

CONTRACT MODIFICATION AGREEMENT

Date: January 28, 2021

Contract No.: UCP-TG-025-09

Modification # 4 & Renewal # 12

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Butler Animal Health Holding Company, LLC dba Covetrus North America/
Butler Animal Health Supply, LLC

Commodity: Pharmaceuticals and Medical Supplies for Veterinary Purposes

This Supplemental Agreement is entered into pursuant to the provisions of the standard contract.

Description of Modification:

1. The parties hereby agree to modify the renewal term for all remaining renewals from one-year successive terms to three-year successive terms.
2. The parties agree to renew the contract in accordance with #1. The new contract expiration date will be May 31, 2024.

Except as provided herein, all terms and conditions of Contract Number UCP-TG-025-09, as heretofore changed, remain unchanged and in full force and effect.

Contractor

Virginia Tech

By: *Kelly R Bullock*
Kelly R Bullock (Feb 17, 2021 17:40 EST)
(Signature)
Kelly Bullock - VP, Pricing & Analytics
Name and Title

By: DocuSigned by:
Mary Helmick
5943314F5CD3478...
Mary Helmick
Director of Procurement



Procurement
 300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

December 20, 2019

Beth Seeley
 Covetrus North America/Butler Animal Health Supply LLC
 400 Metro Place North
 Dublin, OH 43017

Dear Ms. Seeley:

Subject: Contract Renewal Letter

Virginia Tech Contract #: UCP-TG-025-09
 Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies
 Renewal Period: June 1, 2020 to May 31, 2021
 Renewal #: (11) one-year renewal

In accordance with the renewal provision of the original contract, the university would like to renew the contract for an additional term. Please advise concerning your intention by signing in the appropriate space below. A signed copy of this letter should be received in Procurement by January 5, 2020.

In addition, review the attached form which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,

Roger Gupta, GPPB, CUPO, VCO
 Buyer Senior/Contracts Officer
 Telephone: (540) 231-4177

Covetrus North America/Butler Animal Health Supply LLC agrees to renew the contract under the terms and conditions of the subject contract.

Authorized Signature:

V.T. 7/7/
VICTOR THOMAS FORTE IV
 (please print)

Date: 30 Dec, 2019

Name:

Title: EVP, CCO

We currently participate in the Wells One Program.

We would like to participate in the Wells One Program

RG/dj

Approved:

Jordan Stump
 Interim Assistant Director of Procurement

Date: 1/10/20

CONTRACT MODIFICATION AGREEMENT

Date: August 2, 2019

Contract No.: TG-025-09

Modification No.: 3

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Butler Animal Health Holding Company, LLC
DBA Henry Schein Animal Health/Butler Animal Health Supply, LLC

Commodity: Pharmaceuticals and Medical Supplies for Veterinary Purposes (87558)

This Supplemental Agreement is entered into pursuant to the provisions of the standard contract.

Description of Modification:

1. The contractor name for the aforementioned contract shall be changed as follows:

Previous Contractor Name:

Butler Animal Health Holding Company, LLC
DBA Henry Schein Animal Health/Butler Animal Health Supply, LLC
400 Metro Place North
Dublin, OH 43017

New Contractor Name:

Butler Animal Health Holding Company, LLC
DBA Covetrus North America/ Butler Animal Health Supply, LLC
400 Metro Place North
Dublin, OH 43017

Except as provided herein, all terms and conditions of Contract Number TG-010-10, as heretofore changed, remain unchanged and in full force and effect.

Contractor

Virginia Tech

By: 

By: 

(Signature)

Sean Henderson - CFO

Name and Title

Jordan Stump

Interim Assistant Director for Research Support

Contractor Information Form

Date	August 2, 2019
Contract Number or PO Number	TG-025-09
Contract Officer Manager	Roger Gupta
Contractor Full Legal Name	Butler Animal Health Holding Company, LLC
Contractor DBA Name	Covetrus North America/Butler Animal Health Supply, LLC
Contractor Billing Name	Covetrus North America
Contractor Federal Taxpayer Number	38-3719162
Purchase Order Address P O Box/Street Address City State Zip Code	400 Metro Place North Dublin, OH 43017
Payment Address P O Box/Street Address City State Zip Code	PO BOX 223739 Pittsburg, PA 15251
Contractor Signatory Contact Name	Charles Jakeway
Contractor Signatory Contact Phone	
Contractor Signatory Contact Email	biddesk@covetrus.com
Contractor Sales Person Contact Name	Todd Hollowell
Contractor Sales Person Contact Phone	
Contractor Sales Person Contact Email	todd.hollowell@covetrus.com
Contractor Fax Number	N/A
Contractor Web Site	www.northamerica.covetrus.com
PO Delivery Method: Contractor Fax Number or General Email Address	SpecialMarketOrders@covetrus.com



Procurement
 300 Turner Street NW
 North End Center, Ste 2100
 Blacksburg, Virginia 24061
 P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

December 7, 2018

Beth Seeley
 Henry Schein Animal Health
 400 Metro Place North
 Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract # UCP-TG-025-09
 Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires May 31, 2019. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received in Procurement by January 4, 2019.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,

Patricia Mullins, CPPO, CUPO, VCO
 Assistant Director of Procurement-Research Support
 Telephone (540)231-9129

Henry Schein Animal Health agrees to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature: Date: 1/18/19

Name: Sean Henderson Title: CFO
 (please print)

We currently participate in the Wells One Program. We would like to participate in the Wells One Program

Henry Schein Animal Health does not agree to renew the contract for an additional year.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____
 (please print)

PM/ss _____
 Approved: Date: 1-23-2019
 Mary W. Helmick
 Director of Procurement

CONTRACT MODIFICATION AGREEMENT

Date: February 8, 2019

Contract No.: UCP-TG-025-09

Modification No.: 2

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Butler Animal Health Holding Company, LLC DBA Henry Schein Animal Health

Commodity: Pharmaceuticals and Medical Supplies for Veterinary Purposes (87558)

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The contractor name was changed In Modification 1 to reflect the rebranding of Butler Animal Health Holding Company, LLC, DBA Butler Schein Animal Health to Henry Schein Animal Health, see below:

Previous Contractor Name:

*Butler Animal Health Holding Company, LLC
DBA Butler Schein Animal Health Supply
400 Metro Place North
Dublin, OH 43017*

New Contractor Name:

*Butler Animal Health Holding Company, LLC
DBA Henry Schein Animal Health
400 Metro Place North
Dublin, OH 43017*

The vendor has requested this Modification #2 to clarify their entity name which is as follows:

Updated Contractor Name:

**Butler Animal Health Holding Company, LLC
DBA Henry Schein Animal Health/Butler Animal Health Supply, LLC
400 Metro Place North
Dublin, OH 43017**

The Period of Contract is renewed beginning June 1, 2019 and shall remain in effect through May 31, 2020.

Except as provided herein, all terms and conditions of Contract Number UCP-TG-025-09, as heretofore changed, remain unchanged and in full force and effect.

Contractor

Virginia Tech

By:

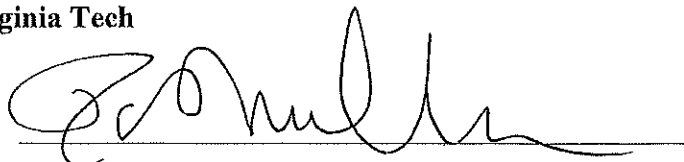


(Signature)

Sean Henderson - CFO

Name and Title

By:



Patricia Mullins

Acting Director of Procurement



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

March 9, 2018

Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health
Beth Seeley
400 Metro Place North
Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of January 16, 2018 and agreeing to renew the contract. The contract will now expire May 31, 2019.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patricia Mullins', written over a white background.

Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement-Research Support
Telephone (540)231-9129

PM/ss

c: HM
Rick Hiller

Contractor Information Form

Date	January 16, 2018
Term Contract Number	UCP-TG-025-09
Contract Officer	Patricia Mullins
Contractor Full Legal Name	Butler Animal Health Holding Company LLC
Contractor DBA Name	Henry Schein Animal Health
Contractor Billing Name	Henry Schein Animal Health
Contractor Federal Taxpayer Number	
Purchase Order Address P O Box/Street Address City State Zip Code	400 Metro Place North Dublin, OH 43017
Payment Address P O Box/Street Address City State Zip Code	P.O. Box 233739 Pittsburgh, PA 15251-2739
Contractor Signatory Contact Name	Beth Seeley
Contractor Signatory Contact Phone	800-282-5162 x5532
Contractor Signatory Contact Email	BSeeley@HenryScheinVet.com
Contractor Sales Person Contact Name	Michael Miller
Contractor Sales Person Contact Phone	888-838-2247
Contractor Sales Person Contact Email	mmiller@butlerahs.com
Contractor Fax Number	614-210-5611
Contractor Web Site	www.henryscheinvet.com
Comments:	



Procurement

300 Turner Street NW
North End Center, Ste 2100
Blacksburg, Virginia 24061
P: (540) 231-6221 F: (540) 231-9628
www.procurement.vt.edu

January 16, 2018

Beth Seeley
Butler Animal Health Holding Company, LLC., dba Henry Schein Health
400 Metro Place
Dublin, OH 43017

Dear Ms. Seely:

Subject: Virginia Tech Contract # UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires May 31, 2018. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received in Procurement by February 1, 2018.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,

Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement-Research Support
Telephone (540)231-9129

Butler Animal Health Holding Company, LLC., dba Henry Schein Health **agrees** to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature: Date: 3/6/2018
Kimberly E. Allen (Mar 6, 2018)
Name: Kimberly E. Allen Title: President, Commercial Div.
(please print)

We currently participate in the Wells One Program. We would like to participate in the Wells One Program

Butler Animal Health Holding Company, LLC., dba Henry Schein Health **does not agree** to renew the contract for an additional year.

