COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTG-2316-2024

This contract entered into this 11th day of July 2024 by Instron hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Research and Scientific Equipment, Supplies and Related Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From August 1, 2024 through July 31, 2026 with the option for four (4) two-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, the PAC agreement, Request for Proposal (RFP) number 952642405 dated March 27, 2024, together with Addendum Number 1 To RFP dated April 16, 2024, the proposal submitted by the Contractor dated May 16, 2024 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.

DS DS

(Initials)

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor
By: DocuSigned by: John Reskusich 6734C5A6ACF8462...
(Signature)
John Reskusich
Name and Title
Compliance and Contract Specialist

Virginia Tech
By: DocuSigned by: Mary Helmick 45C0F5F337E04D0...
Mary W. Helmick
Director of Procurement

Request for Proposal # 952642405

For

Research and Scientific Equipment, Supplies and Related Services

March 27, 2024

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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment

RFP # 952642405, Research and Scientific Equipment, Supplies and Related Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until **May 2, 2024 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231- 7852 e-mail: lhenry29@vt.edu . All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 12, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

Please note, proposal submission procedures have changed effective March 2023.

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions**. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____ Date: _____

9/29/2021

[INCLUDE THIS PAGE]

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish term contracts to provide research equipment, supplies and related services through competitive negotiations on behalf of member institutions of The Virginia Higher Education Procurement Consortium (VHEPC) and executed by the Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

VHEPC member institutions regularly purchase a wide variety of research items to carry out their mission. These items include, but are not limited to research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services.

If your firm currently has an existing cooperative contract with a Virginia State Entity you do not need to respond to this solicitation. This is to avoid duplication of contracts among the VASCUPP members. If you have an existing cooperative contract please notify the Contract Officer listed in this solicitation and a bridge agreement may be established to increase visibility of that contract at Virginia Tech. The purpose of this solicitation is to provide opportunities to vendors who do not have an existing term contract with the Commonwealth of Virginia.

II. VIRGINIA HIGHER EDUCATION CONSORTIUM (VHEPC)

By utilizing strategic sourcing principles and the collective buying power of Virginia's Higher Education institutions, the Virginia Higher Education Procurement Consortium seeks to identify opportunities, leverage vendors, and recommend courses of action in order to further the strategic sourcing initiatives of the member schools. Founding membership includes 12 senior Virginia Public Higher Education institutions, as well as the Virginia Community College System. In 2016, VHEPC welcomed an additional school to the fold bringing the total membership to 13 senior Colleges and Universities. The PAC agreement included in attachment C will be incorporated into any awarded contracts from this solicitation as a result of this participation.

III. LEAD INSTITUTION (VIRGINIA TECH)

Virginia Tech is serving as the lead institution for the procurement of the Request for Proposal. All communications should be strictly with the Contracting Officer of the lead institution. Contacting other institutions within the VHEPC to inquire or solicit information relating to this RFP will result in a firm's proposal being rejected.

IV. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: https://www.sbsd.virginia.gov/

V. CONTRACT PERIOD:

The term of this contract is for two year(s), or as negotiated. There will be an option for four (4) two-year renewals, or as negotiated.

VI. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

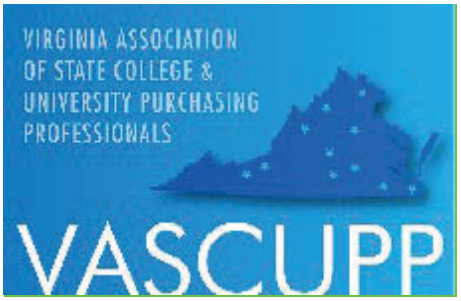
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: https://eva.virginia.gov/, or call 866-289-7367 or 804-371-2525.

VII. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VIII. STATEMENT OF NEEDS/SCOPE OF WORK:

A. Virginia Tech desires to partner with contractors to provide quality research equipment, supplies, related items, and services. Offerors are encouraged to submit proposals for any or all of the product categories they can provide. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from Virginia Tech personnel.

B. Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination). Pricing may be adjusted downward at any time and upward annually to reflect changes in manufacturers pricing. Contractor must provide full price files to Virginia Tech in either Access or Microsoft Excel to support price increase requests. Virginia Tech has 30 days to review price increase requests and reserves the right to challenge increases based on CPI or other relevant market data.

C. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.

D. Addition of new lines of products and services: It is important to have the flexibility in this contract to allow for future events that add value to the relationship. Examples include, but are not limited to, the addition of products and services that are new to the marketplace; the addition to the distribution chain of a new supplier and the acquisition of a complimentary company.

E. Volume and Growth Incentives: In order to support the growth of the partnership, we look for preferred suppliers to provide financial incentives, payable to the institution at the close of each contract year.

F. Substitutions of alternate items of products ordered are only allowed with Virginia Tech's prior approval. If a product is not available in a given package size, Virginia Tech will have the option to purchase another size at the same or lower unit price.

G. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The Contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance.

H. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from

the Contractor should be provided to Virginia Tech as an option and priced as discounted off list price.

I. Sustainability: The Contractor is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.

J. Minimum Order: There shall be no minimum order requirement.

K. Additional Charges: The Contractor shall not add additional fees except as allowed by contract terms.

IX. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and envisioned company changes including planned technological advances and acquisitions.

2. If applicable, provide the link to your complete electronic catalog containing all available items being offered. Include published price list or instructions on how to access published price list electronically.

3. List all contact information for ordering, invoicing, customer service, etc.

4. Describe experience in working with various departments at educational institutions similar to Virginia Tech. Include method of collaboration for individual orders.

5. Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. **All orders shall be FOB destination**. Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.

6. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.

7. Describe return policy and identify any associated costs. Any costs to be specified in Attachment B Pricing Schedule.

8. Describe the process for replacement of defective, broken, or damaged items.

9. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.

10. Identify any other goods or services being offered to Virginia Tech and associated costs as specified in Attachment B Pricing Schedule.

11. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

    If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at http://www.sbsd.virginia.gov/

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

    a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Bonfire online submission portal. Refer to page 2 for instructions.

    Any proprietary information should be clearly marked in accordance with 2.d. below.

    b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked *"Redacted Copy"* within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

    No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

    a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

    b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

    c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page,

the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

X. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

Criteria	Maximum Point Value
1. Quality of products/services offered and suitability for the intended purposes	30
2. Qualifications and experiences of Offeror in providing the goods/services	20
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

XI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: http://www.procurement.vt.edu/vendor/wellsone.html or contact the procurement officer identified in the RFP.

XIII. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at http://www.apps.vpfin.vt.edu/html.docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVII. CONTRACT ADMINISTRATION:

A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

C. Levi Henry, Buyer Senior, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVIII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B – Pricing Schedule
Attachment C – PAC Agreement

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See: http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_09242021.pdf

ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES**: The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

2. **AUDIT**: The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

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

4. **CANCELLATION OF CONTRACT**: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. **CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

6. **IDENTIFICATION OF PROPOSAL EMAIL**: Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to https://procurement-vt.bonfirehub.com/. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 1000MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.

7. **NOTICES**: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.

8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

9. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS**: For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING**: In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. **ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

3. **INSURANCE**:
   By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
   During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.
   INSURANCE COVERAGES AND LIMITS REQUIRED:
   A. Worker's Compensation - Statutory requirements and benefits.
   B. Employers Liability - $100,000.00
   C. General Liability - $2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
   D. Automobile Liability - $500,000.00
   E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

   F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract

4. **LABELING OF HAZARDOUS SUBSTANCES**: If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended,

or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

5. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA**: By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: http://clc.com/Licensing-Info.aspx*.

6. **MATERIAL SAFETY DATA SHEETS**: Material Safety Data Sheets and descriptive literature shall be provided with the Proposal/Bid for each chemical and/or compound offered. Failure on the part of the offeror/bidder to submit such data sheets may be cause for declaring the Proposal/Bid as nonresponsive.

7. **ORDERS**: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

8. **PRICE ESCALATION/DEESCALATION**: Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

   The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

   "Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

9. **SPECIAL OR PROMOTIONAL DISCOUNTS**: The Contractor shall extend any special promotional sale prices or discounts immediately to Virginia Tech during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

10. **SIDEWALK POLICY**: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

11. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

12. **WARRANTY (COMMERCIAL)**: The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation.

Attachment B

Pricing Schedule

The offeror shall provide pricing for all proposed categories and/or items for research equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. The pricing schedule should include percentage off list price for specific manufacturer/product lines or percentage discount off catalog. The following sample shall be used: Category/Item, Manufacturer, and Discount Off List Price.

Category/Item	Manufacturer	Discount off List Price

Attachment C
AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this [Date] day of [Month, Year] by and between [VASCUPP MEMBER NAME], ("the University") and [Supplier NAME] ("Supplier").

TERM

The term of this Publicly Accessible Contract ("PAC") shall remain in effect until the expiration or termination of the Primary Agreement.

WITNESS

WHEREAS, the University and Supplier have executed an agreement, [CONTRACT NUMBER], dated [CONTRACT DATE] (the "Primary Agreement"), and included in the Primary Agreement is a third party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Supplier will:

- A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement ("Third-Party Access").
- B. Pay the Virginia Higher Education Procurement Consortium ("Consortium") one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the "PAC Annual Fee"). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
- C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
- D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.

II. The University will ensure the Consortium:

- A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
- B. Maintains a Supplier-approved version of the Supplier's logo on the Consortium website.

III. Payment

- A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31st of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

If the Primary Agreement expires or terminates before August 31st, Supplier shall remit the PAC Annual Fee no later than 45 calendar days from expiration or termination date of the Primary Agreement.

B. Supplier shall remit the PAC Annual Fee by check in U.S. dollars. Checks will be made payable to the University of Virginia and sent to:

Procurement Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

Note 'PAC payment' on check.

IV. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by electronic mail, on the next business day of the receiver. All such notices will be addressed to a party at such party's address as shown below.

If to the University:

[Lead School Procurement Director]
[Lead School Procurement Address & Contact Info]

If to [Supplier]:

[Supplier Contact]
[Supplier]
[Address]
Email: [Supplier Email]

ACCEPTANCE

For [Lead Institution]	**For [Supplier]**
[Lead Procurement Director] [Lead Job Title]	[Supplier Contact] [Supplier Contact Title]
Date	Date

Agreement #: [Contract-Number]-PAC

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

DATE:	April 16, 2024
TO:	All Offerors
FROM:	Levi Henry, Contracting Officer
TOTAL PAGE(S):	1 Page (not including attachments)
SOLICITATION TITLE:	Research and Scientific Equipment, Supplies and Related Services
SOLICITATION NUMBER:	952642405

I. CLARIFICATIONS AND ADDITIONAL INFORMATION

The deadline for proposal submission has been extended from May 2, 2024 @ 3:00 PM EST to **May 16, 2024 @ 3:00 PM EST**.

II. REQUESTS FOR INFORMATION

1. Is free shipping a requirement or can we propose FOB Shipping, pre-paid and added?

   Virginia Tech Response: Free shipping is preferred. However, if this is not possible, FOB Destination Pre-paid and added can be accommodated.

2. Is it a requirement to use eVA?

   Virginia Tech Response: Any offerors that are awarded a contract shall be required to be eVA registered.

3. Is it a requirement for us to accept the PAC? If it is, is the PAC language negotiable?

   Virginia Tech Response: VHEPC has seen great success with Publicly Accessible Contracts over the last four years, in terms of wider contract adoption and increased revenue for our vendors, and PAC fees for our members and the consortium itself. However, it is not a requirement to accept the PAC, and the PAC language is negotiable.

4. What is the projected value of the award?

   Virginia Tech Response: There is no estimated value of the award. Virginia Tech cannot guarantee a minimum amount of business for any term contract awarded from this solicitation.

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May 15, 2024

Levi Henry
Buyer Senior
Procurement Department
North End Center, Suite 2100
300 Turner Street NW, Blacksburg, VA 24061

Henry,
I am pleased to submit Instron's response to Virginia Polytechnic Institute and State University (Virginia Tech) RFP 952642405, as amended by Addendum 1 of April 16, 2024.

We feel any of our testing instruments and software with accompanying accessories and services will easily exceed your expectations in the field of mechanical testing at VA Tech or any of the other colleges in VASCUPP/VHEPC. I look forward to hearing from you.

Should you have a need for additional information or if you have questions, please do not hesitate to contact me at (781) 575-5323 or via e-mail at john_reskusich@instron.com.

