

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTG-2306-2025

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

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

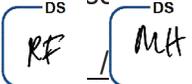
SCOPE OF CONTRACT: The Contractor shall provide Research and Scientific Equipment, Supplies and Related Services to Virginia Tech as set forth in the Contract Documents.

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

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

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

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

admissibility  
ds ds  
  
(initials)

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

Contractor  
By: Rolan Fields  
(Signature)  
ACB0CC723CE74C8...  
Rolan Fields  
Name and Title  
Rolan Fields, Executive Vice President

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

**AGREEMENT  
PUBLICLY ACCESSIBLE CONTRACT**

This Agreement executed this 11<sup>th</sup> day of July, 2024 by and between Virginia Polytechnic Institute & State University, (“the University”) and Animal Hospital Supply (“Supplier”).

**TERM**

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

**WITNESS**

WHEREAS, the University and Supplier have executed an agreement, [VTG-2306-2025], dated July 11, 2024 (the “Primary Agreement”), and included in the Primary Agreement is a third-party access / cooperative procurement clause. Now therefore, the University and Supplier agree to the specific terms that will allow third-party access to the Primary Agreement, and based on other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. Supplier will:
  - A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third-Party Access”).
  - B. Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
  - C. Fully support this marketing relationship by promoting the availability of the Third-Party Access to non-Consortium entities; and
  - D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.
  
- II. The University will ensure the Consortium:
  - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
  - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.
  
- III. Payment

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

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

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

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

Note 'PAC payment' on check.

#### IV. Notices

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

If to the University:

Mary Helmick, Director of Procurement  
[procurement@vt.edu](mailto:procurement@vt.edu)  
540-231-6221  
300 Turner Street NW Suite 2100  
Blacksburg, VA 24061

If to Supplier:

Name: Rolan Fields  
Address: 3328 Ridgely Circle  
Vestavia, AL 35243  
Email: rolan@animalhospitalupply.com

**ACCEPTANCE**

**For**  
**Virginia Polytechnic Institute**  
**& State University**

**For Supplier**

DocuSigned by:  
*Mary Helmick*

45C0F5F337E04D0...  
Mary Helmick

Director of Procurement

7/17/2024

Date

DocuSigned by:  
*Rolan Fields*

ACB0CC723CE74C8...  
Name: Rolan Fields

Title: Rolan Fields, Executive Vice President

7/17/2024

Date

Agreement #: VTG-2306-2025-PAC



Request for Proposal # 952642405

For

Research and Scientific Equipment, Supplies and  
Related Services

March 27, 2024

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

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

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

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

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

**PROPOSAL SUBMISSION:**

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

**Proposals may NOT be hand delivered to the Procurement Office.**

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

**Proposals must be submitted electronically at:**

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

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

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

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

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

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

9/29/2021

**[INCLUDE THIS PAGE]**

I. PURPOSE:

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

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

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

II. VIRGINIA HIGHER EDUCATION CONSORTIUM (VHEPC)

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

III. LEAD INSTITUTION (VIRGINIA TECH)

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

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

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

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

V. CONTRACT PERIOD:

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

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

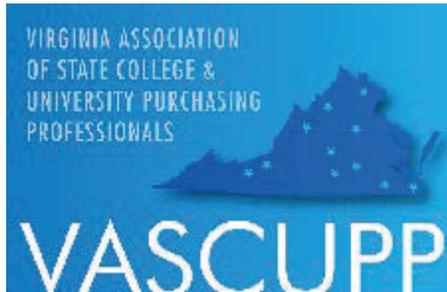
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods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

