

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1100 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

1. DATEOctober 11, 2012
2. COMMODITY NAME. **INDUSTRIAL AND LABORATORY-BASED FABRICATION,
..... TESTING AND TRAINING EQUIPMENT**
3. CONTRACT NUMBER:**UVA1167649**
4. CONTRACT PERIOD 10/01/2011 - 9/30/2016
5. SUPERSEDES N/A
6. AUTHORIZED USERS:**Commonwealth of Virginia Community Colleges Only**
7. CONTRACTOR Amtek Company, Inc.
8. CONTRACTORS' PHONE NUMBERS (800) 926-8359; (410) 315-9260
9. TERMS2%/15, Net 30
10. DELIVERY Standard Freight Delivery Charges Paid By Amtek
11. F.O.B. Destination
12. MINIMUM ORDER No Minimum Order
13. **NOTICE TO ALL COMMONWEALTH OF VIRGINIA COMMUNITY COLLEGES:** This contract is an optional use contract.
14. FOR FURTHER CONTRACT INFORMATION CONTACT:

Cindy Wilson, CPPO, CPPB, VCO
Statewide Contract Officer
Cindy.Wilson@dgs.virginia.gov
Phone: (804) 786-3853
Fax: (804) 786-5712

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. BACKGROUND

This cooperative contract is a Virginia Association of State College & University Purchasing Professionals (VASCUPP) cooperative contract issued by the University of Virginia (UVA) and is open to any Commonwealth of Virginia Community College that wishes to participate. **The contract in its entirety is available at:** <http://www.procurement.virginia.edu/pagecontracts&cssid2=1074>

II. INSTRUCTIONS

1. **Purchase orders:** Unless otherwise instructed by the Division of Purchases and Supply, all Commonwealth of Virginia Community Colleges will order items/services through eVA. If this contract is authorized for use by localities, Virginia cities, counties, towns, and political subdivisions, orders will be placed through eVA to the maximum extent possible. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.

IMPORTANT! The applicable contract number must appear on all purchase orders. The contract number is UVA1167649.

Since the Commonwealth of Virginia has executed a Participating Addendum on behalf of Commonwealth of Virginia Community Colleges, no additional Participating Addenda are required to be signed by Authorized Contract Users when accessing this contract.

2. **Complaints:** Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. A Procurement Complaint Form (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available on the eVA website www.eva.virginia.gov from the Division of Purchases and Supply.
3. **Inspection and Invoices:** Inspection on delivery and approval of vendor's invoice is the responsibility of receiving Commonwealth of Virginia Community College.
4. **Price Adjustments:** During the current term of the contract, price escalation may be allowed based on the terms and conditions of the VASCUPP Contract.
5. **Renewals:** This contract has two additional one-year renewal options.

III. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that their bid and subsequent contract award was made without collusion or fraud and that they did not offer or receive any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their bid and subsequent contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that they do not and will not during the performance of the contract for the purchase of goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of

Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following

receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- I. **PRECEDENCE OF TERMS:** This Addendum shall take precedence over any provision of the Cooperative Contract that limits or is inconsistent with this Addendum. If there is any inconsistency within this Addendum, such inconsistency shall be resolved in the following order of precedence: (1) the "SCOPE" provision and this "PRECEDENCE OF TERMS" provision; (2) the General Terms and Conditions titled "VENDORS MANUAL," "APPLICABLE LAWS AND COURTS," "ANTI-DISCRIMINATION," "ETHICS IN PUBLIC CONTRACTING," "IMMIGRATION REFORM AND CONTROL ACT OF 1986," "DEBARMENT STATUS," "ANTITRUST," "PAYMENT," "DRUG-FREE WORKPLACE," "eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION," "AVAILABILITY OF FUNDS," and "AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH"; (3) any Special Terms and Conditions set forth in this Addendum; (4) General Terms and Conditions of this Addendum other than those specifically listed above in this Section; (5) the provisions of the Cooperative Contract.
- J. **QUALIFICATIONS OF CONTRACTOR:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods and the contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The Commonwealth further reserves the right to reject any contractor if the evidence submitted by, or investigations of, such contractor fails to satisfy the Commonwealth that such contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- K. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to

by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- O. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- P. **TRANSPORTATION AND PACKAGING:** Contractor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- Q. **INSURANCE:** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

V. **CURRENCY:** The contractor shall state prices in US dollars.

W. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor

organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IV. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Commonwealth of Virginia entities will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that (name of agency/institution) has purchased or uses any of its products or services, and the contractor shall not include (name of agency/institution) in any client list in advertising and promotional materials.
- B. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AUTHORIZED CONTRACT USERS**: This optional use Cooperative Contract is on behalf of the Commonwealth of Virginia, its agencies, boards, commissions, institutions, political subdivision, and other public bodies authorized by the § 2.2-4304 of the *Virginia Public Procurement Act of the Code of Virginia* to purchase from state contracts or cooperative contracts.

Participation under this contract is limited to Commonwealth of Virginia Community Colleges. The contractor agrees to supply all Commonwealth of Virginia Community Colleges based upon the same terms, conditions, and prices.