My highest regards,

John Reskusich
Compliance and Contract Specialist

Attachments:
1. Instron signed Proposal Submission page for Virginia Tech RFP 952642405 signed May 15, 2024
2. Instron Submission Details for Virginia Tech RFP 952642405 dated May 15, 2024

RFP # 952642405, Research and Scientific Equipment, Supplies and Related Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until **May 2, 2024 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Levi Henry, Phone: (540) 231- 7852 e-mail: lhenry29@vt.edu . All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on April 12, 2024. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

Please note, proposal submission procedures have changed effective March 2023.

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions**. Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

AUTHORIZED SIGNATURE: _____ Date: May 15, 2024

Compliance and Contract Specialist
Instron, a division of Illinois Tool Works Inc.

9/29/2021

[INCLUDE THIS PAGE]

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Attachment (2)

May 15, 2024

Instron Submission Details for Virginia Tech RFP 952642405

Enclosures:

1) Instron® at a Glance
2) Instron Company Information Sheet
3) Instron ISO 9001 Certificate
4) Instron ISO 17025 Certificate
5) Summary of Expertise and Qualifications of Instron Employees
6) Instron Contact Data Sheet
7) Pricing Schedule
8) Customer Responsibilities for New Systems
9) List of Product Brochures
10) Sample Quotation
11) Sample Invoice
12) Instron Service Agreement Options

Introduction and Scope of Supply. The information contained in this proposal is Instron's plan and approach to supplying scientific equipment, supplies, and chemicals for Virginia Tech on behalf of The Virginia Higher Education Procurement Consortium (VHEPC) through Virginia Tech RFP 952642405. While the VA Tech's needs are quite broad covering all categories and types of scientific equipment and supplies, Instron is ***only*** capable of directly supporting ***mechanical testing of materials*** which many academic departments undertake in their educational and R&D efforts.

Instron is registered in eVA and in the Ariba portal. However, we do not have a connection in Ariba with any VA colleges or universities. To effect the connection, please send an invitation to Dawn_Chinsky@instron.com. Our Ariba ID is [redacted].

Background. Instron has been in business continuously since it was incorporated in the Commonwealth of Massachusetts in 1946 as Instron Corporation. Enclosure (1) is a brief - very brief – document describing the products and services we provide and are available to our customers. I have included a one-page business summary of Instron in Enclosure (2).

We are the premier manufacturer of and service provider for mechanical testing instruments and software and have been ISO-9001 certified since 1995 [See Enclosure (3)]. Instron currently has a service force of over 125 field service engineers (FSE's) in North America and is certified by NVLAP to ISO 17025 for calibration services. A copy of our ISO 17025 Certificate is in Enclosure (4).

We typically have had two FSE's to directly support VA Tech; however, one of the FSE's retired recently. The entire Central Appalachian Region is supported by 10 FSE's who could then assist and support the primary FSE's assigned to VA Tech as the situation warrants. Please see Enclosure (5) for a brief summary of the professional background of our sales and service employees who would be supporting VA Tech under a contract. Their contact information is in the Offeror Data Sheet in Enclosure (6).

In 2005, we were acquired by Illinois Tool Works, Inc. (ITW, Inc.) and made one of its divisions in 2006. ITW is a publicly-traded company on the New York Stock Exchange and a Fortune 150 company with revenues in excess

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of $15 billion annually. Being part of the ITW family of companies has given Instron a solid financial stability for continued customer support and growth. Please visit www.itw.com for additional information.

Instron operates manufacturing facilities in the US, UK, and Italy offering mechanical testing systems in 7 fundamental areas: electromechanical (US), dynamic and fatigue (UK), static hydraulic (US), impact (Italy and US), rheological (Italy), torsion (US), and thermomechanical (Italy), along with our Engineered Solutions Group (ESG) for custom products and automation syste [Hardness testing systems are available through Buehler, another ITW company. They also supply sample preparation and imaging and analysis products. Their web site is www.buehler.com.]

Instron has been in business for 78 years with our first test instrument designed and developed in 1946 to support the U.S. Navy. Our systems are used in every industry and business and at colleges and universities throughout the world in scientific educational purposes and in research and development. They are used to study materials in the fields of mechanics, metallurgy, plastics and polymers, aeronautical engineering, civil and construction engineering, nuclear engineering, biomechanics, and biomedical, to name just a few. Thus, our sales engineers have interacted with the full gamut of mechanical testing operators and personnel.

Proposal and Approach.

The RFP requested that bidders provide a detailed price list or a link to an online electronic version to meet the needs of the contract for ordering scientific equipment and supplies. Our testing systems are capital equipment purchases. They are not stocked in our warehouse; but, are made to order based on the specific needs of each customer request. Therefore, we cannot provide any type of Price List as part of our Proposal.

However, for machine orders ***for electromechanical (EM) testing instruments we can offer a minimum discount of 20%***. Orders for other types of testing instruments (dynamic, fatigue, static hydraulic, impact, etc.) shall be the subject of separate discussions and negotiations when VA Tech places an order request. Please see the section below on Instron Services for a discussion about service pricing. Pricing summary information is available in the Pricing Schedule in Enclosure (7).

The following information further describes our commercial terms for this RFP:

- *Shipping Terms:* FOB Destination, Pre-paid and Added (VA Tech, Blacksburg, VA).
- *Shipping Costs:* Will be included in each Quotation for delivery FOB Destination, Pre-paid and Added.
- *Payment Terms:* NET 30 days of invoice date and acceptance by VA Tech.
- *Delivery of goods:* Lead times vary depending on the product being purchased, plant utilized for manufacture, plant capacity at the time of order placement, and the volume of orders in front of VA Tech.
    - Machines, though standard products, are not stocked; but are built to order. Their lead times can be as short as 4 weeks or as long as 6 months.
    - Some accessories are stocked at Instron; therefore, their availability may be relatively quick (within a few days of order placement or overnight if immediately needed and available).
    - Our testing instruments are palletized and crated in heavy cardboard or plywood for shipment. Upon delivery to VA Tech's receiving dock, we expect your facilities personnel to uncrate/unpack *only the testing instrument and move it to its ultimate location where it will be*

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installed. All small boxes should be kept with the machine; but, left sealed to avoid damage or loss to small components or pieces in the order. If VA Tech does not have the capability to perform the final movement and placement after delivery, we can discuss and negotiate the services of a moving and rigging company to perform the transfer as a subcontractor to Instron. We would utilize the services of a moving company that is SWaM certified.

- *Standard Warranty:* Our standard warranty is one-year factory warranty on parts and labor from acceptance for machines or upon delivery for accessories with no installation services.
    - The process for replacement of defective, broken, or damaged items during installation or during the 12-month warranty period are similar.
        - If a part or component is discovered to be damaged or not functioning at the installation, the FSE performing the installation will contact our Customer Service Center in Norwood, MA, for a replacement item for immediate shipment and overnight delivery.
        - If, during warranty, a part or component is discovered by the customer or end-user to be damaged or not functioning, the customer or end-user should call our Customer Service Center at (800) 473-7838, for a replacement item for shipment and delivery as expeditiously as possible.
    - Extended warranties on machine orders are available as an option at the time of purchase or prior to the expiration of the standard factory warranty. Labor and part repair or replacement would again be at no-charge to VA Tech.
    - Service contracts for extended service support following warranty to perform annual maintenance and/or on-site calibration is available from our Service Dept. Labor and part repair or replacement would be dependent on the type of contract purchased.
- *Brochures.* The breadth and depth of our product offerings make supplying brochures with our proposal unwieldy. However, Enclosure (8) contains a list several documents and brochures of several of our more popular products and services. This list contains links to our web site (www.instron.com) for your convenience. I invite you and your associates to visit our web site for a more complete and in-depth library of brochures, pamphlets, and web pages that may interest you on products and various testing topics.

- *Site Preparation and Customer Responsibilities:* When a new testing instrument is purchased from Instron, there are certain actions and responsibilities each customer is expected to perform and be responsible for BEFORE the actual delivery of the order so that the customer's facility and site are ready. In Enclosure (9), you will find a document summarizing the customer's responsibilities for preparing his or her site to ensure it is ready for the machine and our FSE who will install and commission the system as expeditiously as possible such that, when the FSE is completed, the machine can be utilized to its fullest extent immediately.
- *SWaM Utilization Plan.* We are a full-service supplier of testing systems. We normally do not subcontract any portion of our services.
- *Installation.* All orders for our testing instruments include installation services in the price of the machine. Depending on the complexity and size of the order, the installation will take about 3-5 days once our FSE comes to VA Tech's site. Installation will include inventory the order, set up and make all system connections, ensure system is operable, calibrate and verify load cells and other transducers

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in the order, provide basic familiarization and test method development training, and perform operability tests as necessary. The basic familiarization and test method development training is designed for 3 customer operators over a total period of 12 hours. Additional advanced training may be purchased at an added charge.

- *Instron's Product Return Policy.* All returns are subject to the terms and conditions of the original sale. **Custom items are easily identified with a 'CP' prefix in their item number. Custom items are not eligible for return, unless factory authorization is obtained.** Items being returned require a Return Material Authorization (RMA) Number prior to the return. To obtain the RMA Number, please contact Instron's Inside Sales Department at (800) 564-8378. The RMA Number must appear on the outside of the package and all pertinent paperwork must be enclosed; otherwise, Instron will not accept the return and the package will be returned. If an order is shipped in error by Instron or by its supplier, the item must be returned in new and unused condition in the original packaging. Standard items may be returned within 45 days of receipt. If, after inspection, Instron determines that the items are salable as new and unused products, then full credit will be issued. Otherwise, Instron reserves the right to charge a minimum of 20% of the items' original order value in refurbishment and re-stocking charges and to limit the credit for the return to the fair value of the items being returned. Original Equipment Manufacturer (OEM) computers and printers purchased from Instron are not eligible for return.
- *Sales at VASCUPP Institutions.* Below is a summary of Instron sales to VASCUPP institutions since 2016.

	Total Sales	*2016*	*2017*	*2018*	*2019*	*2020*	*2021*	*2022*	*2023*	*2024*
Total	$2,605,323	$378,316	$326,865	$344,622	$426,171	$286,401	$353,338	$117,094	$286,590	$85,926
VA Tech	$1,504,733	$338,169	$2,180	$319,190	$175,056	$46,364	$302,503	$110,297	$210,974	$0
VCU	$313,065	$0	$56,310	$5,640	$251,115	$0	$0	$0	$0	$0
UVA	$295,988	$0	$138,861	$19,792	$0	$6,963	$50,835	$6,797	$72,740	$0
VMI	$216,550	$0	$1,900	$0	$0	$214,650	$0	$0	$0	$0
GMU	$154,725	$27,111	$127,614	$0	$0	$0	$0	$0	$0	$0
JMU	$98,962	$13,036	$0	$0	$0	$0	$0	$0	$0	$85,926
ODU	$21,300	$0	$0	$0	$0	$18,424	$0	$0	$2,876	$0

- *Sample quotation and invoice* are provided in Enclosures (10) and (11), respectively. The Quotation was one actually provided VA Tech a few weeks ago. The sample invoice is for an order a university placed for accessories last year.
- *Instron Trade-In Program.* The test instruments Instron has been manufacturing are durable pieces of capital equipment. They are a significant investment and can be expected to be in service for a great number of years, as long as they are maintained properly and operated safely. While we attempt to maintain a Technological edge by making electronic retrofits and software upgrades available; some test instruments themselves may not be serviceable and repairable except at great cost to continue supporting and developing properly engineered part replacements at a reasonable price for our customers to pay.
    - In those cases where continued support is no longer feasible or the customer desires to 'trade-up' to a current testing system, we have a 'trade in' program taking older systems in trade as an allowance on the purchase of a more current, in-production model.

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  - Any name brand universal or impact testing machine (hydraulic or electromechanical), regardless of condition, qualifies for a trade-in allowance. Home-built systems are not accepted.

- *Instron Services.* Instron's Service Department provides our customers with a full array of support including on-site service, Technical support, calibration, maintenance, on-site and factory repairs, and training. In Enclosure (12), you will find a full array of services Instron products. There are various services to meet our customer's needs. They may be purchased as one-time Scheduled Services or as part of one of our Service Agreements.
  - Under our two most popular service plans (Cal Plus and Comprehensive), services are available at a discount off their list price.
    - The price for these Service Agreements are offered at:
      - 0% off list price if purchased for a one-year term,
      - 5% off list if purchased for a term of 2 years, or
      - 7% off list price if a 3-year term is purchased.
  - Additionally, when services are purchased as part of a machine order, there is a built-in discount because these installation-related service items are either included in the price of the machine *OR* there are efficiencies made when services are provided when bundled with machine orders.
  - Time-and-material services for the repair of machines and accessories outside of warranty or not under a service agreement are not discounted.