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

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

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

VII. CONTRACT PARTICIPATION:



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

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

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

VIII. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. Virginia Tech desires to partner with contractors to provide quality research equipment, supplies, related items, and services. Offerors are encouraged to submit proposals for any or all of the product categories they can provide. All items are to be new and in original packaging. The Contractor shall not ship substitute items without prior approval from Virginia Tech personnel.
- B. Deep discounts off list are expected. Except for special handling, prices should be inclusive of delivery (FOB Destination). Pricing may be adjusted downward at any time and upward annually to reflect changes in manufacturers pricing. Contractor must provide full price files to Virginia Tech in either Access or Microsoft Excel to support price increase requests. Virginia Tech has 30 days to review price increase requests and reserves the right to challenge increases based on CPI or other relevant market data.
- C. Sales representation: Provide a plan for sales representation. We recognize that not all institution accounts will warrant full-time on-campus representation. Provide a narrative on how you propose to provide this service.
- D. Addition of new lines of products and services: It is important to have the flexibility in this contract to allow for future events that add value to the relationship. Examples include, but are not limited to, the addition of products and services that are new to the marketplace; the addition to the distribution chain of a new supplier and the acquisition of a complimentary company.
- E. Volume and Growth Incentives: In order to support the growth of the partnership, we look for preferred suppliers to provide financial incentives, payable to the institution at the close of each contract year.
- F. Substitutions of alternate items of products ordered are only allowed with Virginia Tech's prior approval. If a product is not available in a given package size, Virginia Tech will have the option to purchase another size at the same or lower unit price.
- G. Product Satisfaction: The Contractor should act as a customer advocate and coordinator for communications with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The Contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance.
- H. Warranty: All products purchased under this contract will minimally include the Original Equipment Manufacturer's warranty which will pass directly to Virginia Tech. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of Virginia Tech, except in the event Virginia Tech fails to provide timely notice of product failure to the Contractor. The Contractor should provide contact information for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from

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

- I. Sustainability: The Contractor is encouraged to address environmental concerns related to the purchase of recycled products, reductions of operating and maintenance costs, improved energy efficiencies, reduction of waste, use of 'green' products, and efforts to reduce consumption of energy, water, and materials.
- J. Minimum Order: There shall be no minimum order requirement.
- K. Additional Charges: The Contractor shall not add additional fees except as allowed by contract terms.

IX. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Provide a summary overview of the company, including qualifications and experiences, geographical operations, unique services provided to the higher education marketplace and envisioned company changes including planned technological advances and acquisitions.
2. If applicable, provide the link to your complete electronic catalog containing all available items being offered. Include published price list or instructions on how to access published price list electronically.
3. List all contact information for ordering, invoicing, customer service, etc.
4. Describe experience in working with various departments at educational institutions similar to Virginia Tech. Include method of collaboration for individual orders.
5. Describe delivery options and policies including special handling charges, installation and training if required for the items being offered. **All orders shall be FOB destination.** Include information regarding delivery costs and/or free delivery. Specify costs in Attachment B Pricing Schedule.
6. Specify typical turnaround time for delivery (standard, rush, etc.) for the items being offered.
7. Describe return policy and identify any associated costs. Any costs to be specified in Attachment B Pricing Schedule.
8. Describe the process for replacement of defective, broken, or damaged items.
9. Provide sample quote and invoice. Quotes shall include manufacturer list price and contracted discount price.
10. Identify any other goods or services being offered to Virginia Tech and associated costs as specified in Attachment B Pricing Schedule.

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

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

B. General Requirements

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

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

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

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

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

2. Proposal Preparation:

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

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

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

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

- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. –The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

X. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

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

B. Award

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

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

XI. INVOICES:

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

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

XII. METHOD OF PAYMENT:

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

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

XIII. ADDENDUM:

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

XIV. COMMUNICATIONS:

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

XV. CONTROLLING VERSION OF SOLICITATION:

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

XVI. TERMS AND CONDITIONS:

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

XVII. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.
- C. Levi Henry, Buyer Senior, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVIII. ATTACHMENTS:

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

**ATTACHMENT A**  
**TERMS AND CONDITIONS**

**RFP GENERAL TERMS AND CONDITIONS**

See: [http://procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_09242021.pdf](http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_09242021.pdf)

**ADDITIONAL TERMS AND CONDITIONS**

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL EMAIL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to <https://procurement-vt.bonfirehub.com/>. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 1000MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)

## **SPECIAL TERMS AND CONDITIONS**

- 1. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 2. ELECTRICAL INSTALLATION:** All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

**3. INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

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

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

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

5. **LICENSE TO USE VIRGINIA TECH LICENSED INDICIA:** By signing and submitting this Proposal/Bid, the offeror/bidder agrees that if it is awarded a purchase order/contract as a result of this solicitation, it will follow the procedures outlined by Virginia Tech's Licensing and Trademarks Administration to become a licensed vendor authorized to use Virginia Tech licensed trademarks indicia identified in the solicitation and to follow all procedures for submitting artwork for product for approval prior to producing any product with Virginia Tech indicia. As a licensed vendor, the offeror/bidder will be required to pay the university's standard royalty rate for similarly licensed vendors. *More information on the licensing process and application can be found at: <http://clc.com/Licensing-Info.aspx>.*
6. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the Proposal/Bid for each chemical and/or compound offered. Failure on the part of the offeror/bidder to submit such data sheets may be cause for declaring the Proposal/Bid as nonresponsive.
7. **ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.
8. **PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

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

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

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

10. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
11. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
12. **WARRANTY (COMMERCIAL):** The contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Virginia Tech by any other clause of this solicitation.

