

MA 18P 18092400000000000038
MODIFICATION

State of Maine



Master Agreement

Effective Date: 11/01/18

Expiration Date: 10/31/22

Master Agreement Description: Chronic Wasting Disease Testing-Maine Cervids

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Brenda Lord 207-941-4463 ext. BRENDA.LORD@MAINE.GOV

Requestor Information

Brenda Lord 207-941-4463 ext. BRENDA.LORD@MAINE.GOV

Agreement Reporting Categories

Reason For Modification: One year extension with price increases agreed upon by IFW.

Authorized Departments

09A INLAND FISHERIES & WILDLIFE

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000127638

Vendor Name

COLORADO ST UNIV

Alias/DBA

COLORADO VET DIAG. LAB.

Vendor Address Information

300 WEST DRAKE BLDG C
1644 CAMPUS DELIVERY
FORT COLLINS, CO 80523-1644
US

Vendor Contact Information

Kristy Pabilonia
970-297-4109 ext.
Kristy.Pabilonia@COLOSTATE.EDU

Commodity Information

Vendor Line #: 1

Vendor Name: COLORADO ST UNIV

Commodity Line #: 1

Commodity Code: 96148

Commodity Description: Laboratory and Field Testing Services (Not Otherwise Classif

Commodity Specifications: As per the specifications attached made part of this MA.

Commodity Extended Description: Chronic Wasting Disease Testing -- Maine Cervids

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
0.00	11/01/18	10/31/22
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 10/8/2021
6D6437754DD0459

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Angela Nielsen 10/14/2021
F080A0549AFF445...

Signature Date

Angela Nielsen Director, Office of Budgets

Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

The Department will ship up to 550 brain tissue samples to the provider for analysis of Chronic Wasting Disease (CWD). Tissue samples will consist of lymph nodes or obex from white-tailed deer (*Odocoileus virginianus*). The Provider will assess whether CWD is present in tissue samples using Enzyme-Linked Immunosorbent Assays (ELISA). Any tissue sample that tests positive for CWD will be confirmed using immunohistochemistry (IHC) techniques approved by the USDA for CWD surveillance. For moose (*Alces alces*), the Provider will assess whether CWD is present in tissue samples using IHC techniques. Up to 20 IHC tests are covered under this contract. All CWD testing will follow USDA approved analytical and quality control procedures. If additional analyses are needed to confirm a diagnosis or to analyze replicates for quality control, those costs will be covered by the Department. Once the analyses are complete, the Provider will submit a report that indicates the test results for each sample that was submitted.

The Department may occasionally submit samples from other species of Cervidae for CWD testing that have been brought into the state. The Department recognizes that an approved ELISA assay may not be available for these species and that IHC testing may be required. As with white-tailed deer and moose, the Provider will submit a report that indicates the test results for each sample that was submitted. All purchases under this agreement are subject to the BP54 service contract attached and hereby incorporated into this agreement, until 10/31/2021.

STATE OF MAINE
DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
Agreement to Purchase Services

THIS AGREEMENT, made this 6th day of November 2018, is by and between the State of Maine, Dept. of Inland Fisheries & Wildlife, hereinafter called "Department," and by and between the Board of Governors of the Colorado State University System acting by and through Colorado State University, for the benefit of Colorado State University Veterinary Diagnostic Laboratory, located at 300 W Drake Bldg C, 1644 Campus Delivery, Fort Collins, CO 80523-1644, telephone number 970-297-5163, hereinafter called "Provider", for the period of November 1, 2018 to October 31, 2019.

The AdvantageME Vendor/Customer number of the Provider is VC0000127638

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C - Exceptions to Rider B
- Rider D/E/F - At Department's Discretion
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

Provider: **The Board of Governors of the Colorado State University System, acting by and through Colorado State University**

By: *Angela Nielsen*
Angela Nielsen (Nov 9, 2018)

Name: Angela Nielsen, Director, Office of Budgets

Date: Nov 9, 2018

and

Department of **Inland Fisheries and Wildlife**

By: *Nathan Webb*

Nathan Webb, Supervisor,
Wildlife Research Assessment Section

Date: 11/14/18

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

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APPROVED:

By: *Kristy Pabilonia*
Kristy Pabilonia (Nov 8, 2018)
Kristy Pabilonia
Interim Director, Veterinary Diagnostic Lab

*FUND ACCT NO.: 1400700

By: *Grant N. Calhoun*
Grant N. Calhoun, JD
Associate Legal Counsel/Director, Contracting Services

Total Agreement Amount: **\$10,600.00**

BP 54 - AGREEMENT TO PURCHASE SERVICES

AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT	SUB UNIT	OBJ	JOB NO.
VC0000127638	\$7,950.00	013	09A	7508	01	4006	Job 319 (CWD Monitoring) 75% PR funding

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT	SUB UNIT	OBJ	JOB NO.
VC0000127638	\$2,650.00	010	09A	7508	01	4006	Job 319 (CWD Monitoring) 25% General Fund