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The difference is measurable®

INSTRON® AT A GLANCE

High-Quality Products, Expert Support and World-Class Service

The Instron brand is widely recognized for producing some of the most accurate, responsive, and secure materials systems in the world. With seated members on international compliance boards and a global network of experienced and skilled service technicians, Instron backs each system with all the resources necessary to support it throughout its lifetime. For over 75 years we have been proud to design some of the most advanced, high-quality equipment in the materials testing industry.

Electromechanical Test Systems

Electromechanical or universal systems can be configured to perform tensile, compression, flexure, shear, peel, tear, and other tests. Applications range from testing the texture of food products to testing the reliability of microelectronic components and the strength of ceramics at extremely high temperatures.

Dynamic & Fatigue Test Systems

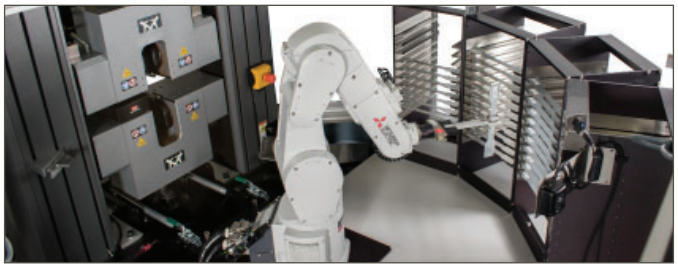
Electrodynamic and servohydraulic testing systems provide the capability to test materials and components in cyclic fatigue to either characterize materials or to simulate long-term operation. Applications range from testing bio-mechanical devices to testing aircraft components under thermo and mechanical loads simultaneously.

Rheology Test Systems

From basic Melt Flow Testers for quality control to advanced Capillary Rheometers for research and development, our rheology systems determine the flow properties of thermoplastic polymer melts.

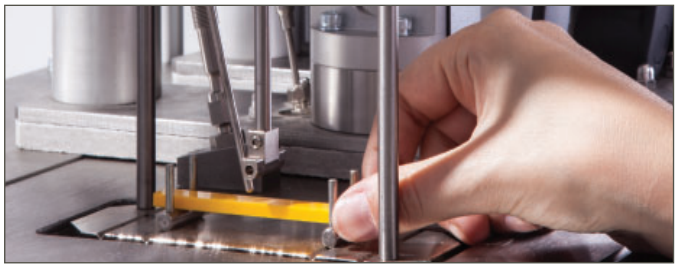
Crash Simulation Test Systems

Instron is a market leader in crash simulation sled systems with over 80 facilities installed worldwide. The crash simulators are capable of reproducing a wide range of standardized and user-defined crash tests, while Instron's acceleration sled systems are used for the development and approval of vehicle safety systems and parts.



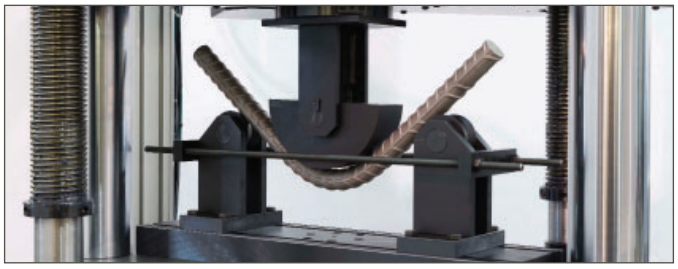
Automated Testing Systems

Automated testing systems are designed to increase safety, repeatability, and throughput while reducing the need for operators to perform repetitive tasks. Automated systems can be pre-loaded with specimens and run for hours without operator intervention.



Thermo-Mechanical Test Systems

Thermo-Mechanic systems are used to characterize the behavior of plastic materials at high temperatures, measuring the heat deflection temperature (HDT) and the Vicat softening temperature (Vicat).

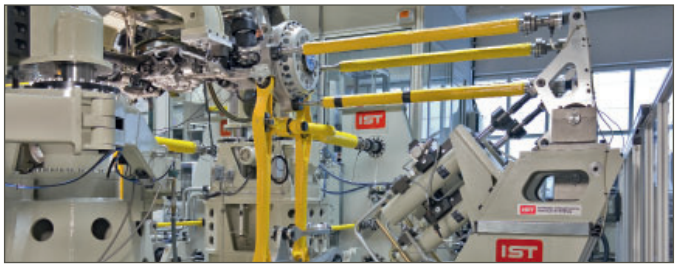


Static Hydraulic Test Systems

Developed for high-capacity testing, the Industrial Series uses cost-effective hydraulics to provide the forces necessary for static tension, compression, and bend testing. These systems are commonly used to test metal samples, concrete, rebar, tube, wire, steel bar, steel plate, and fasteners.

Impact Test Systems

Impact systems determine the energy absorption characteristics of materials and structures. These systems are designed to provide impact energies from under 1 Joule to in excess of 27,000 Joules. Methods of impact include pendulum, drop weight, and spring-assisted models.



Structural Test Systems

Test and simulation systems bring the road directly into your laboratory, enabling the accelerated simulation of the full service life of a vehicle under repeatable, controlled conditions. Solutions range from simple, single-channel component test rigs to systems enabling a complex simulation of virtually all loads acting on a vehicle or structure. A modular concept allows individual test rig components to be tailored to specific requirements.

Services and Support

Instron Service is dedicated to providing the most accurate, highest quality services and technical expertise throughout the life of your testing system. Instron Service strives to give each customer the best possible experience through an unmatched level of professionalism and efficiency delivered by one of our regularly trained and courteous engineers local to you.

www.instron.com

INSTRON®

Worldwide Headquarters
825 University Ave, Norwood, MA 02062-2643, USA
Tel: +1 800 564 8378 or +1 781 575 5000

European Headquarters
Coronation Road, High Wycombe, Bucks HP12 3SY, UK
Tel: +44 1494 464646

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Instron Company Profile

Instron® manufactures, markets, and services materials testing instruments, systems, software, and accessories used to evaluate the mechanical properties and performance of metals, plastics, composites, textiles, ceramics, rubber, biomedical, adhesives, and other materials. Research scientists, design engineers, and quality control managers in industry, academia, and government use Instron's applications technology. Due to the scope of its international operations and range of products, Instron is considered to be the world's leading full-service materials testing company.

Headquarters: Instron headquarters, North American operations, is located in an 110,000-square-foot building, with 40,000 square feet dedicated to manufacturing, at 825 University Avenue, Norwood, MA 02062-2643.

Location:
825 University Avenue
Norwood, MA 02062-2643
Telephone: (781) 828-2500
Fax: (781) 575-5725

Management:

Executive Vice President, ITW Test & Measurement	Patricia A. Hartzell
Group President, ITW Test & Measurement	Mark Thibeault
Vice President and General Manager	Timothy Haynes
Director of Sales, Americas	Jeff Shaffer
General Manager, Services	John Durkin
Director of Quality	Audrey Gorgone
Director of Operations	Thiago Labegalini

History: Instron Corporation was originally formed on March 15, 1946, as a Massachusetts corporation. Instron was acquired by Illinois Tool Works Inc. (ITW Inc.) in October 2005 and fully merged into ITW on December 31, 2006. Since then, Instron is referred to as: Instron, a division of Illinois Tool Works Inc. (ITW Inc.).

Corporation: ITW was incorporated on June 19, 1961, as a Delaware corporation traded on the NYSE ('ITW'). ITW's headquarters is located at 155 Harlem Avenue, Glenview, IL 60025. Web site is www.itw.com. Main phone is (224) 661-8870.

Reference Info:

FEIN	
SAM Unique Entity ID (UEI)	
SAM Registration	Active; Expires November 12, 2024
Instron DUNS Number	
CAGE Code	80160
SIC Code	3829 (Measuring & Controlling Devices) 3826 (Analytical Instruments)
NAICS Code	334519 (Other Measuring and Controlling Device Manufacturing) ***[Primary]*** 334516 (Analytical Laboratory Instrument Manufacturing) 541990 (All Other Professional, Scientific, and Technical Services) 333995 (Fluid Power Cylinder and Actuator Manufacturing) 541380 (Testing Laboratories) 811310 (Commercial & Industrial Machinery & Equipment [except Auto] Repair & Maint.)
No. of Employees	Worldwide 1,564; United States and Canada: 529

Quality Information: ISO9001:2015, Certificate No. US95/0293 for Norwood, MA. Certificates and Quality Manual are available at www.instron.us under 'Our Company' and 'About Us'.

Ordering Information: Purchase Orders should be sent to our Norwood, MA, address above or e-mailed to info@instron.com or by fax to (781) 634-0521. Payment Terms are NET 30 days from date of invoice. Our shipping terms are Ex-Works (INCOTERMS 2020). Instron materials testing systems are ECCN EAR99 products.

Web Information: URL Address: www.instron.us E-mail: info@instron.com

Financial Information: Financial information on Illinois Tool Works Inc., may be found at www.itw.com, under 'Investor Relations'.

Remittance:
Instron
75 Remittance Drive, Suite No. 6826
Chicago, IL 60675-6826

Bank Account Info: The Northern Trust Company

Trade References:

Comsonics of Mass, Inc. (DBA Shine Wire)
25 Print Works Drive
Adams, MA 01220
(413) 776-1535 (Phone)
(413) 743-7288 (Fax)
Contact: Heather Houghtaling
hhoughtaling@shinewire.com

The Steel Supply Company
5105 Newport Drive
Rolling Meadows, IL 60008
(800) 323-7571
Contact: Adrianna Gomez
a.gomez@steelsupply.com

Hiwin Technologies Corporation
12455 Jim Dhamer Drive
Huntley, IL 60142
(847) 827-2270
(630) 883-4295 (Direct)
Contact: Roxanna Rosca
roxanna@hiwin.com

Certificate [redacted]

The management system of

INSTRON

825 University Ave. Norwood, MA, 02062, United States Of America

has been assessed and certified as meeting the requirements of

ISO 9001:2015

For the following activities

Design, development, manufacture and order fulfilment carried out in the Norwood CoE on instruments, systems, and associated accessories used worldwide to determine the physical properties and characteristics of materials. Administration of Sales & Service operations in the US and Canada, including installation and training are also covered.

This certificate is valid from 12 September 2023 until 12 September 2026 and remains valid subject to satisfactory surveillance audits.

Issue 14. Certified since 31 October 1995

Authorised by
Viqaruddin Mohammed
Technical Accreditation Manager
Knowledge, North America

SGS North America Inc.
201 Route 17 North Rutherford, NJ 07070
t +1 (201) 508-3000 - www.sgsgroup.us.com

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC [redacted]

NVLAP LAB CODE: 200301-0

Instron Calibration Laboratory

Norwood, MA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Calibration Laboratories

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2024-02-28 through 2025-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

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Enclosure (5)

Summary of Expertise and Qualifications of Instron Employees

Employees supporting VA Tech.

- Sales:
  - Greg Nelson is our Senior Sales Engineer assigned responsibility for VA Tech. He is a 2010 graduate from the University of Connecticut with a B.S. in Materials Science and Engineering concentrating in Metallurgy.
    - Joined Instron in November of 2010 as Sales Account Representative.
    - Moved to Applications Engineer role in June of 2011.
    - Was appointed Associate Sales/Applications Engineer for the Mid-Atlantic Region (eastern PA, MD, DE, DC, and VA) in February of 2012.
    - Promoted to Sales Engineer in July of 2012.
    - Currently responsible for machine sales, customer satisfaction, and machine configuration for the Mid-Atlantic Sales Region.
  - Giulia MacPhee joined Instron in 1994 and has been an Account Representative in the Sales Department for the last 30 years.
    - Responsible for over-the-counter sales, customer satisfaction, and accessory configuration on customer machines for the Mid-Atlantic Sales Region.
- Service: [Training records are available on request.]
  - Jeremy Watson is our Regional Service Manager for the Central Appalachian Region (for DC, DE, MD, NC, TN, VA, and WV). Jeremy served in the US Navy from 1992-1997 as an Electronics Technician, Nuclear Reactor Operator. He joined Instron as Senior Field Service Engineer in 1997 and was promoted to Regional Service Manager in 2023.
  - Christine Hennessey has been the Service Sales Specialist for VA since 2014. After spending 13 years in Tech Support with Beth Israel Deaconess Medical Center in Boston, Christine joined Instron in 2006 as a Service Coordinator until her promotion in 2014.
  - John Weiss was hired as a Field Service Engineer (FSE) in May 2006 after serving about 6 years in the Navy in the nuclear-powered aircraft carrier, USS HARRY S. TRUMAN (CVN-75).
  - Other FSE's may be assigned as needed.