Authorized Signature: _____ Date: _____
Name: _____ Title: _____
(please print)

PM/ss

Approved: Date: 3-7-2018
Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement for Research Support



May 19, 2017

Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health
Beth Seeley
400 Metro Place North
Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract # TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of April 10, 2017 and agreeing to renew the contract. The contract will now expire May 31, 2018.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement-Research Support
Telephone (540)231-9129

PM/ss

c: F.M. Pro
Rick Hiller

VENDOR INFORMATION FORM

5/19/2017

TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Henry Schein Animal Health

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

Dublin

CITY

OH

STATE

43017

ZIP CODE

Beth Seeley

CONTACT PERSON

BSeeley@HenryScheinVet.com

EMAIL

PAYMENT ADDRESS:

P O Box 233739

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Pittsburgh

CITY

PA

STATE

15251-2739

ZIP CODE

800-282-5162 x5532

PHONE NUMBER

Prefer Email Correspondence

TOLL FREE NUMBER

614-210-5611

FAX NUMBER



Procurement Department (MC 0333)
 North End Center, Suite 2100, Virginia Tech
 300 Turner Street NW
 Blacksburg, Virginia 24061
 540/231-6221 Fax: 540/231-9628
www.procurement.vt.edu

April 10, 2017

Beth Seeley
 Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health
 400 Metro Place North
 Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract # TG-025-09
 Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires May 31, 2017. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received in Procurement by April 17, 2017.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,

Patricia Mullins, CPPO, CUPO, VCO
 Assistant Director of Procurement-Research Support
 Telephone (540)231-9129

Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health **agrees** to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature: Kimberly E. Allen
Kimberly E. Allen (May 19, 2017)

Date: May 16, 2017

Name: Kimberly E. Allen
 (please print)

Title: President, Commercial Div.

We currently participate in the Wells One Program. *We would like to participate in the Wells One Program* _____

Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health **does not agree** to renew the contract for an additional year.

Authorized Signature: _____

Date: _____

Name: _____
 (please print)

Title: _____

PM/ss
 Approved: Patricia Mullins
 Patricia Mullins, CPPO, CUPO, VCO
 Assistant Director of Procurement

Date: 5/19/17

Invent the Future

VENDOR INFORMATION FORM

XXXXXX
1/1/2016

see updates 5/15/2017

TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Henry Schein Animal Health

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

Dublin

CITY

OH

STATE

43017

ZIP CODE

Beth Seeley

CONTACT PERSON

biddesk@henryscheinvet.com

EMAIL

PAYMENT ADDRESS:

P O Box 233739

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Pittsburgh

CITY

PA

STATE

15251-2739

ZIP CODE

800-282-5162 x5532

PHONE NUMBER

Prefer Email Correspondence

TOLL FREE NUMBER

614-210-5611

FAX NUMBER

March 21, 2016

Beth Seeley
Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health
400 Metro Place North
Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract # UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies for Veterinary Purposes

Thank you for responding to my letter of January 20, 2016 and agreeing to renew the contract. The contract will now expire May 31, 2017.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,


Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement-Research Support
Telephone: (540)231-9129

PM/ss

c: F.M. Pro
Rick Hiller

Invent the Future

VENDOR INFORMATION FORM

1/29/2016

*TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Henry Schein Animal Health

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

Dublin

CITY

OH

STATE

43017

ZIP CODE

Beth Seeley

CONTACT PERSON

biddesk@henryscheinvet.com

EMAIL

PAYMENT ADDRESS:

P O Box 233739

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Pittsburgh

CITY

PA

STATE

15251-2739

ZIP CODE

800-282-5162 x5532

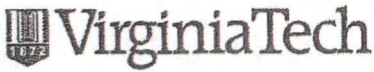
PHONE NUMBER

Prefer Email Correspondence

TOLL FREE NUMBER

614-210-5611

FAX NUMBER



Procurement Department (MC 0333)
 North End Center, Suite 2100, Virginia Tech
 300 Turner Street NW
 Blacksburg, Virginia 24061
 540/231-6221 Fax: 540/231-9628
www.procurement.vt.edu

January 20, 2016

Beth Seeley
 Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health
 400 Metro Place North
 Dublin, OH 43017

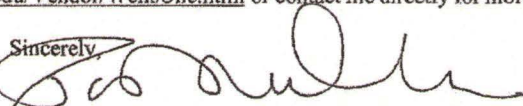
Dear Ms. Seeley:

Subject: Virginia Tech Contract # UCP-TG-025-09
 Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies for Veterinary Purposes

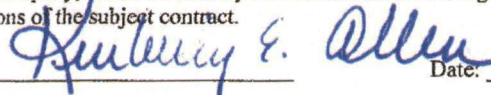
This is to inform you that the subject contract expires May 31, 2016. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received by Procurement by February 22, 2016.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: <http://www.procurement.vt.edu/Vendor/WellsOne.html> or contact me directly for more information.

Sincerely,

 Patricia Mullins, CPPO, CUPO, VCO
 Assistant Director of Procurement-Research Support
 Telephone: (540) 231-9129

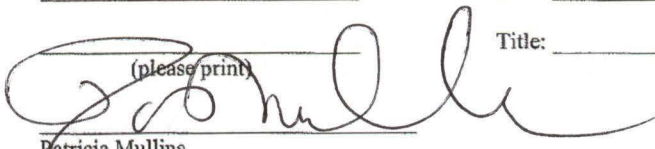
Butler Animal Health Holding Company, LLC. Dba Henry Schein Animal Health agrees to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature:  Date: 3/15/16
 Name: Kimberly E. Allen Title: President, Commercial Div.
 (please print)

We currently participate in the Wells One Program. We would like to participate in the Wells One Program

does not agree to renew the contract for an additional

Butler Animal Health Holding Company, LLC. Dba Henry Schein Animal Health does not agree to renew the contract for an additional year.

Authorized Signature: _____ Date: _____
 Name: _____ Title: _____
 (please print)

 Approved: Patricia Mullins
 Assistant Director of Procurement -Research Support
 Date: 3-17-2016

Invent the Future

VENDOR INFORMATION FORM

12/17/2015

TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Henry Schein Animal Health

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

Dublin

CITY

OH

43017

STATE

ZIP CODE

PAYMENT ADDRESS:

P O Box 233739

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Pittsburgh

CITY

PA

15251-2739

STATE

ZIP CODE

Beth Seeley

CONTACT PERSON

800-282-5162 x5532

PHONE NUMBER

Prefer Email Correspondence

TOLL FREE NUMBER

biddesk@henryscheinvet.com

EMAIL

614-210-5611

FAX NUMBER

February 11, 2015

Beth Seeley
Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health
400 Metro Place North
Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies For Veterinary Purposes

Thank you for responding to my letter of December 12, 2014 and agreeing to renew the contract for an additional year. The contract will now expire May 31, 2016.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,



Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement-Research Support
Telephone: (540) 231-9129

PM/tdj

c: F.M. Pro
Patricia L. Roberts

Invent the Future

VENDOR INFORMATION FORM

12/18/2014

TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Henry Schein Animal Health

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

Dublin

CITY

OH

STATE

43017

ZIP CODE

PAYMENT ADDRESS:

P O Box 233739

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Pittsburgh

CITY

PA

STATE

15251-2739

ZIP CODE

Beth Seeley

CONTACT PERSON

biddesk@henryscheinvet.com

EMAIL

800-282-5162 x5532

PHONE NUMBER

Prefer Email Correspondence

TOLL FREE NUMBER

614-210-5611

FAX NUMBER

December 12, 2014

Beth Seeley
Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health
400 Metro Place North
Dublin, OH 43017

Dear Ms. Seeley:

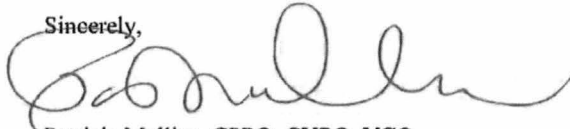
Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires May 31, 2015. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by January 12, 2015.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,



Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement-Research Support
Telephone: (540) 231-9129

Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health **agrees** to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: Kimberly E. Allen Date: January 12, 2015
Name: Kimberly E. Allen Title: President, Commercial Division
(please print)

Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health **does not agree** to renew the contract for an additional year.

Authorized Signature: _____ Date: _____
Name: _____ Title: _____
(please print)

PM/tdj
c: FMP

Approved: Patricia Mullins
Patricia Mullins
Assistant Director of Procurement-Research Support

Date: 2-10-15

Invent the Future

VENDOR INFORMATION FORM

12/10/2014

TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Henry Schein Animal Health

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

Dublin

CITY

OH

STATE

43017

ZIP CODE

PAYMENT ADDRESS:

P O Box 233739

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Pittsburgh

CITY

PA

STATE

15251-2739

ZIP CODE

Beth Seeley

CONTACT PERSON

biddesk@henryscheinvet.com

EMAIL

800-282-5162 x5532

PHONE NUMBER

Prefer Email Correspondence

TOLL FREE NUMBER

614-210-5611

FAX NUMBER

January 24, 2014

Beth Seeley
Butler Animal Health Holding Company, LLC., dba Henry Schein Animal Health
400 Metro Place North
Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies For Veterinary Purposes

Thank you for responding to my letter of December 17, 2013 and agreeing to renew the contract for an additional year. The contract will now expire May 31, 2015.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,



Patricia Mullins, CPPO, VCO
Assistant Director of Procurement-Research Support
Telephone: (540) 231-9129

PM/tdj

c: F.M. Pro
Patricia L. Roberts

VENDOR INFORMATION FORM

1/23/2014

----- for office use -----

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Henry Schein Animal Health

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

PAYMENT ADDRESS:

P O BOX ADDRESS 1

P O Box 233739

PAYMENT P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

PAYMENT STREET ADDRESS 2

Dublin

CITY

Pittsburgh

CITY

OH

STATE

43017

ZIP CODE

PA

STATE

15251-2739

ZIP CODE

Beth Seeley

CONTACT PERSON

800-282-5162 x5532

PHONE NUMBER

biddesk@henryscheinvet.com

EMAIL

Prefer Email Correspondence

TOLL FREE NUMBER

614-210-5611

FAX NUMBER



Procurement Department (MC 0333)
 North End Center, Suite 2100, Virginia Tech
 300 Turner Street NW
 Blacksburg, Virginia 24061
 540/231-6221 Fax: 540/231-9628
 www.procurement.vt.edu

December 17, 2013

Beth Seeley
 Butler Animal Health Holding Company, LLC.. dba Henry Schein Animal Health
 400 Metro Place North
 Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract #UCP-TG-025-09
 Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires May 31, 2014. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by January 17, 2014.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

Patricia Mullins, CPPO, VCO
 Assistant Director of Procurement-Research Support
 Telephone: (540) 231-9129

Butler Animal Health Holding Company, LLC.. dba Henry Schein Animal Health agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: _____ Date: January 15, 2014
 Name: Kimberly E. Allen Title: President, Commercial Division
 (please print)

Butler Animal Health Holding Company, LLC.. dba Henry Schein Animal Health does not agree to renew the contract for an additional year.