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Department will ship up to **550** brain tissue samples to the provider for analysis of Chronic Wasting Disease (CWD). Tissue samples will consist of lymph nodes or obex from white-tailed deer (*Odocoileus virginianus*). The Provider will assess whether CWD is present in tissue samples using Enzyme-Linked Immunosorbent Assays (ELISA). Any tissue sample that tests positive for CWD will be confirmed using immunohistochemistry (IHC) techniques approved by the USDA for CWD surveillance. For moose (*Alces alces*), the Provider will assess whether CWD is present in tissue samples using IHC techniques. Up to **20** IHC tests are covered under this contract. All CWD testing will follow USDA approved analytical and quality control procedures. If additional analyses are needed to confirm a diagnosis or to analyze replicates for quality control, those costs will be covered by the Department. Once the analyses are complete, the Provider will submit a report that indicates the test results for each sample that was submitted. Test results will be submitted prior to April 30, 2019.

The Department may occasionally submit samples from other species of Cervidae for CWD testing that have been brought into the state. The Department recognizes that an approved ELISA assay may not be available for these species and that IHC testing may be required. As with white-tailed deer and moose, the Provider will submit a report that indicates the test results for each sample that was submitted.

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RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** **\$10,600.00**

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payment to be made upon receipt of approved itemized invoice (s).

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Dr. Wally Jakubas, Mammal Group Leader
Title: Maine Dept. Inland Fisheries & Wildlife
Address: 650 State Street, Bangor, ME 04401

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

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8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

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g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any

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authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

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21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

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RIDER C
EXCEPTIONS TO RIDER B

1. Section 13, WARRANTY, is amended by adding a new paragraph at the end to read:

EXCLUSIVE WARRANTY; DISCLAIMER. Provider warrants that all deliverables provided under this Agreement will be provided substantially in accordance with the Scope of Work and/or written protocol provided by Department. All other warranties, express and implied, are hereby expressly disclaimed **INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Provider shall not be liable for any indirect, special, incidental, consequential or punitive loss or damage of any kind, including but not limited to lost profits (regardless of whether or not Provider knows or should know of the possibility of such loss or damages). The liability of either party under this Agreement shall not exceed the amount paid or payable to the Provider under this Agreement.

2. Section 17, GOVERNING LAW, is deleted and replaced with the following:

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. At all times during the performance of this contract, the Department shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

3. Section 18, STATE HELD HARMLESS, is deleted.

4. Section 21, LIABILITY INSURANCE, is deleted and replaced with the following:

Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of the University is at all times herein strictly limited and controlled by the provisions of the Colorado government Immunity Act, C.R.S. secs. 24-10-101, *et seq.* as now or hereafter amended. Liability of the Department is at all times herein strictly limited and controlled by the provision of the Maine Tort Claims Act, 14 M.R.S. § 8101. *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said either Act. During the term hereof each party represents that it maintains general liability insurance covering itself and its employees in the performance of this contract, in an aggregate amount of not less than one million dollars (\$1,000,000.00), all or part of which may be self-insured. A party will furnish the other party a certificate evidencing such insurance upon written request.

5. A new section 28 is added, CONFIDENTIALITY, to read as follows:

1. Each party has certain documents, data, information, and methodologies that are confidential and proprietary to that party ("Confidential Information"). During the term of this Agreement, either party may, as the "Disclosing Party," disclose its Confidential Information to the other party (the "Recipient"), in writing, visually, or orally. Recipient shall receive and use the Confidential Information for the sole purpose of the performance of this Agreement, and for no other purpose (except as may be specifically authorized by the Disclosing Party, in writing). Recipient agrees not to make use of the Confidential Information except for such Services and agrees not to disclose the Confidential Information to any third party or parties without the prior written consent of the Discloser

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2. Recipient shall use its reasonable best efforts to preserve the confidentiality of the Confidential Information (using the same or similar protections as it would as if the Confidential Information were Recipient's own, and in any event, not less than reasonable care). Recipient shall obligate its affiliates with access to any portion of the Confidential Information to protect the proprietary nature of the Confidential Information.

3. "Confidential Information" shall not include, and Recipient shall have no obligation to refrain from disclosing or using, information which:

3.1 is generally available to the public at the time of this Agreement;

3.2 becomes part of the public domain or publicly known or available by publication or otherwise, not through any unauthorized act or omission of Recipient;

3.3 is lawfully disclosed to the Recipient by third parties without breaching any obligation of non-use or confidentiality;

3.4 has been independently developed by persons in Recipient's employ or otherwise who have no contact with Confidential Information, as proven with written records; or

3.5 is required to be disclosed by law; provided that, in the event that Recipient is required to redisclose Confidential Information under this subsection 15.3.5, it will promptly notify the Disclosing Party, and the Disclosing Party may, at its sole discretion and expense, initiate legal action to prevent, limit or condition such redisclosure.

4. Notwithstanding any other provision of this Agreement, a party may retain one copy of the other party's Confidential Information in its confidential files, for the sole purpose of establishing compliance with the terms hereof.