Each Commonwealth of Virginia Community College, as a state entity, that uses this contract will be treated as if they were individual customers. Each Commonwealth of Virginia Community College will be responsible for their own charges, fees, and liabilities. The contractor shall bill all charges, fees, shipping if applicable, and liabilities to the Commonwealth of Virginia Community Colleges.

- D. **CONTRACTOR RESPONSIBILITY**: The Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of this contract and price agreement. The Authorized Commonwealth of Virginia Community Colleges will issue purchase orders and make payments to the Contractor.
- E. **DELIVERY AND MINIMUM ORDER**: Delivery and minimum order shall be in accordance with the Cooperative Contract.
- F. **PAYMENT OPTIONS**: Authorized Contract Users pay by check, electronic funds transfer, or with the Commonwealth's and Public Bodies' authorized procurement (charge) card. Contractor(s) should be able to accept the Commonwealth's and Public Bodies' card for single purchases under \$5,000 per transaction. Some Commonwealth Agencies and Public Bodies have charge cards that exceed the \$5,000 transaction limit so the contract shall have the ability to accept those with higher limits. The Commonwealth's current charge card is Bank of

America.

- G. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments shall be as permitted under contract as per Cooperative Contract terms and conditions.
- H. **PUBLIC RECORDS:** Ordering agencies will be responsible for maintenance of their own records and will upon request under § 2.2-4342 *Virginia Freedom of Information Act* provide those records to the requestor.
- I. **RENEWAL OF CONTRACT:** Renewals under this contract shall be based on renewal terms and conditions of the Cooperative Contract.
- J. **REPORTS:** On a quarterly basis, the contractor shall submit to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply statements or reports covering the total dollar volume of purchases made under this contract for all eligible entities within the Commonwealth. The quarterly report is due by the 20th of the month following the end of the quarter. In addition, the total number of each item ordered, the item cost, by ordering agency under this contract for all eligible entities within the Commonwealth.
- K. **SERVICING SUBCONTRACTORS:** Contractor may use subcontractors for the performance of local marketing, warranty, delivery, installation, or technical support in accordance with the terms and conditions of this Cooperative Contract and price agreement.

Servicing subcontractors may not directly accept purchase orders, or payments for products or services from the Authorized Contract Users under the terms and conditions of the contract and price agreement unless authorized by the contractor.

- L. **TAXES:** Sales to the Commonwealth of Virginia and political subdivision in Virginia are normally exempt from State sales tax. Contractor may request a copy of ordering agency tax exempt certification.
- M. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
 - c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
 - d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order

is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- N. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

V. **PARTICIPATING CONTRACTOR:**

Amtek Company, Inc.
1244 Ritchie Highway, Suite 10
Arnold, MD 21012

Phone: (800) 926-8359; (410) 315-9260
Fax: (410) 315-9249
Contact: Rich Sykes

Swam Status: Small Business
eVA Vendor ID: C10605

Email: rsykes@amtekcompany.com
Website: <http://www.amtek3d.com> and
<http://www.amtekcompany.com>

VI. CONTRACT SUMMARY SHEET:

| | |
|--|---|
| VENDOR: | AMTEK COMPANY, INC. |
| Equipment Offered: | INDUSTRIAL & LABORATORY-BASED FABRICATION, TESTING AND TRAINING EQUIPMENT AND ACCESSORIES. ALL GOODS AND SERVICES SOLD BY, OR IN CONJUNCTION WITH, AMTEK ARE CONSIDERED GOODS AND SERVICES COVERED BY THIS AGREEMENT. |
| Minimum Order: | NO MINIMUM ORDER. |
| Discount: | MINIMUM DISCOUNT OF 5% OFF THE MANUFACTURER'S SUGGESTED RETAIL PRICE ("MSRP"). HOWEVER, SEE ORIGINAL COOPERATIVE CONTRACT UNDER, "AMTEK COMPANY DISCOUNT STRUCTURE", FOR ADDITIONAL DISCOUNTS. |
| Inside Delivery | AMTEK OFFERS FREE SHIPPING ON ALL PRODUCTS, INCLUDING INSIDE DELIVERY (WITH THE EXCEPTION OF RUSH ORDERS.) SEE ORIGINAL COOPERATIVE CONTRACT. |
| Guaranteed Delivery | SEE ORIGINAL COOPERATIVE CONTRACT. |
| Warranty | SEE ORIGINAL COOPERATIVE CONTRACT UNDER, "GENERAL WARRANTY STATEMENT" (AT END OF "GENERAL DISCOUNT SCHEDULE SERVICES") |
| <p>Orders should be directed to:</p> <p>Name: Rich Sykes 1244 Ritchie Highway, Suite 10 Temple, TX 76504</p> <p>Phone: (800) 926-8359 (410) 315-9260</p> <p>Fax: (410) 315-9249</p> <p>E-mail: rsykes@amtekcompany.com</p> <p>Website: http://www.amtekcompany.com and http://www.amtek3d.com</p> | |
| Additional services offered by contractor | None offered |