Authorized Signature: Kimberly E. Allen Date: 1/15/14
 Name: _____ Title: _____
 (please print)

PM/tdj
 c: FMP

Approved:
 Patricia Mullins
 Assistant Director of Procurement-Research Support

Date: 1-16-14

Invent the Future

VENDOR INFORMATION FORM

12/16/2013

TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Henry Schein Animal Health

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

PURCHASE ORDER ADDRESS:

PAYMENT ADDRESS:

P O BOX ADDRESS 1

P O Box 233739

PAYMENT P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

PAYMENT STREET ADDRESS 2

Dublin

CITY

Pittsburgh

CITY

OH

STATE

43017

ZIP CODE

PA

STATE

15251-2739

ZIP CODE

Beth Seeley

CONTACT PERSON

800-282-5162 x5532

PHONE NUMBER

biddesk@henryscheinvet.com

biddesk@butlerschein.com

EMAIL

Prefer Email Correspondence

TOLL FREE NUMBER

614-210-5611

FAX NUMBER

CONTRACT MODIFICATION AGREEMENT

Date: June 11, 2013

Contract No.: UCP-TG-025-09

Modification No.: 1

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Butler Animal Health Holding Company, LLC

Commodity: Pharmaceuticals and Medical Supplies for Veterinary Purposes (87558)

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The contractor for the aforementioned contract shall be changed to reflect the rebranding of Butler Animal Health Holding Company, LLC, DBA Butler Schein Animal Health to Henry Schein Animal Health. The Federal Taxpayer Identification Number remains the same.

Previous Contractor Name:

Butler Animal Health Holding Company, LLC
DBA Butler Schein Animal Health Supply
PO Box 7153
400 Metro Place North
Dublin, OH 43017

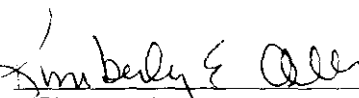
New Contractor Name:

Butler Animal Health Holding Company, LLC
DBA Henry Schein Animal Health
400 Metro Place North
Dublin, OH 43017

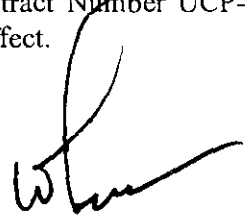
Except as provided herein, all terms and conditions of Contract Number UCP-TG-003-10, as heretofore changed, remain unchanged and in full force and effect.

Contractor

Virginia Tech

By: 
(Signature)

Kimberly E. Allen, President,
Name and Title Commercial Division

By: 

W. Thomas Kaloupek
Director of Purchasing

January 9, 2013

Beth Seeley
Butler Schein Animal Health Supply
P O Box 7153, 400 Metro Place North
Dublin, OH 43017

Dear Ms. Seeley:

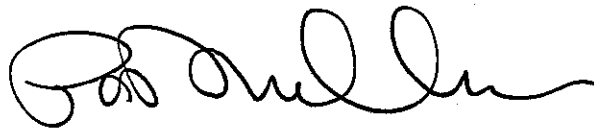
Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of December 17, 2012 and agreeing to renew the contract for an additional year. The contract will now expire May 31, 2014.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,



Patricia Mullins, CPPO, VCO
Assistant Director of Purchasing for Research Support
Telephone: (540) 231-9129

PM/tdj

c: F.M. Pro
Patricia L. Roberts

Invent the Future

VENDOR INFORMATION FORM

TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Butler Schein Animal Health Supply

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

Butler Schein Animal Health Supply

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

PURCHASE ORDER ADDRESS:

P O Box 7153

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

Dublin

CITY

OH

43017

STATE

ZIP CODE

PAYMENT ADDRESS:

P O Box 233739

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Pittsburgh

CITY

PA

15251-2739

STATE

ZIP CODE

Beth Seeley

CONTACT PERSON

800-282-5162 x5532

PHONE NUMBER

biddesk@butlerschein.com

EMAIL

Prefer Email Correspondence

TOLL FREE NUMBER

614-210-5611

FAX NUMBER



Purchasing Department
 270 Southgate Center (0333)
 Blacksburg, Virginia 24061
 540/231-8221 Fax: 540/231-9628
 www.purch.vt.edu

December 17, 2012

Beth Seeley
 Butler Schein Animal Health Supply
 P O Box 7153, 400 Metro Place North
 Dublin, OH 43017

Dear Ms. Seeley:

Subject: Virginia Tech Contract #UCP-TG-025-09
 Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires May 31, 2013. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by January 9, 2013.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

Patricia Mullins, CPPO, VCO
 Assistant Director of Purchasing for Research Support
 Telephone: (540) 231-9129

Butler Schein Animal Health Supply agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: Kimberly E. Allen

Date: January 8, 2013

Name: Kimberly E. Allen
 (please print)

Title: President, Commercial Division

Butler Schein Animal Health Supply does not agree to renew the contract for an additional year.

Authorized Signature: _____

Date: _____

Name: _____
 (please print)

Title: _____

PM/tdj
 c: FMP

Approved: W. Thomas Kaloupek
 Director of Purchasing

Date: 1/8/2013

Invent the Future

VENDOR INFORMATION FORM

TG 025 09

----- for office use -----

Patricia Mullins

Butler Animal Health Holding Company LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

Butler Schein Animal Health Supply

BUSINESS NAME/ DBA NAME/TA NAME

(if different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

Butler Schein Animal Health Supply

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

P O Box 7153

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

Dublin

CITY

OH

43017

STATE

ZIP CODE

PAYMENT ADDRESS:

P O Box 233739

PAYMENT P O BOX ADDRESS 1

400 Metro Place North

PAYMENT STREET ADDRESS 2

Pittsburgh

CITY

PA

15251-2739

STATE

ZIP CODE

Beth Seeley

CONTACT PERSON

biddesk@butlerschein.com

EMAIL

800-282-5162 x5532

PHONE NUMBER

Prefer Email Correspondence

TOLL FREE NUMBER

614-761-0016

614-210-5611

FAX NUMBER

January 13, 2012

Beth Seeley
Butler Schein Animal Health Supply
PO Box 7153
Dublin, OH 43017

Dear Ms. Seeley:

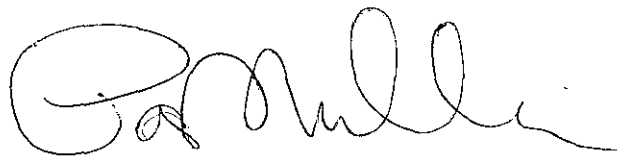
Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of December 21, 2011 and agreeing to renew the contract for an additional year. The contract will now expire May 31, 2013.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,



Patricia Mullins, CPPO, VCO
Assistant Director of Purchasing for Research Support
Telephone: (540) 231-9129

PM/tj

c: F.M. Pro
Patricia L. Roberts

Invent the Future

VENDOR INFORMATION FORM

TG 025 09

----- for office use -----

PATRICIA MULLINS

BUTLER ANIMAL HEALTH HOLDING COMPANY LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(if different than ID# above)

PURCHASE ORDER ADDRESS:

PO BOX 7153

P O BOX ADDRESS 1

PO BOX 233739

PAYMENT P O BOX ADDRESS 1

400 METRO PLACE NORTH

STREET ADDRESS 2

PAYMENT STREET ADDRESS 2

DUBLIN

CITY

PITTSBURGH

CITY

OH

43017

STATE

ZIP CODE

PA

15251-2739

STATE

ZIP CODE

BETH SEELEY

CONTACT PERSON

PHONE NUMBER

BIDDESK@BUTLERSCHEIN.COM

EMAIL

PREFER EMAIL CORRESPONDENCE

TOLL FREE NUMBER

614-761-0016

FAX NUMBER



Purchasing Department
 270 Southgate Center (0333)
 Blacksburg, Virginia 24061
 540/231-6221 Fax: 540/231-9628
 www.purch.vt.edu

December 21, 2011

~~Eco-E. McNeil~~ Retired Use: Beth Seeley
 Butler Schein Animal Health Supply
 PO Box 7153
 Dublin, OH 43017


Dear Mr. McNeil:

Subject: Virginia Tech Contract #UCP-TG-025-09
 Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires May 31, 2012. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by January 16, 2012.

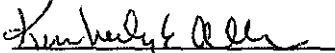
Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,


Patricia Mullins, CPPO, VCO
 Assistant Director of Purchasing for Research Support
 Telephone: (540) 231-9129

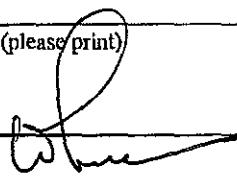
Butler Schein Animal Health Supply agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature:  Date: January 11, 2012
 Name: Kimberly E. Allen Title: President, Commercial Division
 (please print)

Butler Schein Animal Health Supply does not agree to renew the contract for an additional year.

Authorized Signature: _____ Date: _____
 Name: _____ Title: _____
 (please print)

PM/tdj
 c: FMP

Approved: 
 W. Thomas Kaloupek
 Director of Purchasing
 Date: 1/12/2012

Invent the Future

VENDOR INFORMATION FORM

TG 025 09

----- for office use -----

PATRICIA MULLINS

BUTLER ANIMAL HEALTH HOLDING COMPANY LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)


FEDERAL TAXPAYER NUMBER

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

PURCHASE ORDER ADDRESS:

PO BOX 7153

P O BOX ADDRESS 1

400 Metro Place North

STREET ADDRESS 2

DUBLIN

CITY

OH

STATE

43017

ZIP CODE

PAYMENT ADDRESS:

P.O. Box 223739

~~36527~~ TREASURY CENTER

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

~~CHICAGO~~

Pittsburgh

CITY

~~PA~~

STATE

~~60004~~ 15251-2739

ZIP CODE

~~LEO E. MCNEIL~~ Beth Seeley

CONTACT PERSON


PHONE NUMBER

BIDDESK@BUTLERSCHEIN.COM

EMAIL

1-800-282-5162

TOLL FREE NUMBER

~~6147610018~~ prefer email correspondence

FAX NUMBER

January 11, 2011

Leo E. McNeil
Butler Schein Animal Health Supply
PO Box 7153
Dublin, OH 43017

Dear Mr. McNeil:

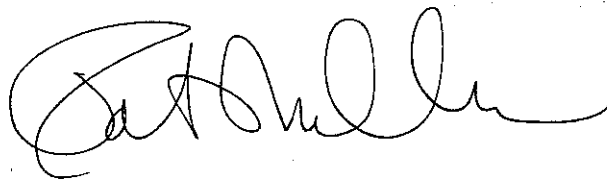
Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of December 20, 2010 and agreeing to renew the contract for an additional year. The contract will now expire May 31, 2012.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,



Patricia Mullins, CPPO, VCO
Assistant Director of Purchasing for Research Support
Telephone: (540) 231-9129

PM/tdj

c: F.M. Pro
Patricia L. Roberts

Invent the Future

VENDOR INFORMATION FORM

TG 025 09

----- for office use -----

PATRICIA MULLINS

BUTLER ANIMAL HEALTH HOLDING COMPANY LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

FEDERAL TAXPAYER NUMBER

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

PURCHASE ORDER ADDRESS:

PO BOX 7153

ADDRESS 1

ADDRESS 2

DUBLIN

CITY

OH

STATE

43017

ZIP CODE

PAYMENT ADDRESS:

36527 TREASURY CENTER

ADDRESS 1

ADDRESS 2

CHICAGO

CITY

IL

STATE

60694

ZIP CODE

LEO E. MCNEIL

CONTACT PERSON

BIDDESK@BUTLERSCHEIN.COM

EMAIL

PHONE NUMBER

1-800-282-5162

TOLL FREE NUMBER

614-761-0016

FAX NUMBER



VirginiaTech

Purchasing Department
270 Southgate Center (0333)
Blacksburg, Virginia 24061
540/231-6221 Fax: 540/231-9628
www.purch.vt.edu

December 20, 2010

Leo E. McNeil
Butler Schein Animal Health Supply
PO box 7153
Dublin, OH 43017


Dear Mr. McNeil:

Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies


This is to inform you that the subject contract expires May 31, 2011. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by January 5, 2011.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

Patricia Mullins, CPPO, VCO
Assistant Director of Purchasing for Research Support
Telephone: (540) 231-9129

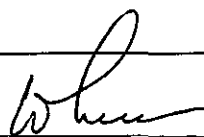
Butler Schein Animal Health Supply agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature:  Date: January 4, 2011
Name: Leo E. McNeil Title: CFO & Executive Vice President
(please print)

Butler Schein Animal Health Supply does not agree to renew the contract for an additional year.

Authorized Signature: _____ Date: _____
Name: _____ Title: _____
(please print)

PM/tdj
c: FMP

Approved: 
W. Thomas Kaloupek
Director of Purchasing
Date: 1/16/2011

Invent the Future

Department

VENDOR INFORMATION FORM

TG 025 09

for office use

PATRICIA MULLINS

BUTLER ANIMAL HEALTH HOLDING COMPANY LLC ✓

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

██████████ ✓
FEDERAL TAXPAYER NUMBER

BUTLER SCHEIN ANIMAL HEALTH SUPPLY ✓

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BILLING NAME

(Company name as it appears on your invoice)

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

PURCHASE ORDER ADDRESS:

PO BOX 7153 ✓

ADDRESS 1

400 Metro Place North

ADDRESS 2

DUBLIN

CITY

OH ✓

43017 ✓

STATE

ZIP CODE

PAYMENT ADDRESS:

~~XXXXXX~~

36527 Treasury Center

ADDRESS 1

ADDRESS 2

Chicago

CITY

IL

60694

STATE

ZIP CODE

LEO E. MCNEIL

CONTACT PERSON

Biddesk@butlerschein.com

~~GREYNOLDS@BUTLERSCHEIN.COM~~ ✓

EMAIL

██████████
PHONE NUMBER

1-800-282-5162

TOLL FREE NUMBER

614-761-0016

FAX NUMBER

Buyer ID 905-CT-1-V-0

January 29, 2010

Leo E. Mcneil
Butler Animal Health Holding Company LLC, dba Butler Schein Animal Health Supply
PO Box 7153
Dublin, OH 43017

Dear Mr. Mcneil:

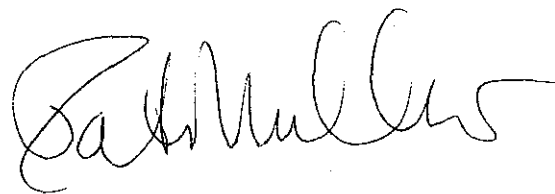
Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of December 15, 2009 and agreeing to renew the contract for an additional year. The contract will now expire May 31, 2011.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,



Patricia Mullins, CPPO, VCO
Senior Contracts Officer
Telephone: (540) 231-9129

PM/t dj

c: F.M. Pro
Patricia L. Roberts

Invent the Future

VENDOR INFORMATION FORM

TG 025 09

----- for office use -----

PATRICIA MULLINS

BUTLER ANIMAL HEALTH HOLDING COMPANY LLC

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

[REDACTED]
FEDERAL TAXPAYER NUMBER

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BUSINESS NAME/ DBA NAME/TA NAME

(If different than Full Legal Name)

[REDACTED]
FEDERAL TAXPAYER NUMBER

(If different than ID# above)

BUTLER SCHEIN ANIMAL HEALTH SUPPLY

BILLING NAME

(Company name as it appears on your invoice)

[REDACTED]
FEDERAL TAXPAYER NUMBER

(If different than ID# above)

PURCHASE ORDER ADDRESS:

PO BOX 7153

ADDRESS 1

[REDACTED]
ADDRESS 2

DUBLIN

CITY

OH

STATE

43017

ZIP CODE

LEO E. MCNEIL

CONTACT PERSON

CREYNOLDS@BUTLERSCHEIN.COM

EMAIL

PAYMENT ADDRESS:

SAME

ADDRESS 1

[REDACTED]
ADDRESS 2

[REDACTED]
CITY

[REDACTED]
STATE

[REDACTED]
ZIP CODE

[REDACTED]
PHONE NUMBER

1-800-282-5162

TOLL FREE NUMBER

614-761-0016

FAX NUMBER

December 15, 2009

Leo E. Mcneil
Butler Animal Health Holding Company LLC, dba Butler Animal Health Supply LLC
PO Box 7153
Dublin, OH 43017

Dear Mr. Mcneil:

Subject: Virginia Tech Contract #UCP-TG-025-09
Commodity/Service: Veterinary Pharmaceutical and Medical Supplies

This is to inform you that the subject contract expires May 31, 2010. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by January 4, 2010.

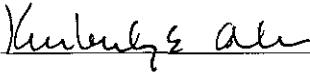
Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,


Patricia Mullins, CPPO, VCO
Senior Contracts Officer
Telephone: (540) 231-9129

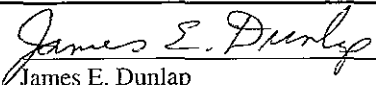
Butler Animal Health Holding Company LLC, dba ~~Butler Animal Health Supply LLC~~ ^{Butler Schein Animal Health} agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature:  Date: January 6, 2010
Name: Kimberly E. Allen Title: President, Commercial Division
(please print)

Butler Animal Health Holding Company LLC, dba Butler Animal Health Supply LLC **does not agree** to renew the contract for an additional year.

Authorized Signature: _____ Date: _____
Name: _____ Title: _____
(please print)

PM/tdj
c: FMP

Approved: 
James E. Dunlap
Associate Director of Purchasing

Date: 1/11/2010

Invent the Future

VENDOR INFORMATION FORM

TG 025 09

----- for office use -----

PATRICIA MULLINS

BUTLER ANIMAL HEALTH HOLDING COMPANY LLC ✓

FULL LEGAL NAME

(Company Name as it appears with your Federal Taxpayer Number)

[REDACTED]
FEDERAL TAXPAYER NUMBER

Butler Schein Animal Health *Supply* ✓
~~BUTLER ANIMAL HEALTH SUPPLY LLC~~

BUSINESS NAME / DBA NAME / A NAME

(If different than Full Legal Name)

[REDACTED]
FEDERAL TAXPAYER NUMBER

(If different than ID# above)

Butler Schein Animal Health ✓

BILLING NAME

(Company name as it appears on your invoice)

[REDACTED]
FEDERAL TAXPAYER NUMBER

(If different than ID# above)

PURCHASE ORDER ADDRESS:

PO BOX 7153

ADDRESS 1

[REDACTED]
ADDRESS 2

DUBLIN

CITY

OH

STATE

43017

ZIP CODE

LEO E. MCNEIL

CONTACT PERSON

@ButlerSchein.com
CREYNOLDS@BUTLERAHS.COM-

EMAIL

PAYMENT ADDRESS:

SAME

ADDRESS 1

[REDACTED]
ADDRESS 2

[REDACTED]
CITY

[REDACTED]
STATE

[REDACTED]
ZIP CODE

[REDACTED]
PHONE NUMBER

~~1-800-848-5982~~

1-800-282-5162

TOLL FREE NUMBER

614-761-0016

FAX NUMBER

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: UCP-TG-025-09

This contract entered into this 5th day of May, 2009 by Butler Animal Health Holding Company, LLC, 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 Pharmaceuticals and Medical Supplies for Veterinary Purposes to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From June 1, 2009 through May 31, 2010.

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

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request for Proposal (RFP) number 0006765 dated October 29, 2008, together with Addendum Number 1 To RFP dated December 1, 2008, the proposal submitted by the Contractor dated November 25, 2008 and Attachment 1, all of which contract documents are incorporated herein.

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

Contractor Butler Animal Health Supply Virginia Tech

By: Leo E. McNeil
(Signature)
Leo E. McNeil
Name and Title
Executive VP & CFO

By: James E. Dunlap
James E. Dunlap
Associate Director of Purchasing



October 29, 2008

Dear Potential Offeror:

Virginia Tech is soliciting sealed proposals to establish a contract with one or more qualified sources through competitive negotiations for pharmaceuticals and medical supplies for veterinary purposes.

Offerors are encouraged to submit proposals for any or all of the product categories listed in this proposal. Note Section VIII. B. Award.

We encourage you to read this entire document and provide the information requested in Section VII, Proposal Preparation and Submission.

Note that sealed proposals must be received by 3PM on December 2, 2008.

Sincerely,

Patricia Mullins, CPPO, VCO
Senior Contracts Officer

Invent the Future



Request for Proposal #0006765

For

Pharmaceuticals and Medical Supplies for Veterinary Purposes

October 29, 2008

RFP 0006765
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Patricia Mullins, CPPO, VCO, Phone: (540) 231-9129, e-mail: mullinsp@vt.edu.

