



COLLEGE OF VETERINARY MEDICINE AND BIOMEDICAL SCIENCES
VETERINARY DIAGNOSTIC LABORATORY
2450 Gillette Drive
1644 Campus Delivery
Fort Collins, Colorado 80523-1644
www.vdl.colostate.edu

April 9, 2019

West Virginia Division of Natural Resources
WV DNR Procurement
324 4th Ave
South Charleston, WV 25303

Procurement Folder: 536967 ARFQ 0310 DNR1900000089

Attached is Colorado State University's bid response to the above solicitation.

Included in the bid response is that CSU is not permitted to consent to the laws of another state (refer to 20. Applicable Law on p.18), but we can remain silent. As a state entity, CSU is prohibited from indemnifying a contracting party.

Colorado State University shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the University of its governmental and sovereign immunities, as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as a pledge of the full faith and credit of the State of Colorado, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado. As an institution of the State of Colorado, CSU is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void. The University is liable for breach of contract in the same manner as any private party would be under Colorado law under the same or similar circumstances.

If the CSU – Veterinary Diagnostic Laboratory bid is selected, our contracts team will work with West Virginia for acceptable terms and conditions for both West Virginia DNR and Colorado State University.

We look forward to working with you on the important testing for CWD.

Regards
Janice S Inman Leflet

Janice Inman Leflet
Business Officer
Veterinary Diagnostic Laboratory
970-297-5061
Janice.inman@colostate.edu



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	19.00	28,500
IHC Testing of Formalin Fixed Tissues with one (1) animal per slide	Each	1200	35.00	42,000
IHC Testing of Formalin Fixed Tissues with two (2) animals per slide	Each	1200	NA	
IHC Testing of Formalin Fixed Tissues with three (3) animals per slide	Each	1200	NA	
			54.00	70,500.00

Kathi Z. Wilson
Authorized Signature

4-9-19
Date

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

To expedite handling and delivery of results we ask that fresh samples are submitted as follows: packed in bags of 48, with 4 groups of 12 samples rubber banded together in the order that they are listed on the paperwork. We also request an electronic copy of a spreadsheet of the animal ids.

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

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.
- 8.2 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.
- 8.3 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.
- 8.4 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: Grant Calhoun, J.D.
Associate Legal Counsel, Director of Contracting
Colorado State University System
970-491-5690
Contracts@colostate.edu

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: Colorado State University - Veterinary Diagnostic Laboratory

Authorized Signature: *Kathie Lawson* Date: 4-9-19

State of Colorado

County of Larimer to-wit:

Taken, subscribed, and sworn to before me this 9 day of April, 2019

My Commission expires May 15 2022 20

AFFIX SEAL HERE

NOTARY PUBLIC

Janice Sinman Leflet
Purchasing Affidavit (Revised 01/19/2018)

