ☐

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

Additional Information:

---

--

## Acceptance

**Vendor Name** Amtek Company, Inc.

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

Representative Name:	Ronald Baddock
Title:	President
Date:	4/13/2018
<input checked="" type="checkbox"/> <b>Electronic Signature:</b> 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.	

3D Platform	3%
Amatrol	5%
Arclight - fully assembled	3%
Atech	2%
BOFA Americas	5%
Boxford CNC	5%
Clausing	2%
Clean Air America	2%
CR Clarke	3%
Creaform	20%
Design Assistance Corp	3%
Desktop Metal	3%
Denford CNC	5%
EMCO	5%
Fanuc industrial robots	10%
Fanuc CNC machines	2%
Fanuc CNC simulators	2%
Fanuc collaborative robots	5%
Fanuc CERT program packages	20%
Forest Scientific	5%
Felder	3%
Formech	3%
Fortus 3D production systems - system hardware only	5%
Geomagic 3D capture hardware and software	5%
GMI furniture	10%
Hon	10%
Iconic CNC	2%
Inventables	2%
Innotek Train	3%
Jet Tools	2%
LJ Create	5%
Lucas Nuelle	3%
Lucas Scientific	2%
Makerbot	2%
Matrix Multimedia	5%
Miller Welding & Digital Welding Technology	2%
Objet 3D Printers	5%
Pensa Labs	3%
PM Technologies	5%
Quanser	10%
Real Games	3%
Roland	5%
Siemens	0% SCE Contract Schedule is already heavily discounted
Simlog	3%
Solidworks	5%



Stratasys 3D printers - excluding Makerbot and Mojo	5%
Systran	25%
Tecquipment	5%
TSI	3%
Ultimaker	5%
Universal Laser Systems	10%
Vectric	3%
VR Sim	3%
All other Amtek product lines	case by case basis

#### General Education Discount Schedule - Services

Standard on-site training - daily rate	10%
System installation services - daily rate	10%
System service contracts excluding 3D printers (for commencement after the included warranty period) – annual rate	10%
System service contract for 3D printers (for commencement after the included warranty period) - annual rate	5%
Design, configuration and consulting services required for equipment and furniture	inc.
Service work performed by a product manufacturer due to specialized requirements such as tools, equipment, or other specific requirement will not be discounted and will be billed at the amount charged by the manufacturer	0%
3D Printer Supplies	0%

#### General Warranty Statement

**The following product lines carry a limited lifetime warranty:**

**GMI (Greene Manufacturing Inc.)**

**The following product lines carry a two year warranty:**

**Denford, Universal Lasers (laser tube)**

**The following product lines carry a three year warranty:**

**Forest Scientific, Tecquipment**

**All other products:**

**One year warranty**

**General Warranty Notes:**

**\* All warranty repairs will be performed on-site if possible. In the event that a warranty repair requires return to a repair de**

**\* All non warranty repairs will be billed at \$95 per hour plus any necessary parts. Should the repair require and on-site visit rates.**

Research package includes 5 year software updates and 2 factory calibrations

Includes a 2 year warranty

Includes a 3 year warranty

Includes a 2 year warranty

Includes 6 month warranty

Includes a 3 year warranty

spot, the shipping expenses shall be covered by Amtek.

---

t, travel expenses shall be covered by the University at the agreed upon, published