DUE DATE: Sealed Proposals will be received until December 2, 2008 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 270 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

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 services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: _____. For certification assistance, please visit: <http://www.dmb.state.va.us/swamcert.html>.

- Large**
- Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
- Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.
- Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: 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 in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
BILLING NAME <small>(Company name as it appears on your invoice)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS

08/08

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with one or more qualified sources through competitive negotiations for Pharmaceuticals and Medical Supplies for veterinary purposes for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract and renewal provisions, if any, will be negotiated.

III. BACKGROUND:

As part of the College of Veterinary Medicine, Virginia Tech operates the Marion duPont Scott Equine Medical Center and the Veterinary Teaching Hospital. Both facilities exist in conjunction with the Virginia-Maryland Regional College of Veterinary Medicine.

The Veterinary Teaching Hospital, located on the Blacksburg campus, is a comprehensive, advanced care facility, which provides primary and referral care for animals throughout the states of Virginia and Maryland. The hospital complex includes a comprehensive small animal hospital and the Harry T. Peters, Jr. Animal Hospital. Also, the hospital complex includes almost a dozen treatment rooms, extensive animal holding facilities, surgeries, intensive care units, and diagnostic laboratories. As a part of the hospital, the Production Management Medicine service offers ambulatory field service and herd and flock health programs for agricultural producers throughout the two-state service area. Most clinical faculty members are board certified specialists in areas like medicine, surgery, ophthalmology, radiology, anesthesiology, neurology, dermatology and other areas applying advanced diagnostic and therapeutic techniques in caring for hospital patients.

While a part of the College of Veterinary Medicine, the Marion duPont Scott Equine Medical Center at Morven Park in Leesburg, Virginia, operates separately and independently from the college. Opened in 1984, the Marion duPont Scott Equine Medical Center serves as a referral hospital for equine patients ranging from equine athletes to pleasure animals. The Center's staff of healthcare professionals includes board certified veterinarians in anesthesia, internal medicine, and surgery; veterinarians in residency training programs; certified veterinary technicians; and professional staff providing nursing care, laboratory services, medical imaging, and intensive care services. Services include emergency and critical care services, which are available 24 hours daily – every day of the year, Sports Medicine Center, and Veterinary Learning Center.

IV. 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 trading partner within the eVA system.*

There are registration fees and 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/register/vendorreg.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: eVAcustomer@dgsvirginia.gov, or call 866-289-7367 or 804-371-2525.

V. 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 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. 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. 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.

VI. STATEMENT OF NEEDS:

A. General:

Virginia Tech needs the services of a contractor or contractors to provide pharmaceuticals and/or medical supplies for veterinary purposes as requested by the Marion du Pont Scott Equine Medical Center and the Veterinary Teaching Hospital.

B. Products:

1. All products provided under this contract shall be guaranteed by the Contractor to meet the requirements and standards for veterinary medicine as provided by USP/NF standards and/or as required by the FDA. All products shall be manufactured or compounded, packaged and handled in accordance with the provisions of current Federal Food, Drug and Cosmetic Act regulations.
2. Expiration Dates: All products bearing expiration dates shall be delivered with as long a shelf life as possible. Any product bearing less than a one-year dating may be returned at Virginia Tech's discretion for a full credit.

C. Orders:

1. It is desired that orders may be placed by either phone, fax, or taken directly by the Contractor's sales representative.
2. At the time an order is placed, the Contractor should provide the product status (i.e., in-stock, backordered, etc.) and the expected delivery date. Virginia Tech expects delivery within 120 hours of placing the order. If a particular item is out of stock, the Contractor may suggest a substitute item. Substitute items shall be of equivalent quality. The Contractor shall not ship substitute items without the prior approval of the Virginia Tech individual placing the order. Virginia Tech reserves the right to cancel orders without penalty for items that have a delayed delivery date, or that are temporarily out of stock or that fail to arrive by the expected delivery date.
3. It is desired that all orders shipped under this contract are **FOB Destination**. Unit prices should include shipping and handling charges.

D. Delivery Locations:

The Contractor shall deliver orders to the appropriate medical facility as follows.

1. Orders placed by the Marion duPont Scott Equine Medical Center are to be delivered to:
Virginia Polytechnic Institute and State University
Marion duPont Scott Equine Medical Center
Attn: (Individual placing order)
17690 Old Waterford Rd.
PO Box 1938
Leesburg, VA 20177
2. Orders placed by the Veterinary Teaching Hospital are to be delivered to:
Virginia Polytechnic Institute and State University
Veterinary Teaching Hospital (0443)
Attn: (Individual placing order)
Phase III – Duckpond Drive
Blacksburg, VA 24061

E. Returns:

Any products to be returned because of quality problems, duplicate shipments, short-dated or outdated products received, incorrectly ordered product, mis-picked product, damaged product, etc., should be picked up by the Contractor within one week of notification. Product not picked up within thirty (30) days may be disposed of by Virginia Tech without penalty. At the discretion of Virginia Tech, returned product may be replaced with like product or credited in the full amount originally charged. In the event of a credit, the Contractor should issue a written credit memo which indicates the original invoice, the product returned and the amount of the credit. The Contractor should not impose restocking charges/fees.

F. Pricing:

The contractor's price to Virginia Tech for items ordered against any resulting contract should be in the form of a firm percentage discount from the current price list, University or Veterinary school price list, or other designated pricing strategy. The discount should remain firm during the initial contract term and subsequent renewals.

G. Price Lists:

After contract award and when pricing changes, the contractor should send six (6) new price lists, catalogs, etc. to the addresses listed below. These price lists, catalogs, etc. should be delivered at least fifteen (15) days prior to any price increases becoming effective. Should the contractor fail to provide an updated price list, catalog, etc., the contractor shall accept the order and honor the price as listed in the outdated price list, catalog, etc.

Price Lists should be delivered to the following locations:

1. Virginia Polytechnic Institute and State University
Purchasing Department (0333)
Attn: Patricia Mullins
270 Southgate Center
Blacksburg, VA 24061
2. Virginia Polytechnic Institute and State University
Marion duPont Scott Equine Medical Center
Attn: Shawn Furr
PO Box 1938
Leesburg, VA 20177

3. Virginia Polytechnic Institute and State University
Marion duPont Scott Equine Medical Center
Attn: Cindi McKenzie
PO Box 1938
Leesburg, VA 20177
4. Virginia Polytechnic Institute and State University
Veterinary Teaching Hospital (0443)
Attn: Patti Roberts
Phase III – Duckpond Drive
Blacksburg, VA 24061
5. Virginia Polytechnic Institute and State University
Veterinary Teaching Hospital (0443)
Attn: Margaret Slusser
Phase III – Duckpond Drive
Blacksburg, VA 24061
6. Virginia Polytechnic Institute and State University
Veterinary Teaching Hospital (0443)
Attn: Ralph Roop
Phase IV – Duckpond Drive
Blacksburg, VA 24061

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. **One original and five copies** of each proposal must be submitted to:

Virginia Tech
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

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. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - e. 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.

B. 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. Offerors are required to submit the following information/items as a complete proposal:

1. Pricing Plan for Pharmaceuticals and Medical Supplies for Veterinary Purposes :
Describe your plan for pricing orders and include a discount structure. Submit six (6) current price lists, catalogs, etc. with your proposal submission. Describe how often price lists are updated. Describe your plan for conveying price changes. Virginia Tech is a member of Provista, formerly HealthCare Purchasing Partners International, LLC (HPPI). Please comment on whether or not you are a Provista contract vendor. If you are a Provista contract vendor, please describe your contract pricing arrangement through Provista and how it will impact any contract that may result from this solicitation.
2. Plan for Providing Pharmaceuticals and Medical Supplies for Veterinary Purposes:
Please describe your plan for providing pharmaceuticals and/or medical supplies for Veterinary Purposes for the Marion duPont Scott Equine Medical Center and The Veterinary Teaching Hospital. Elaborate in detail on the process for order placement, how the contract pricing is conveyed to Virginia Tech at time of order placement, delivery, and returns processing.
3. References:
Four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.
4. Small, Women-owned and Minority-owned Business (SWAM) Utilization:
Describe your plan for utilizing small businesses and businesses owned by women and minorities if awarded a contract. Describe your ability to provide statistical reporting on actual SWAM subcontracting when

requested. Specify if your business or the business or businesses that you plan to subcontract with are certified by the Department of Minority Business Enterprise.

5. The return of the General Information Form and addenda, if any, signed and filled out as required.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Pricing Plan for Pharmaceuticals and Medical Supplies for Veterinary Purposes	50
2. Plan for Providing Pharmaceuticals and Medical Supplies for Veterinary Purposes	30
3. References	10
4. SWAM Utilization	10
<hr/>	
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 B for sample contract form.

Virginia Tech reserves the right to award more than one contract as a result of this solicitation. Additionally, Virginia Tech reserves the right to award separate contracts to separate contractors for various product categories. Further, Virginia Tech reserves the right to award multiple separate contracts to multiple separate contractors for various product categories.

IX. ADDENDUM:

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

X. CONTRACT ADMINISTRATION:

- A. Richard Hiller, Hospital Administrator, Veterinary Teaching Hospital, at Virginia Tech or his/her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, 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 Purchasing Department through a written amendment to the contract.

XI. TERMS AND CONDITIONS:

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

XII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form

ATTACHMENT A
TERMS AND CONDITIONS

RFP General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_RFP_050608.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. **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 ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Purchasing Department.
7. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
8. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror 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 - \$500,000.00 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

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.

9. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University
Attn: Patricia Mullins
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

and

Virginia Polytechnic Institute and State University
Attn: Richard Hiller
Veterinary Teaching Hospital (0443)
Duckpond Drive
755 Deercroft Drive
Blacksburg, VA 24061

10. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
11. **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.

ATTACHMENT B

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

This contract entered into this ____ day of _____, 20____, by _____, 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, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

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

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which contract documents are incorporated herein.

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

Contractor: _____ Virginia Tech

By: _____ By: _____

Title: _____

RFP GENERAL TERMS AND CONDITIONS

1. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).
In every contract over \$10,000 the provisions in A and B below apply:
 - A. During the performance of this contract, the Contractor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 - B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Virginia Tech and the Commonwealth of Virginia under said contract.
3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.
5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract
 - B. Virginia Tech may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the contract generally.
6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia 24061, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence

or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (*Code of Virginia*, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia*, Section 2.2-4364.

7. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
8. **COMMONWEALTH OF VIRGINIA PURCHASING MANUAL FOR INSTITUTIONS OF HIGHER EDUCATION AND THEIR VENDORS:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review in the Virginia Tech Purchasing Department or by accessing URL <http://www.purch.vt.edu> on the Web.
9. **CONFLICT OF INTEREST:** Virginia Tech is a public university, subject to the laws of the Commonwealth of Virginia. Among these is the State and Local Government Conflict of Interests Act (The Act). The Act can be accessed via <http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+2.2-3100>. You may wish to consult the provisions of The Act before submitting a response to the Request for Proposal. Additionally, by submitting a proposal or by entering into any resulting contract, the offeror certifies that it is in full compliance with the provisions of The Act as to this RPF.
10. **CONTRACT PARTICIPATION:** Any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations may access any resulting contract/purchase order if authorized by the contractor. Participating entities shall place their own order(s) directly with the Contractor and shall fully and independently administer their use of the contract/purchase order 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/purchase order. 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/purchase order no matter the circumstances.
11. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
12. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Tech, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Virginia Tech may have.
13. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
14. **EO/AA STATEMENT:** Virginia Tech, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.
15. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
16. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Failure to register may result in the proposal being rejected.
17. **FACSIMILE PROPOSALS:** Facsimile **unsealed** proposals received in the Virginia Tech Purchasing Department prior to the time and date designated for proposal submission will be accepted.

For sealed Request for Proposal (RFP) programs, an offeror may fax a proposal to a *non-Virginia Tech* third party, who in turn must deliver it, with the number of copies specified in the RFP, to the Purchasing Department in a sealed envelope before the proposal due date and time. All information requested in the Proposal Preparation and Submission section of the RFP must be delivered with each copy of the proposal.

18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
19. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Virginia Tech and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature, furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of Virginia Tech or failure of Virginia Tech to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
20. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

21. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Virginia Tech Purchasing Department (0333), Room 270 Southgate Center, Blacksburg, Virginia 24061, by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Virginia Tech Purchasing Department. Proposals received in the Virginia Tech Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. Virginia Tech is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intrauniversity mail system, or another means of delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech Purchasing Department by the designated date and hour.
22. **MANDATORY USE OF VIRGINIA TECH FORMS AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Virginia Tech form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation 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.
23. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faithbased organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
24. **NONVISUAL ACCESS TO TECHNOLOGY:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of (the "Technology") Virginia Tech shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (ii) the Technology equipped for nonvisual access shall be compatible with the information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees among employees, program participants or the public; and
 - (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual a equivalence is not available.
- Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices
- If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.
- The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through 2.2-3504 of the Code of Virginia.
25. **PARKING PERMITS:** Virginia Tech Parking Services requires the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is the same as the faculty/staff permit. Permit options include one year, six months, three months, summer, or day. Permits are available through

application at Virginia Tech Parking Services, 455 Tech Center Drive, Blacksburg, Virginia 24061. Additional information is available at <http://www.parking.vt.edu/vbc.htm> or by calling Parking Services at (540) 231-3200.

26. PAYMENT:

A. TO PRIME CONTRACTORS:

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

B) TO SUBCONTRACTORS:

- 1) A contractor awarded a contract under this solicitation is hereby obligated:
 - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b) To notify Virginia Tech and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

27. PRECEDENCE OF TERMS: Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

28. PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award will be publicly posted on the DGS/DPS eVA web site www.eva.state.va.us. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.

29. QUALIFICATIONS OF OFFERORS: Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Virginia Tech all such information and data for this purpose as may be requested. Virginia Tech reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Virginia Tech further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

30. SMALL, WOMEN, AND MINORITY-OWNED (SWAM) BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. Virginia Tech has developed a "SWAM" plan for increasing procurement from small, women-owned, and minority-owned (SWAM) business. Virginia Tech's SWAM subcontracting aspirational goals are as follows:

Small	Woman-owned	Minority-owned	Total SWAM
30%	5%	3%	38%

B. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) business. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the Owner at a minimum the following information: name of firm, DMBE SWAM certification number, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Note that SWAM vendors must be certified with the Department of Minority Business Enterprise (DMBE) <http://www.dmbc.state.va.us>.

C. Definitions:

1. **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
 2. **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.
 3. **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
 4. **Minority individual** – means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - a. “African American” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - b. “Asian American” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 - c. “Hispanic American” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 - d. “Native American” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
31. **TAXES:** Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
32. **TESTING AND INSPECTION:** Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
33. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price(s) offered are for FOB destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
34. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Tech to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

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Buyer Name	Number	Short Description	Version	Status	Publish Date/Time
✓ Patricia Mullins	0006765	Pharmaceutical and Medical Supplies for Veterinary Purposes	1	Open	10/29/08 05:00 PM
Benny Snuffer	P9047907	Weight Bench	1	Awarded	10/27/08 05:00 PM
Mary Seyler	0006578	Custom Mixed Dairy Cattle Feed	1	Awarded	10/03/08 05:00 PM
Patricia Mullins	P9047047	Maintenance Agreement	1	Awarded	10/27/08 05:00 PM
Patricia Mullins	P9047379	Combination Chassis	1	Awarded	10/27/08 05:00 PM
Roger Gupta	P9045476	ViewPoint PC-60	1	Awarded	10/27/08 05:00 PM
Tony Beeken	P9048905	Installation Labor	1	Awarded	10/27/08 05:00 PM
Vicky Moore	P9045825	Desktop Computer	1	Awarded	10/27/08 05:00 PM
Debra Moncrief	P9044504	Nucleofector Device	1	Awarded	10/22/08 05:00 PM
Debra Moncrief	P9045850	Syringe Drive	1	Awarded	10/22/08 05:00 PM

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*Type : <input type="text" value="RFP"/> Find	Sole-Source/Emergency Type :
*Category : <input type="text" value="Supplies"/>	*Published Date : <input type="text" value="10/29/08"/>
*Department : <input type="text" value="A208"/> Find	*Published Time : <input type="text" value="5:00 PM"/>
Virginia Polytechnic Institute and State Universit	Notice Sent Date :
*Unit : <input type="text" value="VBO"/> Find	*Description : <input type="text" value="Pharmaceutical and M Supplies for Veterina"/>
VBO Generic Unit	*Short Description : <input type="text" value="Pharmaceutical and M"/>
*Buyer Name : <input type="text" value="Patricia Mullins"/>	Web Address : <input type="text"/>
*Buyer Phone : <input type="text" value="540-231-9129"/>	<i>Please include http:// or t</i>
Buyer Phone Ext : <input type="text"/>	Amendment/Cancellation Information :
Buyer Fax Number : <input type="text" value="540-231-9628"/>	Amended Date :
*Buyer Email : <input type="text" value="mullinsp@vt.edu"/>	Cancel Date :
*Requestor Name : <input type="text" value="Patricia Mullins"/>	Version Effective End Date :
*Requestor Phone : <input type="text" value="540-231-9129"/>	Total Attachments : 1

Requestor Phone Ext :

[Attachments](#)

Requestor Fax Number :

*Requestor Email :

*Closing Date : <input type="text" value="12/2/08"/>		*Closing Time : <input type="text" value="3:00 PM"/>	
Public Bid Opening Date : <input type="text" value="12/2/08"/>		Public Bid Opening Time : <input type="text" value="3:00 PM"/>	
Pre-Bid Conference Date : <input type="text"/>		Pre-Bid Conference Time : <input type="text"/>	
Pre-Bid Conference Type : <input type="text"/>			
*Work Location : <input type="text" value="Blacksburg VA"/>			

Commodity	Commodity Description
<input type="checkbox"/> 87558	Find Pharmaceuticals, Veterinary, Animal: Drugs, Vaccines, Etc.

Delete Undo Insert

- Bid Opening
- Notice of Intent to Award
- Notice of Award
- No Award
- Change Management

[Top](#)

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)
PURCHASING DEPARTMENT 0333
270 SOUTHGATE CENTER
BLACKSBURG, VA 24061**

December 1, 2008

Addendum Number 1 to Virginia Tech Request for Proposal (RFP) Number 0006765.

1. The RFP due date and hour is changed from December 2, 2008 TO December 15, 2008, 3pm.
2. All other terms, conditions and descriptions remain the same.

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PROPOSAL

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SPECIFIC REQUIREMENTS

3. References	4
Butler Animal Health Supply's <i>First Edition Master Catalog</i>	Enclosed
Butler Price List, dated for 11/24/08	Enclosed

ADDITIONAL MATERIALS

Butler Animal Health Supply's monthly publication, " <i>The Animal Health Solution</i> "	Enclosed
Butler Animal Health Supply's " <i>The Equine Solution</i> " brochure	Enclosed



Request for Proposal #0006765

For

Pharmaceuticals and Medical Supplies for Veterinary Purposes

October 29, 2008

RFP 0006765
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Patricia Mullins, CPPO, VCO, Phone: (540) 231-9129, e-mail: mullinsp@vt.edu.

DUE DATE: Sealed Proposals will be received until December 2, 2008 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 270 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

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 services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: _____. For certification assistance, please visit: <http://www.dnbe.state.va.us/swamcert.html>.

Large

____ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: 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 in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small> Butler Animal Health Holding Company LLC		FEDERAL TAXPAYER NUMBER (ID#) [REDACTED]	
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small> Butler Animal Health Supply LLC		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small> Same	
BILLING NAME <small>(Company name as it appears on your invoice)</small> Same		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small> Same	
PURCHASE ORDER ADDRESS PO Box 7153 Dublin, Ohio 43017		PAYMENT ADDRESS Same	
CONTACT NAME/TITLE (PRINT) Leo E. McNeil, CFO. & Executive Vice President		SIGNATURE (IN INK) <i>Leo E. McNeil</i>	DATE 11/25/08
E-MAIL ADDRESS creynolds@butlerahs.com	TELEPHONE NUMBER [REDACTED]	TOLL FREE TELEPHONE NUMBER 1-800-848-5983	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS 614-761-0016

08/08

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with one or more qualified sources through competitive negotiations for Pharmaceuticals and Medical Supplies for veterinary purposes for Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract and renewal provisions, if any, will be negotiated.

III. BACKGROUND:

As part of the College of Veterinary Medicine, Virginia Tech operates the Marion duPont Scott Equine Medical Center and the Veterinary Teaching Hospital. Both facilities exist in conjunction with the Virginia-Maryland Regional College of Veterinary Medicine.