**Attachment B**

**Pricing Schedule**

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

<b>Category/Item</b>	<b>Manufacturer</b>	<b>Discount off List Price</b>

**Attachment C**  
**AGREEMENT**  
**PUBLICLY ACCESSIBLE CONTRACT**

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

**TERM**

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

**WITNESS**

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

- I. Supplier will:
  - A. Allow third parties to obtain goods and services from Supplier in accordance with the terms and pricing of the Primary Agreement (“Third-Party Access”).
  - B. Pay the Virginia Higher Education Procurement Consortium (“Consortium”) one percent (1%) of all revenue received by Supplier from non-Consortium entities through Third-Party Access (the “PAC Annual Fee”). The PAC Annual Fee will be paid in exchange for marketing services provided by the University and the Consortium described in Section II.
  - C. Fully support this marketing relationship by promoting the availability of the Third Party Access to non-Consortium entities; and
  - D. Provide quarterly reports detailing the amount of revenue received from non-Consortium entities through Third-Party Access.
  
- II. The University will ensure the Consortium:
  - A. Promotes the Primary Agreement and Third-Party Access on its website and through other channels (e.g., conferences) to non-Consortium members; and
  - B. Maintains a Supplier-approved version of the Supplier’s logo on the Consortium website.
  
- III. Payment
  - A. Supplier shall remit the PAC Annual Fee to the Consortium no later than August 31<sup>st</sup> of each year. The University and Consortium will share the payments equally and allocate payments to the appropriate accounts.

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

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

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

Note 'PAC payment' on check.

IV. Notices

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

If to the University:

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

If to [Supplier]:

[Supplier Contact]  
[Supplier]  
[Address]  
Email: [\[Supplier\]](#) Email]

## ACCEPTANCE

**For [Lead Institution]**

**For [Supplier]**

\_\_\_\_\_  
[Lead Procurement Director]  
[Lead Job Title]

\_\_\_\_\_  
[Supplier Contact]  
[Supplier Contact Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agreement #: [Contract-Number]-PAC



**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
PROCUREMENT DEPARTMENT**

**ADDENDUM NO. 1**

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

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**I. CLARIFICATIONS AND ADDITIONAL INFORMATION**

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

**II. REQUESTS FOR INFORMATION**

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

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

2. Is it a requirement to use eVA?

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

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

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

4. What is the projected value of the award?

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



April 16, 2024

Levi Henry  
540-231-7852  
[lhenry29@vt.edu](mailto:lhenry29@vt.edu)

Re: RFP # 952642405

Dear Mr. Henry,

We are pleased to submit our proposal in response to Virginia Tech's request for RFP # 952642405.

For more than 10 years, Virginia Tech has been buying GEPCO products (formally General Economy Pack). Animal Hospital Supply, Inc. (AHS) acquired the GEPCO brand of veterinary drapes and gowns in August 2022 from STERIS Instrument Management Services.

AHS provides custom procedure packs and gowns for veterinary surgeries. We are focused on innovating veterinary surgical techniques and offer pet-specific procedure-specific drapes as part of our sterile pet procedure packs. AHS has developed a range of specialty surgical drapes that are designed to fit pet patients and reduce the potential for infection from circulating air below the surgical draping. Website and Catalog: [Animal Hospital Supply | Innovative Surgery & Creative Care Providers](#)

Currently, we work with more than 40 colleges and universities globally. We regularly collaborate with surgeons at the university level to develop new products like our new Elbow drape designed specifically for canine arthroscopy procedures and helps with fluid control.

We offer FOB shipping and would prefer our customers to provide us with their FedEx or UPS account number to use for shipping. Otherwise, we will use FedEx Ground and pass on the freight cost at the time of invoicing.

