CONTRACT MODIFICATION AGREEMENT

Date: March 17, 2017
Contract No.: UCP-TG-012-09
Modification No.: 2

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)
Contractor: Mg Biologics, Inc.
Commodity: Veterinary Pharmaceuticals and Medical Supplies (87558)

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

Description of Modification:

Modify Attachment 1 of the contract as follows:

1. **Modify Item #4:**

4. **Virginia Tech Question:**
It is our understanding that the Mg Biologics, Inc.'s 2009 price for Immuno-Glo Normal Equine Plasma is $115 per 1000ml unit with the price increasing each year at 3%. ($118.45 for 2010, $122 for 2011, etc.) Is MgBiologics, Inc. willing 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?

*Mg Biologics, Inc. Response:*
No. While we would normally charge $137.31 for 2016 and $141.43 for 2017, we elected to hold to the contracted rate of 2015 for 2016.
Effective with the contract year of April 15, 2017 through April 14, 2018, the Normal Equine Plasma: Unblended Equine Plasma, 1000ml bag will increase by 3% to $141.43.
Effective with the contract year of April 15, 2018 through April 14, 2019, the Normal Equine Plasma: Unblended Equine Plasma, 1000ml bag will increase by 3% to $145.67.
Effective with the contract year of April 15, 2019 through April 14, 2020, the Normal Equine Plasma: Unblended Equine Plasma, 1000ml bag will increase by 3% to $150.04.

2. **Modify Item #16:**

16. **Virginia Tech Question:**
Virginia Tech requests that Protein Volume Replacer (PVR) be added to the contract. It is our
understanding that Mg Biologics, Inc.'s price for Protein Volume Replacer (PVR) is $90 per liter with the price increasing each year at 3%.

*Mg Biologics, Inc. Response:*

Yes. However, raw material costs will require price adjustments.

*Effective with the contract year of April 15, 2017 through April 14, 2018, the Protein Volume Replacer, 1000ml bag will increase to $120.00. Percentage increase will be 5% each year.*

*Effective with the contract year of April 15, 2018 through April 14, 2019, the Protein Volume Replacer, 1000ml bag will increase by 5% to $126.00.*

*Effective with the contract year of April 15, 2019 through April 14, 2020, the Protein Volume Replacer, 1000ml bag will increase by 5% to $132.30.*

3. Mg Biologics, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of Contract UCP-TG-012-09 as modified. Contract UCP-TG-012-09 is hereby amended to expire on April 14, 2018.

Except as provided herein, all terms and conditions of Contract Number UCP-TG-012-09, as heretofore changed, remain unchanged and in full force and effect.

Contractor

By: [Signature]

*Jacob Vaughn - Office Manager*

Name and Title

Virginia Tech

By: [Signature]

Patricia Mullins

Assistant Director of Procurement
December 21, 2015

Mark Meyer
MG Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of December 3, 2015 and agreeing to renew the contract for an additional year. The contract will now expire April 14, 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/tdj

c: F.M. Pro
Rick Hiller

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December 3, 2015

Mark Meyer
MG Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires April 14, 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 January 3, 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

MG Biologics, Inc. agrees to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature: ____________________________ Date: _____________
Name: _________________________ (please print) Title: _______________

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

MG Biologics, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: ____________________________ Date: _____________
Name: _________________________ (please print) Title: _______________

PM/tdj
Approved: ____________________________ Date: _____________
Patricia Mullins, CPPO, CUPO, VCO
Assistant Director of Procurement-Research Support

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VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
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# VENDOR INFORMATION FORM

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February 23, 2015

Mark Meyer  
MG Biologics, Inc.  
2366 270th Street  
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract # UCP-TG-012-09  
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of December 9, 2014 and agreeing to renew the contract for an additional year. The contract will now expire April 14, 2016.

Effective April 15, 2015, the price for Immuno-Glo Normal Equine Plasma is $137.31/liter and the price for Protein Volume Replacer (PVR) is $98.34/liter.

