



**Montana Fish,
Wildlife & Parks**



**STATE OF MONTANA
PURCHASE ORDER**

Date: 09/21/2017

P.O. Number: 18-546

P.O. Title: Wildlife Disease Testing

BILL TO/SHIP TO INFORMATION

Bill To:

Montana Fish, Wildlife & Parks
Jennifer Ramsey
1400 So. 19th
Bozeman, MT 59718

Ship To:

Notification of results will be emailed to fwpwildlab@mt.gov and results will be available in a secured internet environment.

Agency Contact:

All questions regarding this purchase should be directed to: Kari Shinn, FWP, Purchasing Officer at (406) 495-3249. Questions regarding invoicing contact Jennifer Ramsey at 406-994-5671.

F.O.B. Delivery:

N/A

VENDOR INFORMATION

Vendor:

Colorado State University Veterinary Diagnostic Laboratory
300 West Drake
Fort Collins, CO 80523-1644

Vendor Phone: 970-297-5061

E-mail: Janice.inman@colostate.edu

Vendor Contact: Janice Inman

Federal Tax ID: 84-6000545

P.O. Total: \$90,000.00

P.O. Terms: NET 30 DAYS

Contract Validated By: Kari Shinn

Purchasing Officer, Centralized Support Services

Date: 09/21/2017

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Montana Fish, Wildlife & Parks. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

DEBARMENT: Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

FORCE MAJEURE: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must

determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA)

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.



**Montana Fish,
Wildlife & Parks**



**STATE OF MONTANA
PURCHASE ORDER**

| QUANTITY No. & Unit | Description | Project # | Exp. Code | Unit Cost | Total |
|-------------------------------|---|------------------------------------|--------------|------------------------|--|
| ELISA Test IHC Test | <p>The State agrees to provide funding to the Contractor for chronic wasting disease (CWD) diagnostic testing. The State will complete submission forms for each case submission to indicate the tests that are being ordered. The State and the Contractor will subsequently use the issued accession numbers to reference each sample submission and test result.</p> <p>The Contractor will provide the prescribed laboratory services to establish a result in a timely manner (within 10 business days of receiving the samples), performing CWD ELISA or IHC testing that is currently offered and listed in the current fee schedule. The Contractor will send standard PDF reports as well as an Excel spreadsheet of test results via email to fwpwildlab@mt.gov.</p> <p>Payment Schedule. In consideration of the services to be provided, FWP shall pay the Contractor according to the following schedule. The Contractor will invoice FWP for each submission and a monthly statement will be sent listing the invoices and payments for the previous month. Payment will be due within 30 days of the monthly statement. Final invoices for all services performed within the current fiscal year must be received by July 5 following the close of the fiscal year on June 30. Total Compensation will not exceed \$90,000 total during State Fiscal Years 2018-2022.</p> <p>Contract Term: The contract term begins upon issuance of this purchase order and ending June 30, 2022, unless terminated earlier as provided in this contract. The purchase order (contract) may, upon agreement, between the parties and according to the terms of the existing contract, be extended an additional year at the option of the State or with additional funding, this would be done through a purchase order adjustment, the contract cannot exceed a total of five years.</p> | 5854, 58541, 58542, 58543 | 62106 | \$17.00 \$35.00 | \$90,000.00 |
| PO# 17-690 | <p>Delivery of Results: Notification of results will be emailed to fwpwildlab@mt.gov and results will be available in a secured internet environment.</p> | | | TOTAL | Not to exceed \$90,000 for the life of this PO. |

VENDOR INSTRUCTIONS

1. **Forward invoice and copy of Purchase Order to Agency Contact person at "Bill To" address.**



MONTANA FISH, WILDLIFE & PARKS

STATE OF MONTANA PURCHASE ORDER ADJUSTMENT

Date: 06/28/2019

Document No.: 18-546 POA1

Agency Code: 52010

Vendor Information:

Colorado State University Veterinary Diagnostic Laboratory
300 West Drake
Fort Collins, CO 80523-1644

Purchase Order Information:

PO No.: 18-546

Date: 09/21/2017

This purchase order adjustment is to add additional funding to purchase order 18-546, Wildlife Disease Testing.

1. Contractor's Duties: Contractor duties are unchanged.
2. Compensation: Cost per test is unchanged. Total compensation has changed to include \$372,300.00 in additional funding, total contract value is \$462,300.00.
3. Term of Contract: The term of the contract is unchanged.

All terms, conditions, and prices remain the same as purchase order 18-546.

Colorado State University Veterinary Diagnostic Laboratory:

Kristy Jablonia

(Signature)

Date: 7/23/19

Montana Fish, Wildlife & Parks:

M. H. Wells

(Signature)

Date: 7/26/19

Montana Fish, Wildlife & Parks Legal:

J. J. [Signature]

(Signature)

Date: 6-28-19

RECEIVED

JUL 29 2019

PROPERTY