Depending on the product, we could have a lead time of 16-18 weeks as many of our products are custom-made to order. However, we do keep inventory of many items.

We do not accept returns for open boxes, and we have a 25% restocking fee for any approved returns. An RGA is required (AHS provided) with the return. AHS will replace any defective, broken, or damaged product.

We have provided a sample quote and sample invoice for Virginia Tech's reference.

Regards,

Rolan Fields, Vice President  
903-806-2354  
[Rolan@animalhospitalssupply.com](mailto:Rolan@animalhospitalssupply.com)



Quote Sample:



Animal Hospital Supply, Inc  
PO Box 3625  
Knoxville TN 37927 US

# QUOTATION

DATE: 4/10/2024  
QUOTE #: 160

**BILL TO**

Virginia Polytechnic Inst. & State Univ  
North End Center, Ste 3300  
300 Turner St NW Mail Code 0312  
Blacksburg VA 24061 USA

**SHIP TO**

VMCVM Teaching Hospital  
Attn: Karolee Furrow  
245 Duckpond Drive Phase 3  
Dock C  
Blacksburg VA 24061 USA

DESCRIPTION	QTY	RATE	AMOUNT
<b>Pack Drape:13-9317-A</b> Pack Drape, Colic Laminated Spunlace 140x220" w/Pocket [=PM.9317VCLS] Sterile (5 pk/cs)	1.00	\$474.80	\$474.80
<b>Freight</b> Shipping and handling	1.00	\$0.00	\$0.00

**Example**

**\$474.80**

Please note that the quote provided above is valid for 30 days from the printed quote date. Once you place an order, taxes and freight charges will be calculated during shipping and included in your final invoice. If you are interested in placing an order, please contact your sales representative or email us at [orders@animalhospitalsupply.com](mailto:orders@animalhospitalsupply.com). Thank you- AHS



Invoice Sample:

**Animal Hospital Supply Inc.**

accounting@animalhospitalssupply.com  
Knoxville, Tennessee

**Invoice**

Account #	Date	Invoice #
9-71239	2/6/2024	28859

**PAID**  
**03/11/2024**

<b>Bill To</b> Virginia Polytechnic Inst. & State Univ North End Center, Ste 3300 300 Turner St NW Mail Code 0312 Blacksburg, VA 24061 USA	<b>Ship To</b> ATTN: Payton Lawrence Virginia Poly : Equine Medical Center 17690 Old Waterford Rd Leesburg, VA 20176-7123 US
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S.O. No.	P.O. No.	Terms	Rep	Ship Via	Shipper#			
20001	P4363841	Net 30	AM	FEDEX Ground	641926914			
Item	Description	Ordered	Prev. Inv'd	Backorder	Invoiced	U/M	Rate	Amount
13-9317-A	Pack Drape, Colic Laminated Spunlace 140x220" w/Pocket [=PM.9317VCLS] Sterile (5 pk/cs) FedEx Tracking: 723277198395 Total sales tax calculated by AvaTax Select this as a transaction's tax to use AvaTax	5	2	0	3	Case	474.80	1,424.40T
							0.00	0.00
							0.00%	0.00
					<b>Total</b>		\$1,424.40	
Please Remit Payment to Animal Hospital Supply P.O. Box 3625 Knoxville, TN 37927					<b>Payments/Credits</b>		-\$1,424.40	
					<b>Balance Due</b>		\$0.00	