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Enclosure (6)

Instron Contact Data Sheet

Instron Business Area	*Contact and Phone No.*
Contracts:	John Reskusich, Norwood, MA; (781) 575 5323
Sr. Sales Engineer:	Greg Nelson, Philadelphia, PA; (267) 273 6724 or (781) 575 5348
Account Rep:	Giulia MacPhee, Norwood, MA; (781) 575-5218
Sales Support Administrator:	Jennifer Bottari, Norwood, MA; (781) 575-5346
Service Manager:	Justin Fry, Smithsburg, MD; (240) 688-0077 or (781) 575-5167
Regional Service Manager:	Jeremy Watson, Latrobe, PA, (724) 787-3818 or (781) 575-5313
Service Account Rep:	Christine Hennessey, Norwood, MA; (781) 575-5883 or (800) 473-7838
Field Service Engineer:	John Weiss; Virginia Beach, VA; (800) 473-7838
Billing and Invoicing:	Dawn Chinsky, Norwood, MA; (781) 575-5227
Accounts Receivable:	Kathleen Churchey, Norwood, MA; (781) 575-5531

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Enclosure (7)

Pricing Schedule

Instron provides pricing for all proposed scientific equipment, supplies, chemicals, biologicals, laboratory equipment, related items, and services. This pricing schedule includes discount percentage off the list price for specific product lines. The table below shows the minimum discounts off our list prices for the items in the specific product line.

PRODUCT LINE	*MININUM % OFF LIST*
Electromechanical (EM)	20%
Dynamic System (DS)	10%
Industrial Products (IPG)	10%
CEAST (CE)	10%
Over-the-Counter Accessories (OTC)	0%
Services (One-Time T&M, Parts, Repairs, Training)	0%
Service Contracts	0% for 1 Year 5% for 2 Years 7% for 3 Years
Additional Discount For Non-Scheduled On-Site Services if under Service Contract: • On-Site Fee For Repair • On-Site Repair Labor • In-House Repair Service • Parts Used During On-Site Visits' • Calibration After Machine Repair • Training • On-Site Test Method Development	30%
Trade-In Credit	As stated in Proposal

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Enclosure (8)

Product Brochures

We have many product brochures that are available at our web site. Incorporating them would cause this submission to grow in size making transmission difficult. The following is a list of Instron brochures in digital or electronic format easily retrievable from the associated links provided to our web site at www.instron.com . Our web site include a significant amount of information. We invite you to visit and download any documents or web pages that interest employees of VA Tech.

- 3400 Series Testers: https://www.instron.com/en/products/testing-systems/universal-testing-systems/low-force-universal-testing-systems/3400-series
- 6800 Series Testers: https://www.instron.com/en/products/testing-systems/universal-testing-systems/low-force-universal-testing-systems/6800-series
- ElectroPuls Dynamic Machines: https://www.instron.com/en/products/testing-systems/dynamic-and-fatigue-systems/electropuls-systems
- 8800 Dynamic Machines: https://www.instron.com/en/products/testing-systems/dynamic-and-fatigue-systems/servohydraulic-fatigue
- High Force Static Machines: https://www.instron.com/en/products/testing-systems/universal-testing-systems/high-force-universal-testing-systems/static-hydraulic/kpx
- System Retrofit Upgrades: System Retrofit Upgrades Brochure (instron.com)
- Drop Tower Impact Testers: https://www.instron.com/en/products/testing-systems/impact-systems/drop-weight-impact-testing-machine
- Pendulum Impact Testers: https://www.instron.com/en/products/testing-systems/impact-systems/pendulums
- Rheometers and Melt Flow: https://www.instron.com/en/products/testing-systems/rheology
- Static Testing Software: https://www.instron.com/en/products/materials-testing-software/bluehill-universal
- Dynamic Testing Software: https://www.instron.com/en/products/materials-testing-software/wavematrix3
- Video Extensometer: https://www.instron.com/en/products/testing-accessories/extensometers/non-contacting-video
- Environmental Chambers: https://www.instron.com/en/products/testing-accessories/environmental-chambers-furnaces/environmental-chambers
- Accessories Catalog (8th Edition): https://www.instron.com/en/products/testing-accessories/view-the-accessories-catalog?region=Global%20Site
- Instron Professional Services: instron-professional-services-brochure.pdf
- Instron Connect: Instron Connect | Instron
- Extend Warranty Services: Extend Your Warranty Services | Universal Testing Systems (instron.com)
- System Verification and Calibration: SystemVerificationCalibration_BrochureV1 (instron.com)
- Questions to Ask Your Calibration Provider: questions-to-ask-your-calibration-provider_pod_v1_2023.pdf (instron.com)

Other brochures are available at www.instron.com .

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Enclosure (9)

Customer Responsibilities for New Systems

1. **Customer Responsibilities:** The Customer is solely responsible for preparing the facility, laboratory, or room for the equipment purchased. The readiness of the Customer's facility is required for Instron to begin installation. Preparations may include, but are not limited to, air supply, electrical supply and regulation, cooling water, safe handling and moving equipment, structural integrity of building and floor where testing system shall be located, etc. This document shall be considered part of the Terms and Conditions for the Customer's purchase. The Pre-Installation Manual for the Equipment should be reviewed for more specific information for all new testing system purchases. Questions or requests for assistance should be directed to the Instron Service Department or Customer Service in the USA and Canada at (800) 473-7838. For outside the USA, the local Instron office or its local representative should be contacted. Contact details may be found www.instron.com .

2. **Site Preparation:** Proper site preparation is essential for expeditious and trouble-free startup of equipment during installation. The site must be prepared prior to scheduling the installation. This typically consists of the items listed below, but other items may be required depending on the equipment. An Instron Pre-Installation Manual or information packet will be sent in advance of the system and should be consulted for more detailed information. Please read the quotation carefully to ensure that the facilities in Customer's building are appropriate for the instruments being placed there.

a. *Instrument Placement:* Heavy duty support tables with sufficient load capacity to support the weight of table model testing instruments or heavy accessories are necessary. Sufficient clearance around the perimeter of the instrument must be considered before final placement, especially for floor models, to allow for adequate access for the addition or removal of certain accessories. Consult the Instron Pre-Installation Manual or contact Instron Customer Service for information on an appropriately sized table.

b. *Electrical Power:* Required by electromechanical load frames, hydraulic power supplies, temperature chambers, furnaces, controllers and computers. Electricity must be 'clean' and stable and within ± 10% of the specified voltage, unless other arrangements are made with Instron.

c. *Network and Telephone Access:* Having a network connection and telephone near the system will facilitate system updates, support, troubleshooting, and data transfer.

d. *Compressed air:* Some testing systems, such as impact testers, and pneumatically-operated accessories will require compressed air supplied at a nominal 90 psi (6 bar or 620 kPa) air with an air regulator, water trap, and filter. Consult Instron's equipment manual or Instron Customer Service for the specific pneumatic pressure requirements for the products being purchased.

e. *Environment:* The necessary environment for Instron equipment is generally +10° to +38°C (+50° to +100°F), 10% to 90% humidity (non-condensing). The environment should be draft-free and stable.

f. *LN2 or CO2:* Required for environmental chambers with cooling options. Cryogen gas extraction will also be required.

g. *Water:* Required for most hydraulic power supplies, some specimen grips, and some temperature controls syste Cooling water should be provided at the specified pressure, flow, and temperature and should be free of hard deposits such as calcium.

h. *HVAC:* Air-cooled hydraulic power supplies are sometimes supplied and they usually have a significant effect on the heating, ventilation, and air conditioning (HVAC) system. Temperature chambers and furnaces can also have an effect and should be considered as part of Customer's environmental control plan. Machines should not generally be sited such that HVAC output is directed at any of the transducers or in their proximity.

i. *Hydraulic Fluid:* Where an existing hydraulic power supply is to be utilized, it will be necessary to top-up the hydraulic oil to compensate for the volume of oil required to fill the hydraulic hoses and actuator package of the new system. Supply of top-up oil is the customer's responsibility unless other arrangements are made. Where a supplier other than Instron is providing the hydraulic oil, the Customer should check very thoroughly and carefully for compatibility of oil brand/type. Mixing of incompatible oil can have severe short or long-term effects on equipment performance. Unless specified otherwise, oil supplied from external sources should pass through a 3-micron filter prior to filling the Instron system. Contact Instron for further advice if required.

j. *Silicon Oil:* Some of our products require the use of silicon oils for temperature baths. These must be provided locally by the Customer.

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3. **On Receipt of Goods and Equipment Handling and Placement:** Unless other arrangements are specified in the contract, the Customer shall be responsible for the safe unloading, handling, movement, storage, and placement of the equipment upon delivery to the desired location prior to installation and commissioning by an Instron Service representative. Equipment must be inspected thoroughly on receipt and any anomalies noted on the carrier's proof of delivery form when confirming receipt of goods. Paying attention to the following:

- Inventory shipment ensuring all boxes and containers are accounted for. Identify any missing containers.
- Note the condition of all boxes and containers. Take note of any damage. Take pictures of damage to any boxes and containers.
- If any crate in the shipment has shock/impact sensors, take a close-up picture of the sensor if triggered.

Any damage must be reported to Instron Technical Support at (800) 473-7838 or to your local Instron office as expeditiously as possible but no later than 48 hours after delivery.

Equipment must be stored indoors, preferably in a climate-controlled environment, at all times to protect it from the weather and from the development of rust and other environmental damage. Arrangements can be made to have an Instron Service representative supervise the off-loading and moving of the equipment to its final location. It is important to follow these instructions to prevent damage to the equipment.

a. The receiving dock needs to be large enough to handle shipment. It also needs to be elevated for off-loading of the truck unless prior arrangements for 'lift-gate service' have been made with Instron.
b. Properly sized handling and moving equipment to transfer the instrument to the desired location. This includes lifting the equipment onto a tabletop or to different floor locations within the Customer's facility (e.g., elevator availability and specifications able to handle instrument safely).
c. Trained moving personnel will be needed for moving potentially large and heavy items.
d. Space clearances must be sufficient to allow easy movement and transfer of equipment through hallways, doors, stairs, and/or elevators, along the entire path from the location equipment is unloaded and uncrated to where it will be finally installed.
e. Ceiling clearance must be sufficient to allow the equipment to be placed and operated without interference. The equipment may require hoisting or lifting from a horizontal shipping position to the vertical upright position. Door and room heights must be carefully checked to verify appropriate clearances.
f. Seismic Mass: Consultation with a civil engineer should be carried out prior to installation of systems capable of producing high impact energies or reactive loads on the building floor or structure.

4. **Calibration:** Calibration may be required after the Customer's system is installed to comply with various standards, such as ISO 17025, ASTM E 4, ASTM E 83, ISO 7500-1, and ISO 9513. If the Customer needs to address these and/or other standards, then calibration services at installation must be included in Customer's purchase order.

5. **Personal Computers (PC's) for use with Instron Testing Instruments:** Computer Integration is required for all PCs that will be used as a system controller for Instron testing syste Most commercial PC's can be integrated with Instron's testing system. The following explains the procedures required to insure compatibility.

- Customer-supplied, Instron-approved PC (On-Site or Factory Integration): These are PCs purchased by the customer that meet the minimum performance and software specifications for the Instron system that they will be used with. In most cases, Instron can integrate customer-supplied PCs and associated software which conform to minimum Instron PC hardware and software requirements with Instron Test Systems and Instron developed software. This integration can be provided either on-site by an Instron Field Service Representative or by our factory Technicians. Both of these are fee-based services. Instron cannot provide hardware support for customer-supplied PCs, but can provide software support for Instron developed SW as long as the PC hardware and software configuration has been integrated by Instron and deemed compatible. All service visits related to customer supplied Instron-approved PCs would be charged at the standard Instron service rate.
- Customer-supplied, non-approved PC (On-site or Factory Integration): These are PCs that customers purchase that meet Instron's minimum performance specification and software configuration for the Instron system they will be used with, but are NOT specific models with the specific configuration Instron recommends.

