

REQUEST FOR QUOTATION
 West Virginia Division of Natural Resources
 Wildlife Resources Section
 Chronic Wasting Disease (CWD) Testing for White-tailed Deer
 Exhibit A - Pricing Page

DESCRIPTION	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
ELISA Testing of Frozen Tissues per animal	Each	1500	\$23.25	\$34,875.00
IHC Testing of Formalin Fixed Tissues with one (1) animal per slide	Each	1200	\$40.00	\$48,000.00
IHC Testing of Formalin Fixed Tissues with two (2) animals per slide	Each	1200	\$21.62	\$25,944.00
IHC Testing of Formalin Fixed Tissues with three (3) animals per slide	Each	1200	\$21.62	\$25,944.00
Total:				\$134,763.00



 Authorized Signature

5/18/2023
 Date

THE QUANTITIES LISTED ABOVE ARE FOR BID EVALUATION PURPOSES ONLY. ACTUAL QUANTITIES MAY DIFFER.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Wisconsin Veterinary Diagnostic Laboratory

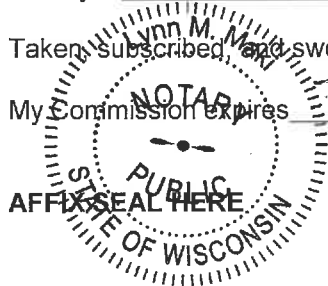
Authorized Signature: [Signature] Date: 5/18/2023

State of Wisconsin

County of Dane, to-wit:

Taken, subscribed, and sworn to before me this 18 day of May, 2023.

My Commission expires 7/8/25, 20 .



NOTARY PUBLIC [Signature]
Lynn M. Malin
Purchasing Affidavit (Revised 01/19/2018)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Dan Barr, TSE Program Supervisor

(Name, Title)

Wisconsin Veterinary Diagnostic Laboratory

(Printed Name and Title)

445 Easterday Lane, Madison, WI 53706

(Address)

608-574-0432 / 608-504-2594

(Phone Number) / (Fax Number)

daniel.barr@wvdl.wisc.edu

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Wisconsin Veterinary Diagnostic Laboratory

(Company)



(Authorized Signature) (Representative Name, Title)

Dr. Keith Poulsen, DVM, WVDL Director

(Printed Name and Title of Authorized Representative)

5/18/2023

(Date)

608-262-5432 / 608-504-2594

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Chronic Wasting Disease (CWD) Testing for White-tailed Deer

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources (WV DNR) Wildlife Resources Section (WRS) is soliciting bids to establish an open-end contract for Enzyme-linked Immunosorbent Assay (ELISA) and Immunohistochemistry (IHC) testing for Chronic Wasting Disease (CWD) from tissue samples collected by WV DNR staff from free-ranging white-tailed deer.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the Agency Terms and Conditions.
 21. **“Agency” or “WVDNR”** is in reference to the West Virginia Division of Natural Resources.
 22. **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 23. **“CWD”** means Chronic Wasting Disease.
 24. **“ELISA”** means Enzyme-linked Immunosorbent Assay.
 25. **“IHC”** means Immunohistochemistry.
 26. **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 27. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
 28. **“USDA”** means United States Department of Agriculture.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 Vendor must be an approved laboratory of USDA’s National Animal Health Laboratory Network (NAHLN) system and approved by USDA for ELISA and IHC CWD National Surveillance Program testing.
 - 3.1.2 Fifteen years of experience with ELISA and IHC CWD testing of samples from free-ranging white-tailed deer.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Chronic Wasting Disease (CWD) Testing for White-tailed Deer

- 3.1.3 ELISA CWD testing must follow USDA approved guidelines. Tissue for testing for one deer will be comprised of tissue combined from both halves of the frozen retropharyngeal lymph nodes provided.
- 3.1.4 CWD IHC testing will be of Formalin-fixed tissue collected by WV DNR staff. Tissues from multiple deer mounted on one slide is acceptable for IHC CWD testing as long as six (6) lymphoid follicles from each deer are available for examination. If multiple deer are tested per slide, any slide found suspect/positive for CWD or unsuitable for testing must have each deer retested separately in order to identify and confirm suspect/positive/unsuitable specific deer.
- 3.1.5 Vendor must have the capability to provide staging scores upon request by WV DNR WRS for retropharyngeal lymph node and obex tissue from animals immunoreactive for CWD by IHC. Scores must be based upon number and concentration of positive lymphoid follicles for retropharyngeal lymph node tissue and upon extent of immunoreactivity, relative to the neurons within the dorsal motor nucleus of vagus (DMNV) and surrounding nuclei and white matter, within sectioned tissue for the obex.
- 3.1.6 All tissue sample material not used for testing will remain the property of WV DNR and must be returned if requested. Any auxiliary use of material used for testing other than to confirm test results must be approved by WV DNR.
- 3.1.7 ELISA CWD testing results must be provided to the WV DNR WRS within 15 working days after the delivery of the samples to the laboratory. All CWD ELISA initial reactors must be confirmed by IHC by the USDA National Veterinary Services Laboratory (NVSL), Ames, IA, unless WV DNR allows IHC testing confirmation by the contracted USDA-approved NAHLN laboratory.
- 3.1.8 All ELISA and IHC CWD testing results must be provided in an electronic Excel spreadsheet with corresponding sample ID and other identifiers provided by WV DNR WRS. Results for ELISA testing will include optical density values with appropriate positive and control cut-off values.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by providing a price per sample tested by ELISA for CWD including all associated costs (i.e., accessioning fees, handling fees, etc.), and a price per slide for IHC CWD testing with number of samples per slide and including all associated costs (i.e., accessioning fees, handling fees, etc.).

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Chronic Wasting Disease (CWD) Testing for White-tailed Deer

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

4.2.1 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

4.2.2 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, e-mail, facsimile, regular mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders for ELISA CWD testing results within 15 working days after the delivery of samples to the laboratory. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Section placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Section seeking to obtain items from a third party under this provision must first obtain approval of the Chief Procurement Officer.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Chronic Wasting Disease (CWD) Testing for White-tailed Deer

unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified those items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 65 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

- 7.2** The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one (1) or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

8 MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Chronic Wasting Disease (CWD) Testing for White-tailed Deer

- 82 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 83 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 84 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dan Barr

Telephone Number: 608-574-0432

Fax Number: 608-504-2594

Email Address: daniel.barr@wvdl.wisc.edu