**Example**



Attachment B Pricing Schedule

Item Number	Description	Price	U / M
20-0020-S	Needle Counter, 20-Count, Foam Block, Magnet Sterile - 25/cs	\$46.50	Case
20-1412-S	Suction Tubing, Sterile 1/4" x 12' - 25/case	\$66.86	Case
20-1582-A	Lap Sponge, 18x18 Radiopaque (5/pk) [=PM.1582] Sterile (50 pk/cs)	\$235.00	Case
20-1661-A	Stockinette, Impervious 9x48" [PM.1661IMP] Sterile (20 pk/cs)	\$405.00	Case
20-3613-S2	Cover, Light Handle Universal White Base Sterile 2/pack, 20 packs of 2/pack/cs	\$70.00	Case
2-103	Blanket, Henle Extremity Blanket, 30x40in: 10/cs	\$128.02	Case
2-104	Blanket, Henle Extremity blanket, Large, 30x54in, 10/cs	\$138.62	Case
2-202	Blanket, Soft-Tissue Blanket, Extra-Small, 30x31in, 10/cs	\$120.07	Case
2-203	Blanket, Soft-Tissue Blanket, 30x60in: 10/cs	\$122.92	Case
2-204	blanket, Soft-Tissue Blanket, 30x60in: 10/cs	\$132.91	Case
2-302	Blanket, Over/Under Blanket, Small, 30x31in [Same as #2-312] 10/cs	\$91.93	Case
2-303	Blanket, Over/Under Blanket, 30x60in [Same as #2-313] 10/cs	\$105.63	Case
2-304	Blanket, Over/Under Blanket, 30x60in [Same as #2-314] 10/cs	\$114.56	Case
2-411	Blanket, Tube Blanket - 20x30in: 10/cs	\$100.50	Case
2-602	Blanket, Dental Blanket - Small, White, 30x31in: 10/cs	\$117.21	Case
2-603	Blanket, Dental Blanket, Medium, White, 30x60in: 10/cs	\$121.70	Case
1-125	Cocoon Convective Warm Air Blower - 1/EA	\$745.00	1 each
10-000	Drape, Bullfrog Watertight Surgical Fabric Roll 42" x 300' - 1 Each	\$86.18	1 each
10-002	Drapes, 4-Corner w/tape Sterile 15"x26" - 4/pack, 52packs/case	\$236.23	Case
10-003	Drapes, 4-Corner w/tape Sterile 35x35" * 4/pack, 30pk/case	\$228.84	Case
10-004	Drape Pack Sterile Four-Corner Drapes 28x20"" w/tape + Patient Drape 60x76"" Wrapped"" - 18pks/case	\$160.70	Case
10-005	Drape Patient SMALL Sterile 44x60"" - 22/cs	\$48.05	Case
10-006	Drape Patient MED-LG Sterile 60x76"" - 20/case	\$68.07	Case
10-007	Drape Patient XL Sterile 76x100"" - 30/Cs	\$173.99	Case
10-008	Drape Patient Square Heavy Duty 57x57"" - 20/Case	\$68.44	Case
10-009	4-Corner Drape w/ 1"" tape Sterile 28x20"" Vet Fold - 4pack - 26/cs	\$228.80	Case
10-010	Cover Mayo Stand 23x54"" Sterile - 80/Case	\$291.29	Case
10-011	Cover, Table Heavy Duty 44x76" Sterile - 22/Case	\$94.14	Case
10-012	Cover, Back Table Heavy Duty 60x60" - 28/Case	\$129.53	Case
10-013	Drape Vet Sx Sterile XL Pt 76x100"" - 22/Case	\$166.74	Case