6. **Retrofits:** The Customer shall be solely responsible for ensuring the existing testing instrument upon which the retrofit is to be installed is: (i) in proper and safe working condition and (ii) fully operational prior to the retrofit installation. The Customer is responsible to correct any necessary deficiencies and repairs to the existing testing instrument and shall be the

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subject of a separate quote, purchase, and/or order. For **retrofit purchases**, Instron's liability and responsibility is limited to only those components that are installed by an Instron Field Service Representative or its authorized local representative. There shall be no warranty, implied or expressly given by Instron, for the Customer's existing testing instrument upon which the retrofit shall be installed nor on the performance or accuracy of the combination of new and existing system components. The performance and accuracy of a retrofitted testing instrument or system is dependent upon the condition of the system prior to retrofit or upgrade.

7. **Miscellaneous:**
   - **Compressed Nitrogen:** Transportation regulations sometimes require that hydraulic accumulators used on hydraulic power supplies or hydraulic manifolds be discharged for transportation. The Customer shall be responsible to provide compressed, dry nitrogen at 140 bar (2,000 psi) with pressure regulation and a shut-off valve. Should the Customer chose, Instron can provide the necessary accumulator charging kit to ensure the accumulators are appropriately charged.
   - **Materials Disposal:** The Customer shall be responsible for the disposal of any waste materials associated with the installation, including packing materials, old electronics not being traded in, and hydraulic fluids and/or any waste contaminated with hydraulic fluid. Instron's Field Service Representative will clean up the site disposing of any packing material in Customer's refuse disposal containers, with Customer's permission.

[redacted] PROPOSAL

68TM-30 Instron Materials Testing Machine

PREPARED FOR [redacted]

[redacted]

April 9 2024 | Proposal Number Q-155736-2
Expires: 60 Days from Issue Date

INSTRON®

INSTRON®
The difference is measurable®

6800 SERIES

Table Model Universal Testing Machines

The 6800 Series universal testing machines are designed to perform tensile, compression, flex, peel, puncture, friction, shear tests, and more. The systems are compatible with hundreds of grips and fixtures found in Instron's expansive accessories catalog, with specific configurations designed to perform many of the most popular ASTM and ISO tests.

FEATURES AND BENEFITS

For mid-range force applications, the 6800 table model series provides up to 50 kN capacity available in standard and extra height options. Powered by Bluehill Universal, the 6800 Series systems are simple, smarter, and safer than ever before, featuring:

- **Auto Positioning**: Saves the correct fixture separation starting location for each test method. This ensures all operators run each test exactly the same way across all shifts every day.
- **Operator Protect**: Instron's patent-pending Operator Protect architecture. An intelligent workflow keeps equipment and operators safer by controlling system status from setup to test completion.
- **Safety Coaching**: Clear visual feedback regarding system status at all times. Users will easily understand when the system is in a safe setup mode, and clearly reminded to exit the test space once these safety limits are removed.
- **Smart-Close Air Kit** (optional): Finger pinch hazards from pneumatic grips are reduced through lower grip-closing pressure and restricted speed during the setup phase of your test.
- **Collision Mitigation**: Reduce damage to equipment and delicate specimens by stopping the crosshead if force is detected upon return or during a jog.
- An **all-new ergonomic handset** mounted directly into the base of frame with customizable Soft Keys, Specimen Protect, and Fine Position adjustment wheel
- Pre-loaded bearings, precision ball screws, an extra thick crosshead and base beam, and low-stretch drive belts to ensure **superior performance and longevity**
- Maintenance-free **brushless AC servomotors** enabling cyclic, creep, and relaxation testing for up to 10 days (up to 1Hz at 25 °C)

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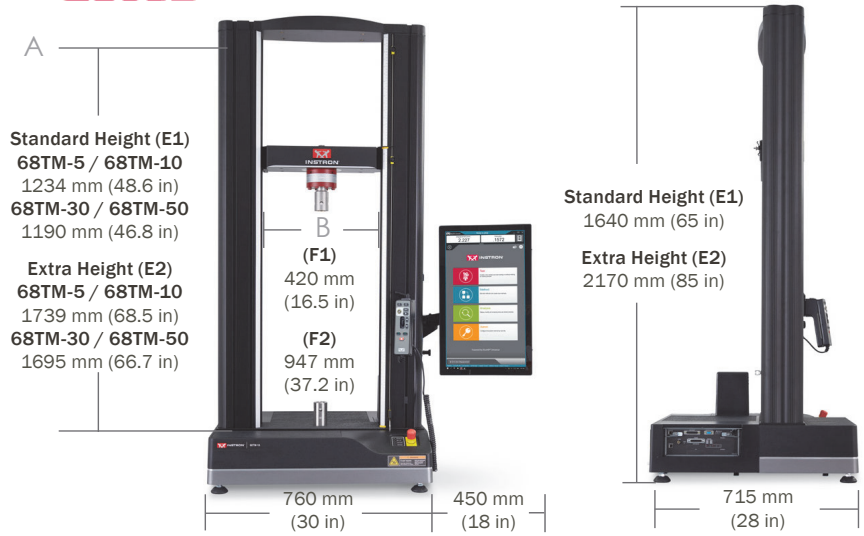
SPECIFICATIONS INSTRON®



Data Acquisition Rate at the PC:
Up to 5 kHz simultaneous on force, displacement, and strain channels.

Load Measurement Accuracy:
± 0.5% of reading down to 1/1000th of load cell capacity with 2580 Series load cells (with Advanced Performance Option).

± 0.5% of reading down to 1/500th of load cell capacity with 2580 Series load cells.

± 0.5% of reading to 1/250th of load cell capacity with 2525 or 2530 Series load cells

Strain Measurement Accuracy:
Meets or exceeds ASTM E83, BS 3846, ISO 9513, and EN 10002-4 standards.

Displacement Measurement Accuracy:
±0.01 mm or 0.05% of displacement (whichever is greater).

Testing Speed Accuracy:
(Zero or constant load) ±0.1% of set speed.

Single Phase Voltage:
100, 120, 220, or 240 VAC ±10%, 47 to 63 Hz.

Operating Temperature:
+5 to +40 °C (+41 to +104 °F)

Storage Temperature:
-25 to +55 °C (-13 to +131 °F)

Ingress Protection (IP) Rating:
IP 2X. Protective measures may be required if excessive dust, corrosive fumes, electromagnetic fields, or hazardous conditions are encountered.

Humidity Range:
+10 to +90%, non-condensing at 20 °C

		68TM-5	68TM-10	68TM-30	68TM-50
Force Capacity	kN	5	10	30	50
	lbf	1125	2250	6750	11250
Crosshead Travel	mm	1163 (E1), 1648 (E2)	1163 (E1), 1648 (E2)	1119 (E1), 1605 (E2)	1119 (E1), 1605 (E2)
	in	45.8 (E1), 64.9 (E2)	45.8 (E1), 64.9 (E2))	44.1 (E1), 63.1 (E2)	44.1 (E1), 63.1 (E2)
Vertical Test Space (A)*	mm	1234 (E1), 1739 (E2)	1234 (E1), 1739 (E2)	1190 (E1), 1695 (E2)	1190 (E1), 1695 (E2)
	in	48.6 (E1), 68.5 (E2)	48.6 (E1), 68.5 (E2)	46.8 (E1), 66.7 (E2)	46.8 (E1), 66.7 (E2)
Horizontal Test Space (B)	mm	420	420	420 (F1), 947 (F2)	420
	in	16.5	16.5	16.5 (F1), 37.2 (F2)	16.5
Maximum Speed	mm/min	3048	2032	1016	762
	in/min	120	80	40	30
Minimum Speed	mm/min	0.001	0.001	0.001	0.001
	in/min	0.00004	0.00004	0.00004	0.00004
Maximum Return Speed	mm/min	3500	2100	1100	800
	in/min	138	83	43	31
Footprint Dimensions (h × w × d)**	mm	1640 × 760 × 715	1640 × 760 × 715	1640 × 756 × 715	1640 × 760 × 715
	in	65 × 30 × 28	65 × 30 × 28	65 × 30 × 28	65 × 30 × 28
Position Control Resolution	nm	9.9	4.9	2.6 (F1), 2.8 (F2)	1.8
	µin	0.39	0.19	0.10 (F1), 0.11 (F2)	0.07
Frame Axial Stiffness	kN/mm	45	50	140 (F1), 88 (F2)	180
	lb/in	256,950	285,500	799,000 (F1), 502,000 (F2)	1,027,000
Maximum Force at Full Speed	kN	2.5	5	15	25
	lbf	563	1125	3372	5620
Maximum Speed at Full Force	mm/min	1524	1016	508	381
	in/min	60	40	20	15
Weight	kg	139 (E1), 154 (E2)	139 (E1), 154 (E2)	196 (E1+F1), 215 (E2+F1) 453 (E1+F2), 471 (E2+F2)	255 (E1), 278 (E2)
	lb	307 (E1), 340 (E2)	307 (E1), 340 (E2)	433 (E1), 473 (E2) 999 (E1+F2), 1038 (E2+F2)	562 (E1), 612 (E2)
Maximum Power Requirements	VA	1400	1400	1400 (F1) 1500 (F2)	1400

* The F2 option for 68TM-30 reduces test space by 53 mm (2 in).
** The footprint width is for the system only. The Operator Dashboard monitor may add 450 mm (18 in) to the overall width of the frame. The extra height (E2) option adds 530 mm (21 in) to the overall height of the frame.

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INSTRON®

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PROPOSAL SUMMARY

Item Number	Description	Quantity	Price
68FM-30, 30kN Dual Column Table-Top Machine [Stands 86 Inches Tall On Top of Table]			
68TM-30	Model 68TM-30 Table Mounted Materials Testing System, Force Capacity 30 kN (3,000 kgf, 6,750 lbf)	1	
68TM-30A1	English language option	1	
68TM-30D1	Voltage option 120 V	1	
68TM-30E2	Maximum Crosshead Travel 1605 mm (63.1 in) - Extra Height	1	
68TM-30F1	Horizontal test space 420 mm (16.5 in)	1	
68TM-30K1	No Pneumatic Air Control Kit	1	
68TM-30P1	US and Canadian Power Cord Set (NEMA)	1	
New 30kN Load Cell (+/- 0.5% of Reading from 30N to 30kN)			
68TM-30LA	Tension/Compression Load Cell, Force Capacity: 30 kN (3000 kgf, 6750 lbf)	1	
Sensor Conditioning Card for Extensometry			
2210-885	Model 6800 Series Sensor Conditioner Card	1	
Bluehill Universal Software Testing Program			
2450-700	Bluehill Universal Testing Software for NEW 3300, 3400, 5900, 59 Series, 6800, 8800, and New EXTEND Retrofits	1	
2450-700A1	English language option.	1	
2450-700C9	For 6800 controller series	1	
2450-700D2	Plastics Application Module	1	
2450-700F1	TestProfiler	1	
21.5" Touch Screen PC and Mounting for Use with Bluehill Universal			
2490-696	Operator Dashboard for new and existing 3300 / 3400 / 5500 / 5500A / 5900/ 6800 Series Systems	1	
2490-696B1	21.5 inch Touch Computer	1	
2490-696M3	Operator Dashboard arm mounting for floor model systems with extruded column covers and T-slots.	1	
2490-696P1	US and Canadian Power Cord Set (NEMA)	1	
On-Site Installation, Warranty, and Training Services			
1400-050	System Installation and Integration	1	

Item Number	Description	Quantity	Price
1405-501	System Warranty Services	1	
1450-055	Onsite Software Integration, Introduction to Bluehill Fundamentals and Test Method Development.	1	
1405-710	Instron Connect Agreement for New Systems or Software Upgrades/Updates	1	

On-Site Force, Speed, and Displacement Verification Services

1460-201	Enhanced Crosshead Speed (ASTM E2658) and Displacement Verification (ASTM E2309): BOTH DIRECTIONS, no load and not cyclic.	1	
1480-201	Enhanced Force Verification, 0-300 KN (0-67,442 lbs), BOTH DIRECTIONS (Tension and Compression).	1	

Total	US $ 121,600
Discount [redacted]	US $ 44,992
Discounted Total	US $ 76,608

Optional 5kN Load Cell (+/- 0.5% of Reading from 5N to 5kN)

2580-5KN	Static Load Cell: 5 kN (500 kgf, 1125 lbf)	1	
2501-208	Piggyback Load Cell Adapter for use with Type D load cell clevis	1	
1480-201	Enhanced Force Verification, 0-300 KN (0-67,442 lbs), BOTH DIRECTIONS (Tension and Compression).	1	