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 for Research Support  
Telephone: (540) 231-9129

PM/tdj  
Attachment  
c: F.M. Pro  
Jenny Robinson  
Shawn Furr

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12/10/2014

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December 9, 2014

Mark Meyer
MG Biologics, Inc.
2366 270th Street
Ames, IA  50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires April 14, 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 9, 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 for Research Support
Telephone: (540) 231-9129

MG Biologics, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: ___________________________ Date: 2/5/15
Name: ___________________________ Title: President (please print)

MG Biologics, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: ___________________________ Date: ___________________________
Name: ___________________________ Title: ___________________________

PM/tdj  c: FMP

Approved: ___________________________
Patricia Mullins
Assistant Director of Procurement for Research Support
Date: 2/23/2015
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February 5, 2015

Dear Patricia,

Thank you for the invitation to continue our contract (#UCP-TG-102-09) for another year.

However, I need to clarify contract pricing.

**Plasma:**
The contract was originally priced for equine plasma at $115/liter delivered in 2009. Mg had the contractual authority to increase the price by 3% annually. However, due to a billing error, Mg Biologics did not increase the price until fall 2014 and that was to $123/liter delivered. Note that the contract rate allowed was $133.31. Please be advised that MG will implement the negotiated contract rate effective April 15, 2015 to $137.31/liter.

**PVR:**
The contract was originally priced for Protein Volume Replacer (PVR) on January 6, 2012 at $90/liter. Please be advised that MG will implement the negotiated contract rate effective April 15, 2015 to $98.34.

Because Mg Biologics has neglected the price increase over the preceding 5 years, we need to re-establish reasonable margins for our continued participation. Our inputs of agricultural related products, plastics and insurance have increased annually by more than 3%.

Thank you for understanding the situation. We appreciate your business and hope you agree to setting 2015 (beginning in April 15, 2015) pricing at $137.31/liter for plasma and $98.34 for PVR delivered to your locations per the contract.

Sincerely,

Mark Meyer
President
January 15, 2014

Mark Meyer
MG Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies For Veterinary Purposes

Thank you for responding to my letter of December 13, 2013 and agreeing to renew the contract for an additional year. The contract will now expire April 14, 2015.

Effective April 15, 2014, the new price for Immuno-Glo Normal Equine Plasma is $118.45/liter and the new price for Protein Volume Replacer (PVR) is $92.70/liter.

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
Jenny Robinson
Shawn Furr
VENDOR INFORMATION FORM

M G Biologics, Inc.

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

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

BILLING NAME
(Company name as it appears on your invoice)

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MARK MEYER

CONTACT PERSON

mark@mgbiologics.com

EMAIL

515-769-2340

PHONE NUMBER

515-769-2390

FAX NUMBER
December 13, 2013

Mark Meyer
MG Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires April 14, 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 13, 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 for Research Support
Telephone: (540) 231-9129

MG Biologics, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: ____________________________ Date: ____________
Name: ____________________________ Title: ____________
(please print)

MG Biologics, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: ____________________________ Date: ____________
Name: ____________________________ Title: ____________
(please print)

PM/tdj: FMP

Approved: ____________________________
Patricia Mullins
Assistant Director of Procurement for Research Support
Date: ____________

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
December 3, 2012

Mark Meyer
MG Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceutical and Medical Supplies

Thank you for responding to my letter of November 13, 2012 and agreeing to renew the contract for an additional year. The contract will now expire April 14, 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,

[Signature]

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

PM/idj

c: F.M. Pro
Rick Hiller
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</tbody>
</table>

Mark Meyer

**CONTACT PERSON**

mark@mgbiologics.com

**EMAIL**

515-769-2390

**PHONE NUMBER**

515-769-2390

**TOLL FREE NUMBER**

515-769-2340

**FAX NUMBER**
November 13, 2012

Mark Meyer
MG Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract # UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceutical and Medical Supplies

This is to inform you that the subject contract expires April 14, 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 December 15, 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, CPP, VCO
Assistant Director of Purchasing for Research Support
Telephone: (540) 231-9129

MG Biologics, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: ________________
Name: ____________________________
Title: ____________________________
Date: 30 Nov 12

MG Biologics, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: __________________
Name: ____________________________
Title: ____________________________

Approved: ________________________
Date: 2/3/12

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
M G Biologics, Inc.