The Veterinary Teaching Hospital, located on the Blacksburg campus, is a comprehensive, advanced care facility, which provides primary and referral care for animals throughout the states of Virginia and Maryland. The hospital complex includes a comprehensive small animal hospital and the Harry T. Peters, Jr. Animal Hospital. Also, the hospital complex includes almost a dozen treatment rooms, extensive animal holding facilities, surgeries, intensive care units, and diagnostic laboratories. As a part of the hospital, the Production Management Medicine service offers ambulatory field service and herd and flock health programs for agricultural producers throughout the two-state service area. Most clinical faculty members are board certified specialists in areas like medicine, surgery, ophthalmology, radiology, anesthesiology, neurology, dermatology and other areas applying advanced diagnostic and therapeutic techniques in caring for hospital patients.

While a part of the College of Veterinary Medicine, the Marion duPont Scott Equine Medical Center at Morven Park in Leesburg, Virginia, operates separately and independently from the college. Opened in 1984, the Marion duPont Scott Equine Medical Center serves as a referral hospital for equine patients ranging from equine athletes to pleasure animals. The Center's staff of healthcare professionals includes board certified veterinarians in anesthesia, internal medicine, and surgery; veterinarians in residency training programs; certified veterinary technicians; and professional staff providing nursing care, laboratory services, medical imaging, and intensive care services. Services include emergency and critical care services, which are available 24 hours daily -- every day of the year, Sports Medicine Center, and Veterinary Learning Center.

IV. 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 trading partner within the eVA system.*

There are registration fees and 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/register/vendorreg.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: eVAcustomer@dgcs.virginia.gov, or call 866-289-7367 or 804-371-2525.

V. 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 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. 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. 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.

VI. STATEMENT OF NEEDS:

A. General:

Virginia Tech needs the services of a contractor or contractors to provide pharmaceuticals and/or medical supplies for veterinary purposes as requested by the Marion du Pont Scott Equine Medical Center and the Veterinary Teaching Hospital.

B. Products:

1. All products provided under this contract shall be guaranteed by the Contractor to meet the requirements and standards for veterinary medicine as provided by USP/NF standards and/or as required by the FDA. All products shall be manufactured or compounded, packaged and handled in accordance with the provisions of current Federal Food, Drug and Cosmetic Act regulations.
2. Expiration Dates: All products bearing expiration dates shall be delivered with as long a shelf life as possible. Any product bearing less than a one-year dating may be returned at Virginia Tech's discretion for a full credit.

C. Orders:

1. It is desired that orders may be placed by either phone, fax, or taken directly by the Contractor's sales representative.
2. At the time an order is placed, the Contractor should provide the product status (i.e., in-stock, backordered, etc.) and the expected delivery date. Virginia Tech expects delivery within 120 hours of placing the order. If a particular item is out of stock, the Contractor may suggest a substitute item. Substitute items shall be of equivalent quality. The Contractor shall not ship substitute items without the prior approval of the Virginia Tech individual placing the order. Virginia Tech reserves the right to cancel orders without penalty for items that have a delayed delivery date, or that are temporarily out of stock or that fail to arrive by the expected delivery date.
3. It is desired that all orders shipped under this contract are **FOB Destination**. Unit prices should include shipping and handling charges.

D. Delivery Locations:

The Contractor shall deliver orders to the appropriate medical facility as follows.

1. Orders placed by the Marion duPont Scott Equine Medical Center are to be delivered to:
Virginia Polytechnic Institute and State University
Marion duPont Scott Equine Medical Center
Attn: (Individual placing order)
17690 Old Waterford Rd.
PO Box 1938
Leesburg, VA 20177
2. Orders placed by the Veterinary Teaching Hospital are to be delivered to:
Virginia Polytechnic Institute and State University
Veterinary Teaching Hospital (0443)
Attn: (Individual placing order)
Phase III – Duckpond Drive
Blacksburg, VA 24061

E. Returns:

Any products to be returned because of quality problems, duplicate shipments, short-dated or outdated products received, incorrectly ordered product, mis-picked product, damaged product, etc., should be picked up by the Contractor within one week of notification. Product not picked up within thirty (30) days may be disposed of by Virginia Tech without penalty. At the discretion of Virginia Tech, returned product may be replaced with like product or credited in the full amount originally charged. In the event of a credit, the Contractor should issue a written credit memo which indicates the original invoice, the product returned and the amount of the credit. The Contractor should not impose restocking charges/fees.

F. Pricing:

The contractor's price to Virginia Tech for items ordered against any resulting contract should be in the form of a firm percentage discount from the current price list, University or Veterinary school price list, or other designated pricing strategy. The discount should remain firm during the initial contract term and subsequent renewals.

G. Price Lists:

After contract award and when pricing changes, the contractor should send six (6) new price lists, catalogs, etc. to the addresses listed below. These price lists, catalogs, etc. should be delivered at least fifteen (15) days prior to any price increases becoming effective. Should the contractor fail to provide an updated price list, catalog, etc., the contractor shall accept the order and honor the price as listed in the outdated price list, catalog, etc.

Price Lists should be delivered to the following locations:

1. Virginia Polytechnic Institute and State University
Purchasing Department (0333)
Attn: Patricia Mullins
270 Southgate Center
Blacksburg, VA 24061
2. Virginia Polytechnic Institute and State University
Marion duPont Scott Equine Medical Center
Attn: Shawn Furr
PO Box 1938
Leesburg, VA 20177

3. Virginia Polytechnic Institute and State University
Marion duPont Scott Equine Medical Center
Attn: Cindi McKenzie
PO Box 1938
Leesburg, VA 20177
4. Virginia Polytechnic Institute and State University
Veterinary Teaching Hospital (0443)
Attn: Patti Roberts
Phase III – Duckpond Drive
Blacksburg, VA 24061
5. Virginia Polytechnic Institute and State University
Veterinary Teaching Hospital (0443)
Attn: Margaret Slusser
Phase III – Duckpond Drive
Blacksburg, VA 24061
6. Virginia Polytechnic Institute and State University
Veterinary Teaching Hospital (0443)
Attn: Ralph Roop
Phase IV – Duckpond Drive
Blacksburg, VA 24061

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. **One original and five copies** of each proposal must be submitted to:

Virginia Tech
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

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. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - e. 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.

B. 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. Offerors are required to submit the following information/items as a complete proposal:

1. Pricing Plan for Pharmaceuticals and Medical Supplies for Veterinary Purposes :
Describe your plan for pricing orders and include a discount structure. Submit six (6) current price lists, catalogs, etc. with your proposal submission. Describe how often price lists are updated. Describe your plan for conveying price changes. Virginia Tech is a member of Provista, formerly HealthCare Purchasing Partners International, LLC (HPPI). Please comment on whether or not you are a Provista contract vendor. If you are a Provista contract vendor, please describe your contract pricing arrangement through Provista and how it will impact any contract that may result from this solicitation.
2. Plan for Providing Pharmaceuticals and Medical Supplies for Veterinary Purposes:
Please describe your plan for providing pharmaceuticals and/or medical supplies for Veterinary Purposes for the Marion duPont Scott Equine Medical Center and The Veterinary Teaching Hospital. Elaborate in detail on the process for order placement, how the contract pricing is conveyed to Virginia Tech at time of order placement, delivery, and returns processing.
3. References:
Four (4) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.
4. Small, Women-owned and Minority-owned Business (SWAM) Utilization:
Describe your plan for utilizing small businesses and businesses owned by women and minorities if awarded a contract. Describe your ability to provide statistical reporting on actual SWAM subcontracting when

requested. Specify if your business or the business or businesses that you plan to subcontract with are certified by the Department of Minority Business Enterprise.

5. The return of the General Information Form and addenda, if any, signed and filled out as required.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Pricing Plan for Pharmaceuticals and Medical Supplies for Veterinary Purposes	50
2. Plan for Providing Pharmaceuticals and Medical Supplies for Veterinary Purposes	30
3. References	10
4. SWAM Utilization	10
<hr/>	
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 B for sample contract form.

Virginia Tech reserves the right to award more than one contract as a result of this solicitation. Additionally, Virginia Tech reserves the right to award separate contracts to separate contractors for various product categories. Further, Virginia Tech reserves the right to award multiple separate contracts to multiple separate contractors for various product categories.

IX. ADDENDUM:

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

X. CONTRACT ADMINISTRATION:

- A. Richard Hiller, Hospital Administrator, Veterinary Teaching Hospital, at Virginia Tech or his/her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, 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 Purchasing Department through a written amendment to the contract.

XI. TERMS AND CONDITIONS:

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

XII. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form


ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions

See http://www.purch.vt.edu/html.docs/terms/GTC_RFP_050608.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. **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 ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:
 VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Purchasing Department.
7. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech, or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.
8. **INSURANCE:**
By signing and submitting a proposal under this solicitation, the Offeror 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 - \$500,000.00 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

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.

9. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University
Attn: Patricia Mullins
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

and

Virginia Polytechnic Institute and State University
Attn: Richard Hiller
Veterinary Teaching Hospital (0443)
Duckpond Drive
755 Deercroft Drive
Blacksburg, VA 24061

10. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

11. **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.

ATTACHMENT B

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

This contract entered into this ____ day of _____, 20____, by _____, 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, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

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

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which contract documents are incorporated herein.

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

Contractor: _____ Virginia Tech

By: _____ By: _____

Title: _____

November 25, 2008

PROPOSAL

A. General

Butler Animal Health Supply (BAHS) will provide pharmaceuticals and/or medical supplies and equipment for veterinary purposes as requested by the Marion du Pont Scott Equine Medical Center and the Veterinary Teaching Hospital of Virginia Polytechnic Institute and State University. Purchase amounts will be continuously evaluated to allow for Butler Animal Health Supply to supply the right product, for the right price, at the right time. Your dedicated Territory Manager and Inside Sales Representative specializes in keeping your account informed of new products, market opportunities, current promotions, and other solutions to challenges in the veterinary industry. Butler offers over 30,000 products with over 15,000 in stock for Companion Animal, Equine, Large/Food Animal, and Exotic Animals from over 400 leading animal health manufacturing vendor partners. Butler has over 6,500 Capital Equipment, Equipment, and other Supply Products. Butler also offers over 650 economical, high quality BAHS branded products.