Total	US $ 11,685
Discount [redacted]	US $ 5,105
Discounted Total	US $ 6,580

Optional Video Extensometer for Elastomeric and Rigid Plastic Materials

2663-901	Advanced Video Extensometer 2 (AVE 2)	1	
2663-901A1	English language option.	1	
2663-901B3	Table Model (Standard Width Only) Mounting - No Chamber	1	
2663-901C9	Interface and cables for 3400 and 6800 systems	1	
2663-901E1	Standard Field of View Lens - 16 mm Focal Length	1	
2663-901F1	Long Field of View Lens - 9 mm Focal Length	1	
2663-901P1	North America, Taiwan NEMA 5-15P Power Cord Set	1	
2663-901R1	No DIC Replay Option	1	
1490-007	Standard ASTM E83 Strain Verification 2	4	

Total	US $ 42,010
Discount In Accordance with Contract Number UCPJMU4633	US $ 18,454
Discounted Total	US $ 23,556

Optional Wedge Grips for Rigid Plastics

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Item Number	Description	Quantity	Price
2716-015	Mechanical Wedge Action Grips, 30 kN.	1	
2703-155	Jaw Faces, Flat Serrated, 0 - 6.4 mm opening, 25 teeth per inch. For 2716-010, 2716-015, 2716-020, and 2736-015 wedge action grips.	1	
2703-153	Jaw Faces, Vee Serrated, 3.2 - 7.8 mm diameter specimens. For 2716-010, 2716-015, 2716-020, and 2736-015 wedge action grips.	1	

Total	US $ 11,190
Discount In Accordance with Contract Number UCPJMU4633	US $ 4,140
Discounted Total	US $ 7,050

Optional Self-Tightening Roller Grips for Elastomers

2713-002	Self Tightening Roller Grips. Force capacity: 5 kN (500 kgf, 1000 lbf).	1	

Total	US $ 5,220
Discount [redacted]	US $ 1,931
Discounted Total	US $ 3,289

Optional Compression Platens for Compression Testing

2501-163	Compression Platen, 150 mm (6 in) diameter, 100 kN	2	

Total	US $ 3,320
Discount [redacted]	US $ 1,228
Discounted Total	US $ 2,092

Grand Total	US $ 119,174

Lead Time: 6-8 weeks from acceptance of official order, subject to prior orders. Due to ongoing supply chain disruptions this estimated lead time will be updated at time of order entry.

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ITEM DETAILS

68FM-30, 30kN Dual Column Table-Top Machine [Stands 86 Inches Tall On Top of Table]

68TM-30	Model 68TM-30 Table Mounted Materials Testing System, Force Capacity 30 kN (3,000 kgf, 6,750 lbf) Dual column table top electromechanical testing system including: • Ergonomic handset with two programmable softkeys, start, stop and return functions, variable speed jog and specimen protection • Integrated digital closed-loop control and data acquisition electronics including crosshead extension and load measurement channels (up to 10 optional strain channels and a digital I/O can be added) • Automatic recognition and calibration of transducers • Pre-loaded ballscrew drive and crosshead guidance system powered by a brushless AC servomotor • Testing speed range: 0.001 to 1016 mm/min (0.00004 in/min to 40 in/min) • Crosshead return speed: 1100 mm/min (43 in/min) • Type D female base adapter (1.25 in connection with 0.5 in clevis pin) • Rigid coupling adapter, Type Dm (1.25 in) to Of (12mm connection)
68TM-30A1	English language option
68TM-30D1	Voltage option 120 V
68TM-30E2	Maximum Crosshead Travel 1605 mm (63.1 in) - Extra Height Total System Height: 2170 mm (85 in)
68TM-30F1	Horizontal test space 420 mm (16.5 in) System footprint: W x D 760 x 715 mm (30 x 29in)
68TM-30K1	No Pneumatic Air Control Kit
68TM-30P1	US and Canadian Power Cord Set (NEMA)

New 30kN Load Cell (+/- 0.5% of Reading from 30N to 30kN)

68TM-30LA	Tension/Compression Load Cell, Force Capacity: 30 kN (3000 kgf, 6750 lbf) Type Df fitting (0.5 in diameter clevis pin)

Sensor Conditioning Card for Extensometry

2210-885	Model 6800 Series Sensor Conditioner Card Provides closed loop control and data acquisition capability for optional transducers. For use with Instron Rationalized Transducers. Also accepts +/- 10 V DC input. For use with all 6800 Series controllers.

Bluehill Universal Software Testing Program

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68FM-30, 30kN Dual Column Table-Top Machine [Stands 86 Inches Tall On Top of Table]

2450-700	Bluehill Universal Testing Software for NEW 3300, 3400, 5900, 59 Series, 6800, 8800, and New EXTEND Retrofits Bluehill Universal is Instron's premier materials and components testing software package meeting the needs of a wide variety of applications including plastics, composites, metals, elastomers, biomedical, adhesives, textiles, components and others. Each application module provides the capability for tension, compression, flexure, stress-relaxation, creep, peel, tear and friction testing and test control based off of extension, load or strain. Also included is Instron's complete calculation library with hundreds of different calculations such as modulus and ultimate tensile strength, as well as user-defined calculations. Bluehill's one-of-a-kind report generator allows users to create customized report templates that can be linked with test methods and used to export test results via email or save as HTML, Word or PDF. Raw data and result export files are completely customizable for enhanced compatibility with Laboratory Information Management Systems. Changes to methods, samples, and report templates are logged in the file's revision history. Advanced options are available such as advanced test control, audit trail database and change approval, a networked database, and web camera recording. Windows 10 and Windows 11 (64 Bit only) operating systems, excluding Home editions. Note: Bluehill Central, Instron's networked lab management tool, is sold separately.
2450-700A1	English language option.
2450-700C9	For 6800 controller series
2450-700D2	Plastics Application Module The Plastics Application Module includes the following pre-configured test methods: ASTM D638-22, ASTM D790-17, ASTM D695-15, ASTM D882-18, ASTM D1708-18, ASTM D1894-17, ASTM D6272-17, ISO 527-2 (2012), ISO 527-3 (2018), ISO 178 (2019), ISO 604 (2003).
2450-700F1	TestProfiler TestProfiler allows you to create custom test control sequences (profiles) with a simple, user friendly interface. Complex cyclic test sequences are readily created by using TestProfiler's waveform building steps (triangles, ramps and holds). Your test method is graphically displayed as you create it and standard Window's tools (cut, paste, copy, delete, etc.) can be used to quickly create or modify virtually any complex test sequence. Test results can be independently assigned to individual test steps and the graphical display of test results can be filtered to show only the steps (cycles) of interest. A completely redesigned TestProfiler has been introduced with Bluehill 3.61 (not supported on Windows XP) with enhanced usability and test control flexibility. Examples of the enhanced test control include ability to - Change temperatures of select chamber or furnace models in the middle of a test - Change the data acquisition frequency for each individual segment of the test (called step) - Allow rapid changes to profile parameters between tests using operator inputs

21.5" Touch Screen PC and Mounting for Use with Bluehill Universal

2490-696 Operator Dashboard for new and existing 3300 / 3400 / 5500 / 5500A / 5900/ 6800 Series Systems
Includes:

- Flat screen, industrially-rated touch monitor
- Full support for Bluehill Universal Materials Testing software
- Cables and connectors
- Standard VESA 100 mm interface to allow use of third-party TV/monitor mountings if desired
- 3 Year Warranty, voided by disassembly without Instron Service (i.e., reimage operating system, additional memory)

68FM-30, 30kN Dual Column Table-Top Machine [Stands 86 Inches Tall On Top of Table]

Options:
- Computer type (B select)
- Pedestal desk mount or T-slot mounted adjustable arm mount (M Select)
- Integration with 5900 or 5500/5500A Handset (G1 or H1 select)

2490-696B1	21.5 inch Touch Computer Includes Windows 10 Enterprise LTSC operating system, 2 Ethernet ports, 6 USB ports, and wireless network adapter. Not for use with Windows 11. Must select Power Cord (P Select).
2490-696M3	Operator Dashboard arm mounting for floor model systems with extruded column covers and T-slots. Features include: • Height adjustable along column T-slot • Rotation and tilt towards/away from operator • Portrait/landscape orientation • 100 mm VESA mounting interface • Not compatible with 5988 or 5989 systems
2490-696P1	US and Canadian Power Cord Set (NEMA)

On-Site Installation, Warranty, and Training Services

1400-050	System Installation and Integration Installation performed by an Instron factory and field trained Service Engineers / Representative. The system introduction can be provided for up to 3 operators. For larger numbers of operators, Instron Training classes are recommended. Some or all of the following activities will be performed subject to the system quoted and system configuration: • Set up of system • Safety Awareness and general testing safety precautions • Make all physical and electrical connections, except 3 phase power and water • Mount, install and test all peripheral fixtures and transducers, environmental chambers, and any major accessories that are supplied with the system • Check correct operation of the system. • Check correct operation of all electrical components and mechanical assemblies and transducers (where fitted) • Configure controller and test for correct operation including all adjustments and tuning. (Includes Console Software for Dynamic Systems) • Calibration and verification services are quoted separately • Basic System and Software Introduction are quoted separately • General instruction associated with any hardware elements of the system • Review basic operation manuals and any other related documentation

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68FM-30, 30kN Dual Column Table-Top Machine [Stands 86 Inches Tall On Top of Table]

1405-501 System Warranty Services

The service and support agreement for this system while under warranty includes the following services during the first year of system ownership (see Instron Terms and Conditions for exact details, limitations and restrictions):

- Parts, labor and travel for repair/replacement for covered items (as defined in terms and conditions)
- Priority telephone support during normal business hours at our Norwood MA headquarters.
- Direct Verification Reminders
- Software Update Notifications
- Downloadable Software Updates via Instron Connect Software and Customer Portal
- Online Access to Calibration Certificates and Service History
- System Diagnostics via Instron Connect
- Direct Screen Share with Voice via Instron Connect
- Augmented Reality (AR) App Support
- AI-Driven Troubleshooting Tool via Mobile App and Instron Connect Portal

1450-055 Onsite Software Integration, Introduction to Bluehill Fundamentals and Test Method Development.

This integration level usually targets new Bluehill users or existing users with detailed applications needs, multiple test methods in use, and/or multiple operators using their systems. Integration includes:

- Detailed onsite software operation and usage instruction for up to 3 operators
- Instruction covering Bluehill user experience features (touch elements, support and BH differences when applicable)
- Set-up of specimen parameters, test control parameter, report templates, results calculations setup for applications
- Development or conversion up to 5 Test Methods
- Overview of test method results and report
- Review of user's application needs
- Detailed testing of customer supplied specimens to validate/verify customer test methods and applications

If applicable, integration of Instron supplied all-in-one controller and dashboard, including mountings and loading of software, as well as review and activation of Instron Connect, remote service tool will be included. Customer-integrated images on Instron-supplied PCs and Dashboards requires the purchase of 3781-625.

Notes:
1. For additional test method development (more than 5 methods), please consider 1450-255 which provides an additional test method development.
2. This integration and introduction does NOT include instruction for advanced software features like advanced strain products software elements, user-defined transducers, virtual measurements, Advanced Onsite Bluehill Consultancy (1450-057) covers those options and features
3. On-Site introductions are not intended to replace formal training. Instron strongly recommends our Instron Training classes which can be delivered at your site, a regional training center or an Instron facility.

1405-710 Instron Connect Agreement for New Systems or Software Upgrades/Updates

Instron Connect includes a number of technologies that create a secure connection between the testing systems at your facility and Instron. Our problem-solving tools harness innovative technology to rapidly troubleshoot issues and answer your technical questions, increasing productivity, reducing risk and minimizing downtime.