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

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

BILLING NAME
(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1

2366 270th Street

STREET ADDRESS 2

Ames

CITY

IA

STATE

50014

ZIP CODE

Mark Meyer

CONTACT PERSON

mark@mgbiologics.com

EMAIL

FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER

PAYMENT ADDRESS:

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

CITY

STATE

ZIP CODE

515-769-2340

PHONE NUMBER

TOLL FREE NUMBER

515-769-2390

FAX NUMBER
February 2, 2012

Mark Meyer  
Mg Biologics, Inc.  
2366 270th Street  
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09  
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of January 17, 2012 and agreeing to renew the contract for an additional year. The contract will now expire April 14, 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/tdj  
c: F.M. Pro  
Rick Hiller

Invent the Future  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
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M G BIOLOGICS, INC.

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<tr>
<th>MARK MEYER</th>
<th>CONTACT PERSON</th>
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<tr>
<td><a href="mailto:MARK@MGBIOLOGICS.COM">MARK@MGBIOLOGICS.COM</a></td>
<td>EMAIL</td>
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January 17, 2012

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires April 14, 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 February 3, 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 Muhlins, CPPO, VCO
Assistant Director of Purchasing for Research Support
Telephone: (540) 231-9129

MG Biologics, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: [Signature]
Name: Mark G. Meyer
Title: Pres.

MG Biologics, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: ____________________________
Name: ____________________________
Title: ____________________________

PM/tdj c: FMP

Approved: W. Thomas Kalousek
Director of Purchasing
Date: 2/12/2012

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VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
M G BIOLOGICS, INC.

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

BUSINESS NAME/ DBA NAME/TA NAME
(if different than Full Legal Name)

BILLING NAME
(Company name as it appears on your invoice)

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2366 270TH STREET
P O BOX ADDRESS 1
STREET ADDRESS 2
AMES
CITY
IA
STATE
50014
ZIP CODE
MARK MEYER
CONTACT PERSON
MARK@MGBIOLOGICS.COM
EMAIL

FEDERAL TAXPAYER NUMBER

PAYMENT ADDRESS:
PAYMENT P O BOX ADDRESS 1
PAYMENT STREET ADDRESS 2

515-769-2340
PHONE NUMBER
515-769-2390
FAX NUMBER
January 17, 2012

Mark Meyer
MG Biologics, Inc.
2366 270th Street
Ames, IA  50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Enclosed is your copy of modification number 1 to the subject contract. We look forward to working with you further.

Sincerely,

[Signature]

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

PM/tdj
Enclosure
c: F.M. Pro
   Rick Hiller
CONTRACT MODIFICATION AGREEMENT

Date: January 6, 2012
Contract No.: UCP-TG-012-09
Modification No.: 1
Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)
Contractor: Mg Biologics, Inc.
Commodity: Veterinary Pharmaceuticals and Medical Supplies (87558)

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

Description of Modification:

Modify Attachment 1 of the contract as follows:

Add Item #16:

Virginia Tech Question:
Virginia Tech requests that Protein Volume Replacer (PVR) be added to the contract. It is our understanding that Mg Biologics, Inc.’s price for Protein Volume Replacer (PVR) is $90 per liter with the price increasing each year at 3%.

Mg Biologics, Inc. Response:
Yes.

Except as provided herein, all terms and conditions of Contract Number UCP-TG-012-09, as heretofore changed, remain unchanged and in full force and effect.

Contractor

By: [Signature]
Name and Title: [Name] [Title]

Virginia Tech

By: [Signature]
Name and Title: W. Thomas Kaloupek
Director of Purchasing
December 6, 2010

Mark Meyer
Mg Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Mr. Meyer:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of November 12, 2010 and agreeing to renew the contract for an additional year. The contract will now expire April 14, 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/adj

c: F.M. Pro
Rick Hiller

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
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</table>
November 12, 2010

Dear Ms. French:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

This is to inform you that the subject contract expires April 14, 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 December 3, 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
Assistant Director of Purchasing for Research Support
Telephone: (540) 231-9129

MG Biologics, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature: ____________________________ Date: 2 DEC 2010
Name: Mark G. Master (please print) Title: President

MG Biologics, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: ____________________________ Date: ______________
Name: ____________________________ (please print) Title: ______________

PM/dj c: FMP
Approved: W. Thomas Kaloupek
Director of Purchasing
Date: 2/3/2010

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
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M G BIOLOGICS, INC.