Our company has additional complimentary resources available to pharmacists, students, and veterinary staff such as a Regulatory Affairs Department to answer DEA, OSHA, FDA, EPA questions and other concerns and Continuing Education opportunities on regulatory issues. The *Animal Health Solution* is our monthly magazine highlighting new products, promotions, educational articles and seminars, trade shows, and more. *Access Butler* is our 24 hour ordering website that also offers MSDS sheets, Compendium reference, account information, and purchase history. Butler offers a Professional Development Program (PDP) providing education and discounts to university students in veterinary medicine. We participate in Virginia Tech Pharmacy Day, which supports the Veterinary program and allows students to learn about PDP.

Per Virginia Tech Purchasing Department request, Butler Animal Health Supply is a registered vendor on the eVA Website.

B. Products

1. Products provided are guaranteed to meet the requirements and standards for veterinary medicine as provided by UPS/NF standards and/or required by the FDA. All products are manufactured or compounded, packaged and handled in accordance with the provisions of the current Federal Food, Drug and Cosmetic Act Regulations. In addition, the Human Generic Medications are distributed under the Pedigree requirements put in place for human medicine in order to guarantee no adulteration has occurred and ensure purity. Butler also has received accreditation from the National Association of Boards of Pharmacy. Our warehouses are climate controlled to meet manufacture requirements. We incorporate bar coding and radio frequency processing to ensure speed and accuracy.
2. Expiration Dates: All products bearing expiration dates shall be delivered with as long a shelf life as possible. Butler Animal Health Supply ships products with expiration dating of not less than six months.

C. Orders

1. Orders may be placed via phone with an inside sales representative from 7:00 am through 9:00 pm EST. Fax, email, and internet options are available and offered 24-hours per day and 7 days per week via our AccessButler website. Orders may also be placed with the Territory Manager.
2. Product order status will be provided at the time of order as well as expected delivery date if different than standard overnight service. Alternative products will be suggested if a particular item is not available. No item will be ordered unless it has been approved by the individual representing Virginia Tech. Virginia Tech may cancel an order without penalty if the delivery date has been delayed, if the items are out of stock, or if the item failed to arrive by the expected delivery date. UPS tracking information is available on our website Access Butler matching each item shipped.
3. Standard Butler warehouse stocked items do not incur a minimum order amount or shipping charges. Stocked items are shipped free of charge by UPS next day ground. Any order that requires special delivery will have shipping and handling charges estimated within the quote for pricing submitted in writing. The charges will be clearly designated in writing via fax or email for the buyer to review prior to purchase. Butler Representative will review shipping expectations for each item during order placement.

D. Delivery Locations

Items ordered under the appropriate medical facilities will be shipped to each individual location at the purchaser's direction. Requests can be made to ship orders to any specified location or individual at no additional charge. Different account sequences can be designated for the various departments that will utilize this contract which will ensure orders are delivered to the proper location.

E. Returns

Products may be returned by requesting a UPS Call Tag through your inside sales representative and territory manager, whom can generate the return label and provide by fax or email. Returns can then be picked up by UPS on their next delivery. Butler does adhere to all manufacturers' return and outdate policies of branded items. Special Orders for items that are ordered for a specific purpose will be handled according to the situation of return. Representative handling order will review return procedure of items ordered.

F. Pricing

Butler Animal Health Supply's pricing to Virginia Tech for items ordered against any resulting contract will be at University Pricing (pricing is variable but averages cost plus 18% margin). This pricing structure offers items at a 0% to 40% discount off the regular list price. This discount will remain firm during the initial contract term (one (1) year minimum) and subsequent renewals (up to three (3) years). Pricing will be available for review on AccessButler.com or by asking an Inside Sales Representative or Territory Manager at the time of order. All items will be priced according to agreement. We do request that Virginia Tech provide Butler with their top 50 items, in terms of volume and usage quantities for each product, as this will assist in our effort of having the proper mix of inventory in the warehouse at all times.

Butler Animal Health Supply is not a contract vendor of Provista.

G. Price Lists:

After contract reward and when pricing changes, Butler will send 6 new price lists, catalogs, etc. to the addresses listed in the contract at the discretion of the Virginia Tech purchasing department. Pricing on Human Generics is variable based on purchasing agreements and market supply. Various suppliers do not give notice of price increases; however, said discount will apply consistently.

It is the goal of Butler Animal Health Supply to alert customers to price increases as soon as they are announced in order for account to take advantage of pricing prior to increase. Price Lists can be delivered via email or in person at the discretion of Virginia Tech.

REFERENCES:

Client Name	County of Burlington
Address	[REDACTED]
Contact & Phone	[REDACTED]
Dates of Service	[REDACTED]

Client Name	Louisiana State University & Agricultural & Mechanical College
Address	[REDACTED]
Contact & Phone	[REDACTED]
Dates of Service	[REDACTED]

Client Name	County of Cape May – County Animal Shelter
Address	[REDACTED]
Contact & Phone	[REDACTED]
Dates of Service	[REDACTED]

Client Name	Ocean County Board of Health
Address	[REDACTED]
Contact & Phone	[REDACTED]
Dates of Service	[REDACTED]

Small, Women-owned and Minority-owned Business (SWAM) Utilization:

Butler Animal Health Supply is an equal opportunity employer. Our company is classified as a Large Company and does not use subcontracting, therefore, Butler does not have SWAM Utilization Procedures and Statistical Reporting in place.

Attachment 1

Pharmaceuticals and Medical Supplies for Veterinary Purposes

1. Virginia Tech Question:

In lieu of Section F, Pricing, on page 3 of Butler Animal Health Holding Company, LLC's response, does Butler Animal Health Holding Company, LLC agree to maintain Virginia Tech's net pricing at its 'Access Butler' website: www.AccessButler.com?

Butler Animal Health Holding Company, LLC Response:

Yes.

2. Virginia Tech Question:

Does Butler Animal Health Holding Company, LLC's net pricing reflect the best pricing that can be offered to Virginia Tech?

Butler Animal Health Holding Company, LLC Response:

Yes.

3. Virginia Tech Question:

It is our understanding that The Butler Company Price Book is only adjusted in the event that a manufacturer passes on a price change and that Virginia Tech's price will be reflected on the website. Is our understanding correct?

Butler Animal Health Holding Company, LLC Response:

Yes.

4. Virginia Tech Question:

If awarded a contract, does Butler Animal Health Holding Company, LLC 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?

Butler Animal Health Holding Company, LLC Response:

No.

5. Virginia Tech Question:

It is our understanding that Butler Animal Health Holding Company, LLC is willing to ship stocked items FOB Destination with freight included in the price of each item. Is our understanding correct?

Butler Animal Health Holding Company, LLC Response:

Yes.

6. Virginia Tech Question:

It is our understanding that any order that requires special delivery will be shipped FOB Destination with shipping and handling prepaid and added to the invoice by Butler Animal Health Holding Company, LLC. Is our understanding correct?

Butler Animal Health Holding Company, LLC Response:

Yes.

7. Virginia Tech Question:

Is Butler Animal Health Holding Company, LLC willing to comply with the provisions of Section V regarding Contract Participation contained in RFP 0006765? If so, does Virginia Tech have permission to share the resulting contract with the entities specified in this clause?

Butler Animal Health Holding Company, LLC Response:

Yes.

Yes.

8. Virginia Tech Question:

It is our understanding that Butler Animal Health Holding Company, LLC does not have a minimum order? Is our understanding correct?

Butler Animal Health Holding Company, LLC Response:

Yes.

9. Virginia Tech Question:

Does Butler Animal Health Holding Company, LLC understand that the terms and conditions of RFP 0006765 shall govern the contract if a contract is awarded to your company?

Butler Animal Health Holding Company, LLC Response:

Yes.

10. Virginia Tech Question:

For items not specifically listed in the response and for new items that become available, does Butler Animal Health Holding Company, LLC agree to provide the best university pricing available?

Butler Animal Health Holding Company, LLC Response:

Yes.

11. Virginia Tech Question:

Does Butler Animal Health Holding Company, LLC agree to provide invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

Butler Animal Health Holding Company, LLC Response:

Yes.

12. Virginia Tech Question:

Does Butler Animal Health Holding Company, LLC acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Butler Animal Health Holding Company, LLC Response:

Yes.

13. Virginia Tech Question:

Are the prices included in the Butler Animal Health Holding Company, LLC response inclusive of all applicable eVA system transaction fees?

Butler Animal Health Holding Company, LLC Response:

Yes.

14. Virginia Tech Question:

Does Butler Animal Health Holding Company, LLC agree that the initial contract period shall be for one year?

Butler Animal Health Holding Company, LLC Response:

Yes.

15. Virginia Tech Question:

Upon completion of the initial contract period, does Butler Animal Health Holding Company, LLC agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration?

Butler Animal Health Holding Company, LLC Response:

Yes.

16. Virginia Tech Question:

Virginia Tech is a member of Provista, formerly Healthcare Purchasing Partners International, LLC (HPPI), which allows access to Novation, UHC, and VHA contracts. Does Butler Animal Health Holding Company, LLC have pricing agreements in place with these organizations?

Butler Animal Health Holding Company, LLC Response:

No.

17. Virginia Tech Question:

Please identify the person(s) (name, phone number, and email address) at Butler Animal Health Holding Company, LLC that will serve as the sales liaison, customer service liaison and accounts receivable liaison.

Butler Animal Health Holding Company, LLC Response:

Sales: Kristin Trout, [REDACTED] krout@butlerahs.com

Customer Service: Stacy Holloway, 888-838-2247 X6212 sholloway@butlerahs.com

Accounts Receivable: Mary Williams, 800-258-2148, mwilliams@butlerahs.com

18. Virginia Tech Question:

Since our purchasing system requires precise and accurate information, please provide the following:

- a. Legal name of your company
- b. Trade name (DBA) if different from legal name
- c. Taxpayer Identification Number
- d. Company name and address to which Virginia Tech should mail purchase orders
- e. Company name and address to which Virginia Tech should mail payments
- f. IRS W-9 form (Request for Taxpayer Identification Number and Certification).

Butler Animal Health Holding Company, LLC Response:

a. Butler Animal Health Holding Company, LLC

b. Butler Animal Health Supply

c. [REDACTED]

d. Butler Animal Health Supply, PO Box 7153, Dublin, OH 43017

e. Butler Animal Health Supply, PO Box 7153, Dublin, OH 43017

f. [REDACTED]