Through the Instron Connect Software, Customer Portal, Mobile App and AR Support Tool, you can:

68FM-30, 30kN Dual Column Table-Top Machine [Stands 86 Inches Tall On Top of Table]

- Share your screen and system diagnostics data with Instron Technical Support
- Receive calibration and service agreement reminders through the Connect software
- Send priority requests for technical support, calibration or on-site service
- Download Bluehill Universal and Bluehill Melt software updates
- Access calibration certificates and service history
- View your service agreement
- Self-diagnose and solve your system's issues with the InSkill AI troubleshooting tool and mobile app
- Receive remote visual support through the AR Support Tool, bringing Instron's technical support team's eyes into your lab

On-Site Force, Speed, and Displacement Verification Services

1460-201	Enhanced Crosshead Speed (ASTM E2658) and Displacement Verification (ASTM E2309): BOTH DIRECTIONS, no load and not cyclic. Includes verification of up to five (5) crosshead speeds; one (1) at the minimum 1mm/min (0.04 in/min), one (1) at the maximum 1250 mm/min (50 in/min) and three (3) in between the min and max. The no load displacement verification is over a single range specified by the user (minimum range is 20mm (0.8 in) and maximum range is 1016mm (40 in)). After defining the range, the customer may select the starting point for the verification which is typically below 10% of their specified range as long as that first point is no smaller than 0.02 inches. The verification will output 5 points per decade of displacement. Notes: - ASTM E2309 and ASTM E2658 require verification in all directions used. - Speed and displacement are verified to an accuracy of 0.5% of reading. - This verification covers BOTH directions. - Additional crosshead speeds can be purchased individually.
1480-201	Enhanced Force Verification, 0-300 KN (0-67,442 lbs), BOTH DIRECTIONS (Tension and Compression). This verification will be performed to 0.5% accuracy down to the full operating load range of capacity as specified for the system (ASTM E4 conforming). This covers both tension and compression (both directions).

Optional 5kN Load Cell (+/- 0.5% of Reading from 5N to 5kN)

2580-5KN	Static Load Cell: 5 kN (500 kgf, 1125 lbf) • Tension/Compression • Mechanical interface: Type D female fitting (0.5 in diameter clevis pin) • Bolt on design with self identification and electrical calibration
2501-208	Piggyback Load Cell Adapter for use with Type D load cell clevis Allows the high capacity cell to remain bolted to the crosshead while a more sensitive, low capacity cell is installed. Bolts to load cell and provides a Type Dm (1/2" clevis) attachment with locknut. For mounting 2580 Series load cells and 2530-500N/-1kN/-2kN/-5kN (Not compatible with older 2530 series cells). Compatible with 500 N, 1 kN, 2 kN and 5 kN capacities only Effective Length: 55.5 mm
1480-201	Enhanced Force Verification, 0-300 KN (0-67,442 lbs), BOTH DIRECTIONS (Tension and Compression). This verification will be performed to 0.5% accuracy down to the full operating load range of capacity as specified for the system (ASTM E4 conforming). This covers both tension and compression (both directions).

Optional Video Extensometer for Elastomeric and Rigid Plastic Materials

2663-901 Advanced Video Extensometer 2 (AVE 2)
Includes:

- Extensometer
- On-board electronics
- 2D calibration fixture
- Gauge mark template
- Marker pens

Requires the selection of one mounting, one system interface, one or more lenses, one illumination bar, and one DIC option.

Transverse Strain options available.

Not compatible with 2910-062 or 2910-074 debris shields

2663-901A1 English language option.

2663-901B3 Table Model (Standard Width Only) Mounting - No Chamber
Mounting for a 336X*/34TM/556X/596X/68TM dual column table model EM system. Mounts directly to outermost t-slot on column. Extensometer is positioned at 30 degrees to the loadstring. Can be used in upper or lower test space.

2663-901C9 Interface and cables for 3400 and 6800 systems

2663-901E1 Standard Field of View Lens - 16 mm Focal Length

- 200 mm FOV on temperature chamber
- 240 mm FOV on table (standard width) models, single columns, ElectroPuls and 8800
- 310 mm FOV on standard width floor models
- 310 mm FOV with AverEdge32 Transverse Strain Measurement option on standard width table and floor models
- 400 mm FOV on heavyweight frames (5988 and 5989)

2663-901F1 Long Field of View Lens - 9 mm Focal Length

- 340 mm FOV on temperature chamber
- 425 mm FOV on table (standard width) models, single columns, ElectroPuls and 8800
- 560 mm FOV on standard width floor models
- 700 mm FOV on heavyweight frames (5988 and 5989)

2663-901P1 North America, Taiwan NEMA 5-15P Power Cord Set

2663-901R1 No DIC Replay Option

1490-007 Standard ASTM E83 Strain Verification 2
Standard verification for dynamic or variable gauge length extensometer from 10% to 100% of extensometer range.

For AutoX, HRDE, and XL, quantity of service ordered should be two (2) (minimum and maximum gauge lengths are to be verified per ASTM E83 section 6.1.2), unless only one gauge length is used.

For Optical Extensometers (AVE, SVE, Laser) quantity of service ordered should be three (3) (minimum, middle, and maximum gauge lengths are to be verified by ASTM E83 section A1.3.4), unless only one- or two-gauge lengths are used.

Covers AVE, SVE, AutoX, HRDE, and XL extensometers.

Optional Wedge Grips for Rigid Plastics

2716-015 Mechanical Wedge Action Grips, 30 kN.

- Force Capacity: 30 kN (3,000 kgf, 6,700 lbf)
- Upper and lower fittings: Type Dm (0.5 in clevis pin)
- Temperature Range: -70 to +250 °C (-100 to +480 °F)

Maximum specimen thickness determined by jaw faces
Requires faces

2703-155 Jaw Faces, Flat Serrated, 0 - 6.4 mm opening, 25 teeth per inch. For 2716-010, 2716-015, 2716-020, and 2736-015 wedge action grips.

- 25 mm wide x 57 mm high (1.0 x 2.25 in)
- Flat specimen thickness range: 0 - 6.4 mm (0 - 0.25 in)
- 25 teeth per inch, diamond serrations
- Set of four faces

2703-153 Jaw Faces, Vee Serrated, 3.2 - 7.8 mm diameter specimens. For 2716-010, 2716-015, 2716-020, and 2736-015 wedge action grips.

- Specimen diameter range: 3.2 - 7.8 mm (0.125 - 0.3 in)
- 25 teeth per inch, straight serrations
- Set of four faces

Optional Self-Tightening Roller Grips for Elastomers

2713-002 Self Tightening Roller Grips. Force capacity: 5 kN (500 kgf, 1000 lbf).

- Temperature Range: -70 °C to 315 °C (-94 °F to 600 °F)
- Maximum specimen thickness: 8.0 mm (0.315 in)
- Upper and lower fittings: Type Dm (0.5 in clevis pin)

Optional Compression Platens for Compression Testing

2501-163 Compression Platen, 150 mm (6 in) diameter, 100 kN

- Force Capacity: 100 kN (10,000 kgf, 20,000 lbf)
- Mechanical Fitting: Type Dm (0.5 in clevis pin)
- Temperature Range: -150 to +300 °C (-238 to +572 °F)
- Includes LVDT Mounting Holes
- Stainless Steel Hardened and Chrome Plated

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Proposal Terms

Lead Time

6-8 weeks from acceptance of official order, subject to prior orders. Due to ongoing supply chain disruptions this estimated lead time will be updated at time of order entry.

Payment Terms

Net 30 days from Invoice Date, subject to credit approval.

Delivery Terms

Please choose best option upon placing your order:

Ex-Works (Collect, FOB Origin - title passes to buyer when goods leave the seller's dock) - please provide your collect account information.
OR
FOB Origin (title passes to buyer when goods leave the seller's dock), Instron to prepay and add shipping charges to invoice

Tax Status

If exempt, or partially exempt from taxes, please provide your tax exemption certificate with your purchase order.

Please Note: If any of the above fields are left blank on your purchase order, Instron reserves the right to default to the above preferred terms, and to ship FOB Origin via the most economical way and to add shipping charges to your invoice.

Warranty

All Instron testing instruments are warranted against defects in material and workmanship for a period of one (1) year from the date of delivery, unless mutually agreed otherwise in the purchase documents. All equipment purchased from Instron but not installed by Instron Service Personnel or Instron authorized representative shall be warranted against defects in material and workmanship for a period of one (1) year from the date of delivery.

Simple Acceptance Statement

Acceptance of this proposal implies agreement that Instron will use the “Simple Acceptance” decision rule for the determination of conformance to a specification or standard.

Terms and Conditions for Americas

SALES OF INSTRON PRODUCTS AND SERVICES ARE EXPRESSLY LIMITED TO AND MADE CONDITIONAL ON ACCEPTANCE OF ITS CURRENT TERMS AND CONDITIONS OF SALE AND SERVICE, THAT ARE FOUND AT WWW.INSTRON.US/EN-US/OUR-COMPANY/ABOUT-US/TERMS-AND-CONDITIONS(‘TERMS’). ANY ADDITIONAL OR DIFFERENT TERMS ARE HEREBY REJECTED. COMMENCEMENT OF WORK BY INSTRON OR ACCEPTANCE OF DELIVERY OF PRODUCTS BY YOU CONSTITUTES YOUR ACCEPTANCE OF THE TERMS.

All Purchase Orders may be mailed to:

Instron, a division of ITW, Inc.
825 University Avenue
Norwood, MA 02062-2643

Or e-mailed to: info@instron.com

Or e-fax: (781) 634-0521, ATTN: Order Admin.

We accept Visa, MasterCard, and American Express
Prices above are for U.S. destination. Warranty and service commitments only apply to instrumentation installed in the U.S.

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Questions: +1.781.828.2500
accounts_receivable@instron.com

Remit Wires and ACH to:
THE NORTHERN TRUST COMPANY
CHICAGO, IL
ACCOUNT NAME: INSTRON FEIN #36-1258310TR
ACCOUNT#: 51191642
(ABA)#: 071000152 SWIFT# CNORUS44
see www.instron.com for terms & conditions
Instron will not request banking information changes via email.
Please verify all requests for bank changes via telephone.

Invoice No: CD10188665

Customer #: 600635
Order No: A403372
Invoice Date: 27-Jun-2023

Bill To:
[redacted]
UNITED STATES

Ship To:
[redacted]
UNITED STATES

Payment Terms: 30 Days Net
Purchase Order No: [redacted]
Ship Date: 26-Jun-2023
RMA #:
Delivery Terms: DAP
Ship Via: ROAD FREIGHT
Sales Rep: -
System ID 68TM50B28796

Item	Unit	Item No	Description	Unit Price (USD)	Qty	Tax %	Net Total (USD)
1	EA	68TM-50	Model 68TM-50 Table Mounted Materials Testing System, Force Capacity 50 kN (5,000 kgf, 11,250 lbf)	**57,381.25**	1.000		**57,381.25**
2	EA	68TM-50A1	English language option	**0.00**	1.000		**0.00**
3	EA	68TM-50D1	Voltage option 120 V	**0.00**	1.000		**0.00**
4	EA	68TM-50E2	Maximum Crosshead Travel 1605 mm (63.1 in) - Extra Height	**3,367.21**	1.000		**3,367.21**
5	EA	68TM-50K2	Smart-close Pneumatic Air Control Kit with Footswitch	**2,301.56**	1.000		**2,301.56**
6	EA	68TM-50P1	US and Canadian Power Cord Set (NEMA)	**0.00**	1.000		**0.00**
7	EA	68TM-50LB	Tension/Compression Load Cell, Force Capacity: 50 kN (5,000 kgf, 11,250 lbf)	**0.00**	1.000		**0.00**
8	EA	68TM-50T1	System will be used for axial testing only.	**0.00**	1.000		**0.00**

INSTRON HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY BUYER, WHETHER OR NOT CONTAINED IN ANY OF BUYER'S BUSINESS FORMS OR IN BUYER'S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE VOID AND SHALL HAVE NO EFFECT UNLESS SPECIFICALLY AGREED TO IN WRITING BY INSTRON.