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

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PURCHASE ORDER ADDRESS:

2366 270TH STREET
ADDRESS 1

PAYMENT ADDRESS:

ADDRESS 1

ADDRESS 2

AMES
CITY

CITY

IA
STATE
50014
ZIP CODE

STATE
ZIP CODE

MARK MEYER
CONTACT PERSON

PHONE NUMBER

515-769-2340

MARK@MGBIOLOGICS.COM
EMAIL

TOLL FREE NUMBER

515-769-2390

FAX NUMBER

JODI@MGBIOLOGICS.COM
January 12, 2010

Jodi French
Mg Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Ms. French:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceuticals and Medical Supplies

Thank you for responding to my letter of December 16, 2009 and agreeing to renew the contract for an additional year. The contract will now expire April 14, 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/tdj

c: F.M. Pro
Rebecca D Wade

In the Future
M G BIOLOGICS, INC.

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

BUSINESS NAME/ DBA NAME/TA NAME
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IA 50014
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PAYMENT ADDRESS:

ADDRESS 1
ADDRESS 2
CITY
STATE ZIP CODE

PHONE NUMBER

JODI FRENCH
CONTACT PERSON

JODI@MGBIOLOGICS.COM
EMAIL

515-769-2340
TOLL FREE NUMBER

515-769-2390
FAX NUMBER
December 16, 2009

Jodi French
Mg Biologics, Inc.
2366 270th Street
Ames, IA 50014

Dear Ms. French:

Subject: Virginia Tech Contract #UCP-TG-012-09
Commodity/Service: Veterinary Pharmaceutical and Medical Supplies

This is to inform you that the subject contract expires April 14, 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

Mg Biologics, Inc. agrees to renew the contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature:
Name: Jodi French
Date: 08 Jan 2010
Title: Office Manager

Mg Biologics, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: __________________________
Name: __________________________
Date: __________________________
Title: __________________________

PM/tdj
Approved: __________________________
Name: James E. Dunlap
Title: Associate Director of Purchasing
Date: 11/11/2010
VENDOR INFORMATION FORM

TG 012 09

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

M G BIOLOGICS, INC.

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

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

BILLING NAME
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PURCHASE ORDER ADDRESS:

2366 270TH STREET

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ADDRESS 2

AMES
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50014
ZIP CODE

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CONTACT PERSON

JODI@MGBIOLOGICS.COM
EMAIL

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STATE
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PHONE NUMBER
515-769-2340

TOLL FREE NUMBER
515-769-2390

FAX NUMBER
COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: UCP-TG-012-09

This contract entered into this 12th day of February, 2009 by Mg Biologics, Inc., 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.


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 3, 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

By: [Signature]

Name and Title

Virginia Tech

By: James E. Dunlap

James E. Dunlap
Associate Director of Purchasing
Request for Proposal #0006765

For

Pharmaceuticals and Medical Supplies for Veterinary Purposes

October 29, 2008
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.dmbe.state.va.us/swamecert.html.

<table>
<thead>
<tr>
<th>TYPE OF BUSINESS</th>
<th>DESCRIPTION</th>
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<tr>
<td>Large</td>
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<tr>
<td>Small business</td>
<td>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.</td>
</tr>
<tr>
<td>Women-owned business</td>
<td>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.</td>
</tr>
<tr>
<td>Minority-owned business</td>
<td>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.</td>
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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.

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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: eVACustomercare@dgs.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
VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pricing Plan for Pharmaceuticals and Medical Supplies for Veterinary Purposes</td>
<td>50</td>
</tr>
<tr>
<td>2. Plan for Providing Pharmaceuticals and Medical Supplies for Veterinary Purposes</td>
<td>30</td>
</tr>
<tr>
<td>3. References</td>
<td>10</td>
</tr>
<tr>
<td>4. SWAM Utilization</td>
<td>10</td>
</tr>
</tbody>
</table>

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


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. Workers' 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. ANTI-TRUST: 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/lepgen504.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 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, dispansation, 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 intramurals mail system, or another means of delivery. It is the sole responsibility of the Offer 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, faith-based 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
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 will be 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 these 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:

<table>
<thead>
<tr>
<th>Small</th>
<th>Woman-owned</th>
<th>Minority-owned</th>
<th>Total SWAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>5%</td>
<td>3%</td>
<td>38%</td>
</tr>
</tbody>
</table>

   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.dmbe.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, Samos, 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.