10-014	Drape Vet Sx Sterile Large Pt 60x76"" - 20/Case	\$125.91	Case
10-017	Drape Pack Basic with XL Gown in BTC - 12/cs	\$181.32	Case
10-018	Drape Pack Vet Surgery Basic Complete in BTC - 10/cs	\$178.83	Case
10-021	Drape, Soft Tissue, Medium 60x76" - 14/cs	\$165.90	Case
10-022	Drape, Soft Tissue w/Adhesive Panel VetSX 76x100" Sterile (Case of 20 pkg)	\$258.46	Case
10-028	Cover, C-Arm Sterile, 42x72 (50pkg/cs)	\$262.50	Case
10-055	Drape, Small Procedure Sterile VetSx-28X48" - Cut your own Fen - 48/Case	\$110.50	Case
10-060	Drape, Sterile Canine Arthroscopy Drape w/pouch 76x120" - 11/Case	\$245.72	Case
10-061	Drape, Canine Ortho Split with Tape 76x100" - 22/Case	\$214.58	Case
10-090	Pouch for Drape, Fluid Collection, Attachable 43x35" Sterile - 24/Case	\$149.02	Case
10-100	Drape TPLO Airtight Seal 76x104"" Sterile - 18/Case	\$248.57	Case
10-102	Drape Pack, Foot Drape 20x20" + Vet Wrap STRL for Operative Limb - 15/Case	\$135.75	Case
10-105	Drape Pack, TPLO Drape Airtight + 4 in BTC - 10/Case	\$153.71	Case
10-106	Drape TPLO Airtight Seal VetSx 76x104"" Sterile - 10/Case	\$118.50	Case
10-110	Drape Sterile Elbow/Stifle Bi-Lateral Airtight - Small - 16/Case	\$248.65	Case
10-111	Drape Sterile Elbow/Stifle Bi-lateral Airtight - Standard 76x104"" - 16/Case	\$322.45	Case
10-112	Drape Elbow Bilateral w/ Pouch Canine Std Size_76x104"" 16/cs	\$357.44	Case
10-113	Drape Single Elbow w/ Pouch Canine Std Size_76x104", 16/case	\$357.44	Case
10-999	Drape, Large, Spunlace 76x76", Sterile 30/Case	\$255.68	Case
13-140160	Drape, Colic Dexter 140x160" [=PM.140160VST] Sterile (10 pk/cs)	\$480.10	Case
13-140220	Drape, Colic Laminated Spunlace 140x220" w/Pocket [=PM.140220PCDLS] Sterile (5 pk/cs)	\$587.60	Case
13-20264	Pack, Four-Corner Spunlace 20x26" w/Tape 4/pk [=PM.2026SAD4] Sterile (50 pk/cs)	\$417.00	Case
13-202640	Pack, Four-Corner Dexter 20x26" w/Tape No Wrap 4/pk [=PM.2026A4AD] Sterile (50 pk/cs)	\$493.00	Case
13-4040	Pack, Four-Corner Spunlace 39x39" 4/pk [=PM.4040SOV] Sterile (30 pk/cs)	\$300.00	Case
13-80140	Drape, Colic Laminated Spunlace 80x140" w/Pocket [=PM.80140PCDLS] Sterile (5 pk/cs)	\$357.60	Case
13-802939	Drape, Laparotomy Lam Spunlace 80x140" 3x9" Fen [=PM.8029VLSF39VAD] Sterile (25 pk/cs)	\$1,273.00	Case



13-8205	Cover, Back Table w/Dexter 44x75" [=PM.8205L] Sterile (100 pk/cs)	\$822.00	Case
13-82067-A	Drape, Patient Spunlace 60x77" [=PM.8206S] Sterile (50 pk/cs)	\$583.50	Case
13-82068	Drape, Patient Laminated Spunlace 60x80" [=PM.8206LS] Sterile (50 pk/cs)	\$725.00	Case
13-8210	Drape, Patient Polyethylene 54x40" [=PA.8210EP] Sterile (50 pk/cs)	\$270.00	Case
13-8223-A	Drape, Split Sheet Polyethylene 54x60" w/Tape [=PM.8223EP] Sterile (50 pk/cs)	\$737.50	Case
5-006	Gown Vet Sterile Field General Use Small- Case of 24	\$68.71	Case
5-007	Gown Vet Sterile Field General Use Medium-24/cs	\$75.10	Case
5-008	Gown Vet Sterile Field General Use Large- Case of 24	\$76.87	Case
5-009	Gown Vet Sterile Field General Use Xlarge- Case of 22	\$78.59	Case
5-010	Gown Vet Sterile Field General Use XXLarge - Case of 22	\$89.47	Case
5-011	Gown Vet Sterile Field Double-Ply Strike Zones Sm-Case of 18	\$58.85	Case
5-012	Gown Vet Sterile Field Double-Ply Strike Zones Med- Case of 18	\$62.15	Case
5-013	Gown Vet Sterile Field Double-Ply Strike Zones Large - Case of 22	\$79.87	Case
5-014	Gown Vet Sterile Field Double-Ply Strike Zones Xlarge - 22/cs	\$83.90	Case
5-015	Gown Vet Sterile Field Double-Ply Strike Zones XXLarge - Case of 20	\$81.89	Case
5-016	Gown Vet Sterile Field Strike Zones with Film Small - Case of 26	\$86.21	Case
5-017	Gown Vet Sterile Field Strike Zones with Film Medium - Case of 22	\$78.51	Case
5-018	Gown Vet Sterile Field Strike Zones with Film Large - Case of 22	\$82.79	Case
5-019	Gown Vet Sterile Field Strike Zones with Film Xlarge - Case of 20	\$81.54	Case
5-1894L	Gown, Surgical Spunlace LG Sterile [=PM.1894] Sterile (50 pk/cs)	\$546.00	Case
5-1894M	Gown, Surgical Spunlace MED Sterile [=PM.1894M] Sterile (50 pk/cs)	\$519.00	Case
5-1894XL	Gown, Surgical Spunlace XL Sterile [=PM.1894XL] Sterile (50 pk/cs)	\$601.00	Case
5-1994L	Gown, Surgical Spunlace w/Tyvek Sleeves Shield LG [=PM.1994V] Sterile (50 pk/cs)	\$614.00	Case
5-1994M	Gown, Surgical Spunlace w/Tyvek Sleeves Shield MED [=PM.1994VM] Sterile (50 pk/cs)	\$601.00	Case