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INVOICE

Invoice No:
CD10188665

Item	Unit	Item No	Description	Unit Price (USD)	Qty	Tax %	Net Total (USD)
9	EA	2210-885	Model 6800 Series Sensor Conditioner Card	**2,553.79**	1.000		**2,553.79**
10	EA	2210-891	Electrical Adapter for 120 ohm strain gauges.	**1,727.74**	1.000		**1,727.74**
11	EA	2450-700	Bluehill Universal Testing Software for NEW 3300, 3400, 5900, 59 Series, 6800, 8800, and New EXTEND Retrofits	**8,134.27**	1.000		**8,134.27**
12	EA	2450-700A1	English language option.	**0.00**	1.000		**0.00**
13	EA	2450-700C9	For 6800 controller series	**0.00**	1.000		**0.00**
14	EA	2450-700D3	Composites Application Module	**0.00**	1.000		**0.00**
15	EA	2450-700K1	5900 and 6800 Advanced Performance option	**1,462.91**	1.000		**1,462.91**
16	EA	2450-700F1	TestProfiler	**2,509.64**	1.000		**2,509.64**
17	EA	2490-696	Operator Dashboard for new and existing 3300 / 3400 / 5500 / 5500A / 5900/ 6800 Series Systems	**0.00**	1.000		**0.00**
18	EA	2490-696B1	21.5 inch Touch Computer	**2,219.58**	1.000		**2,219.58**
19	EA	2490-696M2	Operator Dashboard arm mounting for table model systems with extruded column covers and T-slots.	**529.67**	1.000		**529.67**
20	EA	2490-696P1	US and Canadian Power Cord Set (NEMA)	**0.00**	1.000		**0.00**
21	EA	2736-005	Mechanical Wedge Action Grips, 100 kN, 50 mm wide, High Temperature	**8,197.32**	1.000		**8,197.32**
22	EA	2703-011	Faces, Flat Serrated, 0 - 6.4 mm opening, 16 Teeth per inch. For 2716-003, 2736-005, 2716-008, 2736-003 wedge action grips.	**1,727.74**	1.000		**1,727.74**
23	EA	2703-012	Faces, Flat Serrated, 6.4 - 12.7 mm opening, 16 Teeth per inch. For 2716-003, 2736-005, 2716-008, 2736-003 wedge action grips.	**1,727.74**	1.000		**1,727.74**
24	EA	3119-301	Lower Pullrod, Type Dm to Df fittings (0.5 in clevis pin). Effective length: 114 mm (4.5 in).	**599.04**	1.000		**599.04**

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INVOICE

Invoice No:
CD10188665

Item	Unit	Item No	Description	Unit Price (USD)	Qty	Tax %	Net Total (USD)
25	EA	3119-304	Upper Pullrod, Type Dm to Df fittings (0.5 in clevis pin). Effective length: 510 mm (20.1 in).	**1,210.68**	1.000		**1,210.68**
26	EA	2501-163	Compression Platen, 150 mm (6 in) diameter, 100 kN	**1,015.21**	2.000		**2,030.41**
27	EA	3119-303	Upper Pullrod, Type Dm to Df fittings (0.5 in clevis pin). Effective length: 420 mm (16.5 in).	**1,210.68**	1.000		**1,210.68**
28	EA	2810-400	Flexure Fixture, 3-Point Bend, ASTM D790, ISO 178, ISO 14125	**2,515.95**	1.000		**2,515.95**
29	EA	2810-400A1	Lower Support Anvils, diameter: 10 mm.	**0.00**	1.000		**0.00**
30	EA	3110-710	Push/Pullrod, Type Om and Type Of fittings (6 mm clevis pin). Effective length: 322 mm (12.7 in)	**882.79**	1.000		**882.79**
31	EA	3119-615	Instron Environmental Chamber (Extended Height) for high elongation materials such as elastomers. Temperature range: Ambient to 350 °C (660 °F).	**22,006.66**	1.000		**22,006.66**
32	EA	3119-615A2	Temperature Controller	**0.00**	1.000		**0.00**
33	EA	3119-615B2	LN2 cooling option for 3119-600 Series chambers. Minimum temperature: -100 °C (-150 °F)	**1,961.05**	1.000		**1,961.05**
34	EA	3119-615C4	NEMA 200-240 V AC mains cable (North America, Canada, Japan), length 2.7m, single phase, 50/60 Hz, fitted with NEMA L6-30P, 30 amp plug	**0.00**	1.000		**0.00**
35	EA	3119-615D1	English language manual set	**0.00**	1.000		**0.00**
36	EA	3119-106	LN2 Coolant Hose Set (USA).	**340.50**	1.000		**340.50**
37	EA	3119-230	Roller Carriage Brackets for use with 3119-400, -500 and -600 Series Chambers.	**3,833.82**	1.000		**3,833.82**
38	EA	3119-230A1	Roller Carriage Bracket option for use with 3119-005, -006, -009, -405, -406, -409, -505, -506, -605, -606, -609, -615 Chambers.	**0.00**	1.000		**0.00**
39	EA	3119-230B2	Frame Mounting Bracket for use with 3119-230A1 option	**0.00**	1.000		**0.00**

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Item	Unit	Item No	Description	Unit Price (USD)	Qty	Tax %	Net Total (USD)
40	EA	3119-230C1	Support Leg compatible with 34TM, 68TM, 33/44/55/58/596X, 34FM, 68FM, 33/44/55/58/598X, 887X, E10, E3	**0.00**	1.000		**0.00**
41	EA	1400-050	System Installation and Integration	**0.00**	1.000		**0.00**
42	EA	1450-055	Onsite Software Integration, Introduction to Bluehill Fundamentals and Test Method Development.	**1,885.00**	1.000		**1,885.00**
43	EA	1450-057	Onsite Bluehill Universal Instruction for Advanced Features and Optional Modules	**1,080.00**	1.000		**1,080.00**
44	EA	1405-501	System Warranty Services	**0.00**	1.000		**0.00**
45	EA	1405-710	Instron Connect Agreement for New Systems or Software Upgrades/Updates	**360.00**	1.000		**360.00**
46	EA	1480-201	Enhanced Force Verification, 0-300 KN (0-67,442 lbs), BOTH DIRECTIONS (Tension and Compression).	**910.00**	1.000		**910.00**
47	EA	1460-201	Enhanced Crosshead Speed (ASTM E2658) and Displacement Verification (ASTM E2309): BOTH DIRECTIONS, no load and not cyclic.	**860.00**	1.000		**860.00**
48	EA	1490-020	Temperature Verification, In-Situ Method, Single Point, Environmental Chamber or Furnace.	**370.00**	1.000		**370.00**
49	EA	1490-021	Temperature Verification, Additional Point	**165.00**	1.000		**165.00**
			Net Amount:				**136,062.00**
			Net Charges (See Below For Breakdown)				
			Total Tax				
			Total Amount				**136,062.00**

Notes:

[redacted]

[redacted]

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INSTRON

The difference is measurable

SERVICE AGREEMENT OPTIONS

Instron Professional Services

SERVICE AGREEMENT OPTIONS

Instron Service offers a variety of Service Agreement options to help you realize, maintain, and protect the full potential of your testing systems. Instron prides itself on providing accurate and repeatable measurement results in compliance with required standards. Maintaining and servicing your testing equipment will reduce unplanned system down-time and the risk of accidents. Our services will help you capitalize on the full potential of your investment.

SCHEDULED SERVICE

Scheduled Service Agreements include on-site calibration and preventative maintenance of your equipment by our local, factory-trained team of Field Service Engineers.

INSTRON CONNECT

Instron Connect Agreements provide all of the support features of our premium Service Agreements to customers who do not have on-site calibration or preventative maintenance. Through Instron Connect, priority technical support, AI-driven troubleshooting tools, IoT technologies, calibration certificates and more are just a click away.

CAL PLUS

Cal Plus Agreements are the most popular premium Service Agreement Instron offers. These contracts include on-site calibration and preventative maintenance, as well as priority technical support and discounts on labor and parts for repairs, training and more.

COMPREHENSIVE[1]

Comprehensive Service Agreements are the highest level premium Service Agreement that Instron offers for select Instron systems. These agreements provide full coverage of the equipment listed on the contract in the event of defects in material or workmanship.

Instron Connect, Cal Plus and Comprehensive agreements provide coverage for the full term of the agreement and are invoiced at the start of the agreement period.

SERVICE AGREEMENT OPTIONS	SCHEDULED SERVICE	INSTRON CONNECT	CAL PLUS	COMPREHENSIVE[1]
SCHEDULED ON-SITE SERVICES				
Preventive Maintenance (if added as a service)	●	–	●	●
Equipment Calibration (if added as a service)	●	–	●	●
N.I.S.T. Traceable Certificates	●	–	●	●
NON-SCHEDULED ON-SITE SERVICES				
On-Site Fee for Repair	–	–	■	●
On-Site Fee for Labor	–	–	■	●
Parts Used During On-Site Visit [2]	–	–	■	●
Priority Response On-Site Service [3]	–	–	◆	◆
Calibration After Machine Repair	–	–	■	■
On-Site Training	–	–	■	■
On-Site Test Method Development	–	–	■	■
System Relocation Services [4]	–	–	■	■
INSTRON CONNECT SUPPORT SERVICES [5]				
Online Tech Support	–	●	●	●
Direct Calibration Reminders	–	●	●	●
Software Update Notifications	–	●	●	●
Downloadable Software Updates via Instron Connect Software [6]	–	●	●	●
Downloadable Software Updates via Online Portal [6]	–	●	●	●
Access to Calibration Certs & Service History Online	–	●	●	●
System Diagnostics via Instron Connect Software	–	●	●	●
Direct Screen Share with Voice via Instron Connect	–	●	●	●
Augmented Reality (AR) App Support	–	●	●	●
AI-Driven Troubleshooting Tool via Mobile App and Instron Connect Portal NEW	–	●	●	●
TELEPHONE AND EMAIL SUPPORT SERVICES				
Priority Response Tech Support	–	●	●	●
SERVICES AT INSTRON				
In-House Repair Service	–	–	■	●
In-House Repair Priority Fees Waived	–	–	–	●

● INCLUDED
– NOT INCLUDED
■ 30% DISCOUNT ON THIS SERVICE
◆ 3 BUSINESS DAYS
◆ 2 BUSINESS DAYS
● INCLUDED (REQUIRES INTERNET CONNECTION)

1. Contact your local Service Sales Specialist for equipment eligibility.
2. This agreement does not cover discounts for purchases of software and/or accessories. This discount does not apply to trade-in and exchange items.
3. Priority Response available for customers in zone 4 or lower. Five (5) day priority response for customers in Canada.
4. System Relocation Services vary based on requested scope of work. Discount offered on pre and post-move calibrations if added to service quote.
5. Instron Connect Services depend on the type of Instron system and software you have. To find out more information please contact your local Service Sales Specialist.
6. Software must be at current version to qualify. This includes downloadable updates within the software version. Software upgrades (to new versions) must be purchased.

825 University Avenue, Norwood, MA 02062 800-473-7838 Service_Requests@Instron.com www.instron.us

INSTRON®

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Tel: +44 1494 464646

Negotiations Summary

1. **Virginia Tech question:** If awarded a contract, do you acknowledge and agree that the PAC agreement included in the RFP as Attachment C shall be included as part of the contract?

   Instron response: Yes

2. **Virginia Tech question:** As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts' portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

   Instron response: It will be preferred by Instron to not include line itemized pricing or bulk pricing for orders. Our quotations are considered confidential between Instron and our customers and should not be shared with anyone else.

3. **Virginia Tech question:** Are there any additional forms or documents that you will require to be incorporated into the contract documents? If so, please submit.

   Instron response: No.

4. **Virginia Tech question:** Do you agree to provide invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

   Instron response: Yes, we agree.

5. **Virginia Tech question:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

   Instron response: Yes, we agree.

6. **Virginia Tech question:** Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

   Instron response: Yes, we agree.

7. **Virginia Tech question:** Do you agree that the initial contract period shall be two years?

   Instron response: Yes, we agree.

8. **Virginia Tech question:** Upon completion of the initial contract period, do you agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) two-year periods?

   Instron response: Yes, we agree.

9. **Virginia Tech question:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

   Instron response: Yes, we agree.

10. **Virginia Tech question:** If awarded a contract, are you willing to hold prices firm for the initial contract period of two-years?

    Instron response: No, we cannot hold prices that long. We review our pricing structure several times a year. However, for each quote the price is held for 60 days.

11. **Virginia Tech question:** Please provide your best and final schedule of prices for all services offered.

    Instron response: Pricing has been provided and considered business confidential.

12. **Virginia Tech question:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

    Instron response: Yes.

13. **Virginia Tech question:** Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

    Instron response: Yes.

14. **Virginia Tech question:** Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

    Instron response: No; eVA transaction fees were not mentioned at all in the RFP for this procurement. We will include the eVA transaction fees in each quote submitted.

15. **Virginia Tech question:** Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 952642405 shall govern the contract if a contract is awarded to your company?

    Instron response: Yes

16. **Virginia Tech question:** Please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.

    Instron response:
    For any communications listed above, please use:
    (a) Jennifer Bottari, Sales Support Administrator, Jennifer_bottari@instron.com, [redacted] and
    (b) Veronica Murray, Sales Coordinator, veronica_murray@instron.com, [redacted]

    Sending to both will help to guarantee communications are not lost or delayed should one be out of office or unavailable.

17. **Virginia Tech question:** Are there any additional financial or value-added incentives you would like to offer at this time?

    Instron response: No.