Electronically available from 05/06/2008 until present
Find, Create, and Amend your Advertisements

This page lists your organization's VBO solicitation postings. Use the CREATE buttons for new postings. Use the Search link or First/Prev/Next/Last buttons to find an existing solicitation. To view or edit a posting, select it and scroll down to see the details. To print the posting, click the Print link. For detailed instructions, click on "help & advice".

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<th>Version</th>
<th>Status</th>
<th>Publish Date/Time</th>
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<td>0006765</td>
<td>Pharmaceutical and Medical Supplies for Veterinary Purposes</td>
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<td>10/29/08 05:00 PM</td>
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Create Standard Posting

Create Sole-Source Posting

Create Emergency Posting

*Number: 0006765

*Type: RFP

*Category: Supplies

*Department: A208

*Unit: VBO

*Buyer Name: Patricia Mullins

*Buyer Phone: 540-231-9129

Buyer Phone Ext:

Buyer Fax Number: 540-231-9628

*Buyer Email: mullinsp@vt.edu

*Requestor Name: Patricia Mullins

*Requestor Phone: 540-231-9129

Version: 1

Sole-Source/Emergency Type:

*Published Date: 10/29/08

*Published Time: 5:00 PM

Notice Sent Date:

Pharmaceutical and Medical Supplies for Veterinary Purposes

*Description:

*Short Description: Pharmaceutical and Medical Supplies for Veterinary Purposes

Web Address: Please include http:// or

Amendment/Cancellation Information:

Amended Date:

Cancel Date:

Version Effective End Date:

Total Attachments: 1

https://vendor.epro.cgipdc.com/webapp/VSSAPPX/VBO;jsessionid=0000crMbpvsE0u9... 10/29/2008
Requestor Phone Ext: 

Requestor Fax Number: 540-231-9628

*Requestor Email: mullinsp@vt.edu

*Closing Date: 12/2/08

Public Bid Opening Date: 12/2/08

Pre-Bid Conference Date: 

Pre-Bid Conference Type: 

*Work Location: Blacksburg VA

Commodity

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<th>Commodity Description</th>
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<tbody>
<tr>
<td>87558</td>
<td>Pharmaceuticals, Veterinary, Animal: Drugs, Vaccines, Etc.</td>
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</table>

*Closing Time: 3:00 PM

Public Bid Opening Time: 3:00 PM

Pre-Bid Conference Time: 

Bid Opening

Notice of Intent to Award

Notice of Award

No Award

Change Management

https://vendor.epro.cgipdc.com/webapp/VSSAPPX/VBO;jsessionid=0000crMbpvsE0u9... 10/29/2008
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.
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. 

<table>
<thead>
<tr>
<th>Large</th>
<th>Small business</th>
<th>Women-owned business</th>
<th>Minority-owned business</th>
</tr>
</thead>
</table>

| 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. |

<table>
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<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
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<tbody>
<tr>
<td>My Biologics, Inc.</td>
<td>[Redacted]</td>
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<table>
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<td>[If different than ID# above]</td>
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<table>
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<th>BILLING NAME</th>
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<td>[Company name as it appears on your invoice]</td>
<td>[If different than ID# above]</td>
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</table>

<table>
<thead>
<tr>
<th>PURCHASE ORDER ADDRESS</th>
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</tr>
</thead>
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<tr>
<td>200 E 27th St Amos, IA 60114</td>
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<tbody>
<tr>
<td>Jodi French, Office Manager</td>
<td>[Signature]</td>
<td>08/Nov/08</td>
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<tr>
<td><a href="mailto:jodi@mybiologics.com">jodi@mybiologics.com</a></td>
<td>515-764-2810</td>
<td>515-764-2810</td>
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</table>
VIRGINIA TECH PROPOSAL #0006765

Proposal Preparation & Submission

The following proposal #0006765 is for contracting veterinary pharmaceuticals with Virginia Tech. The contract would be between Mg Biologics, Inc. and Virginia Tech for Equine plasma.

Section B. Specific Requirements

1. “Pricing Plan for Pharmaceuticals and Medical Supplies for Veterinary Purposes”:

Pricing for Equine plasma is listed below. Pricing will increase 3% each year.

<table>
<thead>
<tr>
<th>Year</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>$115</td>
</tr>
<tr>
<td>2010</td>
<td>$118.45</td>
</tr>
<tr>
<td>2011</td>
<td>$122</td>
</tr>
</tbody>
</table>

*All shipping charges are included in the pricing. (FOB Destination)*

2. “Plan for Providing Pharmaceuticals and Medical Supplies for Veterinary Purposes”:

Orders are shipped the day the order is received, unless otherwise noted by the customer. We accept phone orders and fax orders. All orders are shipped frozen, overnight.