5-1994XL	Gown, Surgical Spunlace w/Tyvek Sleeves Shield XL Sterile ( 50 pks/cs )	\$689.00	Case
5-1994XXL	Gown, Surgical Spunlace w/Tyvek Sleeves Shield XXL [=PM.1994VXX] Sterile (50 pk/cs)	\$862.00	Case
5-2094L	Gown, Colic Spunlace+Shield+Yellow Sleeves LG [=PA.2094V] Sterile (50 pk/cs)	\$941.00	Case
5-2094M	Gown, Colic Spunlace+Shield+Yellow Sleeves MD [=PA.2094VM] Sterile (50 pk/cs)	\$848.00	Case
5-2094XL	Gown, Colic Spunlace+Shield+Yellow Sleeves XL [=PA.2094VXL] Sterile (50 pk/cs)	\$1,037.50	Case
5-2094XXL	Gown, Colic Spunlace+Shield+Yellow Sleeves XXL [=PA.2094VXXL] Sterile (50 pk/cs)	\$1,074.00	Case
5-2097L	Gown, Colic Lam Spunlace + Yellow Sleeves LG [=PM.2094VLS] Sterile (50 pk/cs)	\$941.00	Case
5-2097M	Gown, Colic Lam Spunlace + Yellow Sleeves MD [=PM.2094VLSM] Sterile (50 pk/cs)	\$941.00	Case
5-2097XL	Gown, Colic Lam Spunlace + Yellow Sleeves XL [=PM.2094VLSXL] Sterile (50 pk/cs)	\$965.00	Case
5-2098L	Gown, Colic Lam Spunlace+Blue Poly Sleeves LG [=PM.2094VLSEP] Sterile (50 pk/cs)	\$941.00	Case
5-2098M	Gown, Colic Lam Spunlace+Blue Poly Sleeves MD Sterile [PM.2094VLSEPM] (50 pk/cs)	\$848.00	Case
5-2098XL	Gown, Colic Lam Spunlace+Blue Poly Sleeves XL [=PM.2094VLSEPXL] Sterile (50 pk/cs)	\$965.00	Case
5-2098XXL	Gown, Colic Lam Spunlace+Blue Poly Sleeves XXL Sterile [=PM.2094VLSEPXXL] (50 pk/cs)	\$1,042.00	Case
20-1301-A	Ortholegging, Feline 3x18" [=PM.1301V] Sterile (50 pks/cs)	\$325.00	Case
20-1302-A	Ortholegging, Small 4.5x23" [=PM.1302V] Sterile (50 pks/cs)	\$532.50	Case
20-1303-A	Ortholegging, Large 5x30" [=PM.1303V] Sterile (50 pks/cs)	\$562.50	Case
20-1304-A	Ortholegging, Giant 7.5x43" [=PM.1304V] Sterile (50 pks/cs)	\$487.50	Case
20-1305-A	Ortholegging, XL 6x37" [=PM.1305V] Sterile (50 pks/cs)	\$587.50	Case
13-8839-A	Pack, Colic Lam Spunlace 140x220" + Gowns (4) [=PA.8839VCLS] Sterile (5 pk/cs)	\$729.40	Case
13-9317-A	Pack Drape, Colic Laminated Spunlace 140x220" w/Pocket [=PM.9317VCLS] Sterile (5 pk/cs)	\$474.80	Case
25-016-00	Table Pack Drape/Gauze, 36/cs	\$349.20	Case
25-050-03	Prep Pack 1 - 10/cs	\$75.60	Case
25-055-00	Prep Pack 4 - 20/cs	\$91.60	Case
25-062-00	Minor Soft Tissue Pack 5, 20/cs	\$279.00	Case
25-075-00	Cautery Pack 25/cs	\$138.00	Case
25-077-00	Lap Gauze Bowl Pack 12/cs	\$93.00	Case
25-078-00	LHC Bowl Gauze Pack 12/cs	\$63.00	Case



25-079-00	Bulb Bowl LHC Pack 10/cs	\$52.50	Case
25-099-00	General Surgery Pack 73 - 8/cs	\$228.80	Case
25-100-03	General Surgery Pack 1 - 10/cs	\$269.36	Case
15-009A	Everlast Tray Wrap Double-Ply 12x12"" - XSmalll - 5/cs	\$63.50	Case
15-010A	Everlast III Tray Wrap 2-ply 18"x18", - Small - 5/cs	\$78.82	Case
15-011A	Everlast III Tray Wrap 2-ply 24x24", - Medium - 5/cs	\$106.82	Case
15-012A	Everlast III Tray Wrap 2-ply 30x30", - Large -5/cs	\$182.85	Case
15-013A	Everlast III Tray Wrap 2-ply 36x36", - XLarge - 5/cs	\$268.78	Case
15-014A	Everlast Tray Wrap 2-ply 48x48", Case of 5	\$340.86	Case
13-2424NS	Wrap, SMS 24x24" [=PM.WR1-2424] NON-STERILE 200/case	\$86.00	Case
13-3030NS	Wrap, SMS 30x30" [=PM.WR1-3030] NON-STERILE 200/case	\$198.00	Case
13-5454NS	Wrap, SMS 54x54" [=PM.WR1-5454] NON-STERILE 100/case	\$279.00	Case

## Negotiations Summary

1. **Virginia Tech question: What is the percentage discount off list price for the pricing list you have provided?**

*AHS Response:* AHS does not offer discounts because the products we make for VT are custom (Item # 13-9317) and unique to the needs of your surgeons. We do not sell this item that you currently purchase to any other customer(s).

2. **Virginia Tech question: Could you provide additional info about your company? Where are you located out of, where will items be shipping to us from, and could you elaborate on your acquisition of the GEPCO brand from Steris?**

*AHS Response:* AHS is revolutionizing veterinary surgical techniques and the surgery supply chain by offering pet- and procedure-specific drapes in our custom Pet Procedure Packs. With input from leading veterinary surgeons, AHS is developing a line of specialty surgical drapes tailored to fit pet patients and designed to minimize the risk of infection from circulating air beneath the surgical drape. Our administrative team is located in Knoxville, TN. Additionally, we have operations in Flowery Branch, GA, and all our products are stored in Ashford, AL.

In August 2022, STERIS quietly exited the Animal Health industry. STERIS sold the surgical instruments (Spectrum Surgical) and orthopedic implant (Everost) products to Movora and reached out to AHS to purchase GEPCO custom products. AHS acquired the GEPCO brand and continued to produce the custom products for the GEPCO customers, ensuring no disruptions to the supply chain.

3. **Virginia Tech question: Do you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract?**

*AHS Response:* Yes, AHS agrees.

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

*AHS Response:* Yes, AHS agrees.

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

*AHS Response:* None.

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

AHS Response: None.

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

AHS Response: Yes, AHS agrees to NET 30 terms.

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

AHS Response: Yes, AHS agrees.

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

AHS Response: Yes, AHS agrees.

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

AHS Response: Yes, AHS agrees.

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

AHS Response: Yes, AHS agrees.

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

AHS Response: Yes, AHS agrees.

13. **Virginia Tech question: If awarded a contract, are you willing to hold prices firm for the initial contract period of 2-years?**

AHS Response: Yes, AHS agrees.

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

AHS Response: Attached.

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

AHS Response: Application in process. Having issues with registration (spoke with Brian Holloway) and I have a support ticket open with eVA.

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

AHS Response: Yes, AHS agrees.

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

AHS Response: No, our prices does not include Tax (if applicable) or freight charges (if applicable).

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

AHS Response: Yes, AHS agrees.

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

AHS Response:

- a. Rolan Fields (903)806-2354 [rolan@animalhospitalsupply.com](mailto:rolan@animalhospitalsupply.com)
- b. Rolan Fields (903)806-2354 [rolan@animalhospitalsupply.com](mailto:rolan@animalhospitalsupply.com)
- c. Rolan Fields (903)806-2354 [rolan@animalhospitalsupply.com](mailto:rolan@animalhospitalsupply.com)

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

AHS Response: None at this time.