3. “References” – The following references have purchased Equine plasma from us for 5 years or longer.

1. Rood & Riddle Equine Hospital
   Dr. Bill Rood
   2150 Georgetown Road
   Lexington, KY 40580
   859-233-0371

2. Peterson & Smith Equine Hospital
   Dr. Carol Clark
   4747 SW 60th Ave.
   Ocala, FL 34474
   352-237-6151

3. Dr. Glenn Blodgett
   Highway 82 West
   Guthrie, TX 79236
   806-596-4424

4. University of Minnesota
   Deb Stadsvold
   1365 Gortner Ave
   St. Paul, MN 55108

Mg Biologics, Inc. is a Small, Women-owned Business based in Ames, Iowa. We have been in business since September 1999.
1. **Virginia Tech Question:**
The current agreement, UCP-TG-028-04 expires April 14, 2009. Is Mg Biologics, Inc. willing to extend current pricing until a new agreement can be negotiated?

*Mg Biologics, Inc. Response:*
Yes.

2. **Virginia Tech Question:**
Please provide Mg Biologics, Inc.'s best discount schedule.

*Mg Biologics, Inc. Response:*
Pricing for Immuno-Glo Normal Equine Plasma for 2009 is $115 per 1000ml bag.

3. **Virginia Tech Question:**
It is our understanding that Mg Biologics, Inc. is willing to ship orders FOB Destination with freight prepaid and included in the price of each item. Is our understanding correct?

*Mg Biologics, Inc. Response:*
Yes.

4. **Virginia Tech Question:**
It is our understanding that the Mg Biologics, Inc.'s 2009 price for Immuno-Glo Normal Equine Plasma is $115 per 1000ml unit with the price increasing each year at 3%. ($118.45 for 2010, $122 for 2011, etc.) Is MgBiologics, Inc. willing 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?

*Mg Biologics, Inc. Response:*
No. The 3% price increase stands for each year.

5. **Virginia Tech Question:**
Does Mg Biologics, Inc. understand that the terms and conditions of RFP 0006765 shall govern the contract if a contract is awarded to your company?

*Mg Biologics, Inc. Response:*
Yes.

6. **Virginia Tech Question:**
For items not specifically listed in the response and for new items that become available, does Mg Biologics, Inc. agree to provide the best university pricing available?

*Mg Biologics, Inc. Response:*
Yes.

7. **Virginia Tech Question:**
Does Mg Biologics, Inc. agree to provide invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

*Mg Biologics, Inc. Response:*
Yes.

8. **Virginia Tech Question:**
Does Mg Biologics, Inc. acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?
Virginia Tech Question:
Are the prices included in the Mg Biologics, Inc. response inclusive of all applicable eVA system transaction fees?

Mg Biologics, Inc. Response:
Yes.

10. Virginia Tech Question:
Does Mg Biologics, Inc. agree that the initial contract period shall be for one year?

Mg Biologics, Inc. Response:
Yes.

11. Virginia Tech Question:
Upon completion of the initial contract period, does Mg Biologics, Inc. 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?

Mg Biologics, Inc. Response:
Yes.

12. 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 Mg Biologics, Inc. have pricing agreements in place with these organizations?

Mg Biologics, Inc. Response:
No.

13. Virginia Tech Question:
Will Mg Biologics, Inc. comply with the provisions of Section V regarding Contract Participation contained in RFP 0006765?

Mg Biologics, Inc. Response:
Yes.

14. Virginia Tech Question:
Please identify the person(s) (name, phone number, and email address) at Mg Biologics, Inc. that will serve as the customer service liaison and accounts receivable liaison.

Mg Biologics, Inc. Response:
Jodi French, 515-769-2340, jodi@mgbiologics.com

15. 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).
Mg Biologics, Inc. Response:

a. Mg Biologics, Inc.
b. Mg Biologics, Inc.
c. Mg Biologics, Inc.
d. Mg Biologics, Inc., 2366 270th Street, Ames, IA 50014
e. Mg Biologics, Inc., 2366 270th Street, Ames, IA 50014
f. See Exhibit 1.