6. A new section 20 is added, Use of Tradenames and Service Marks, to read as follows:

Neither party obtains by this Agreement any right, title, or interest in, or any right to reproduce or to use for any purpose, the name, tradenames, trade- or service marks, or logos (the "Marks"), or the copyrights of the other party. Neither party will include the name of the other party or of any employee of that party in any advertising, sales promotion, or other publicity matter without the prior written approval of that other party. In the case of the Provider, prior written approval is required from the CSU's Vice President for Public Relations. In the case of the Department, prior written approval is required from an authorized representative of the Department.

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RIDER D

Not Required: For use at Department's Discretion

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER E

Not Required: For use at Department's Discretion

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER F

Not Required: For use at Department's Discretion

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RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: CO

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

RIDER C
EXCEPTIONS

NA

Appendix A

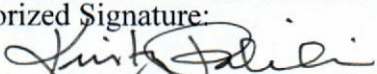
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Colorado State University, Veterinary Diagnostic Laboratory		
Chief Executive - Name/Title: Director, (interim) Dr. Kristy Pabilonia		
Tel: 970-297-4109	Fax: 970-297-0320	E-mail: Kristy.Pabilonia@colostate.edu
Headquarters Street Address: 300 West Drake, Bldg C, 1644 Campus Delivery		
Headquarters City/State/Zip: Fort Collins, CO 80523-1644		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Kristy Pabilonia	Title: Interim Lab Director
Authorized Signature: 	Date: 9/4/18

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: <i>Kristy Pabilonia</i>	Title: <i>Interim Lab Director</i>
Authorized Signature: <i>Kristy Pabilonia</i>	Date: <i>9/4/18</i>

Maine

RFQ # 09A18082200000000000060

Bid Response Event RFQ# 09A18082200000000000060

Colorado State University Veterinary Diagnostic Laboratory

Pricing Schedule

Bid Based on 550 Lymph nodes - White-tailed Deer ELISA assay

20 obex from Moose or other Cervids IHC

Sample submission by January 15th and resulted on or before May 1st of same year.

	Samples	Cost per Test		Total
Test: Chronic Wasting Disease (CWD) ELISA	550	\$18.00	\$	9,900.00
Test: Chronic Wasting Disease (CWD) IHC	20	\$35.00	\$	700.00
Total for 550 ELISA and 20 IHC testing Option Year 1			\$	10,600.00

Please submit samples in bags of 48 samples with groups of 12 samples rubber banded together.



AMENDMENT

DATE: 2/11/2020

ADVANTAGE CONTRACT #: MA 18P 180924-38

DEPARTMENT AGREEMENT #: NA

AMENDMENT AMOUNT: \$ 0.00

This Amendment, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: Inland Fisheries and Wildlife

Address: 650 State Street

City: Bangor

State: ME

Zip Code: 04401

PROVIDER

PROVIDER: Colorado State University, Colorado Vet Diagnostic Lab

Address: 300 West Drake Bldg C, 1644 Campus Delivery

City: Fort Collins

State: CO

Zip Code: 80523-1644

Provider's Vendor Customer #: VC0000127638

Each signatory below represents that the person has the requisite authority to enter into this Contract Amendment. The parties sign and cause this Contract Amendment to be executed.

Department of Inland Fisheries and Wildlife

Craig McLaughlin 2/13/20

Signature
:Craig McLaughlin, Supervisor
Wildlife Resource Assessmt. Section Date

Colorado Vet Diagnostic Lab

Angela Nielsen
Angela Nielsen (Feb 13, 2020)

Signature
: Angela Nielsen, Dir., Office of Budgets
Date Feb 13, 2020

CSU LEGAL REVIEW:

CSU Legal Review Signature

Amendment rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	Amended Period:	Original Start Date: 11/1/2019 Current End Date: 10/31/2021 Amendment Start Date: New End Date: Click or tap to enter a date. Reason: Extend MA for one year (Renewal Period #1) All terms and conditions of the original Master Agreement 18P 180924*38 contract remain in effect.
<input type="checkbox"/>	Amended Contract Amount:	Amount of Adjustment: \$ New Contract Amount: \$ Reason:
<input type="checkbox"/>	Amended Scope of Work:	The Scope of work in Rider A is amended as follows:
<input type="checkbox"/>	Other:	Reason:

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$	013	09A	7508	01	4006	Job 319			2020

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$	014	09A	7508	01	4006	Job 319			2020

(Departments - Attach separate sheet as needed for additional coding.)

013-09A-7508-01-4006-01 Job 319 FY 2021

014-09A-7508-01-4006-01 Job 319 FY 2021



AMENDMENT

DATE: 9/22/2021

ADVANTAGE CONTRACT #: MA 18P 180924*0038

DEPARTMENT AGREEMENT #: NA

AMENDMENT AMOUNT: \$ 15,000

This Amendment, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: Maine Inland Fisheries and Wildlife

Address: 650 State Street

City: Bangor

State: ME

Zip Code: 04401

PROVIDER

PROVIDER: Colorado State University, dba Colorado Veterinary Diagnostic Lab

Address: 300 West Drake Bldg. C., 1644 Campus Delivery

City: Fort Collins

State: CO

Zip Code: 80523-1644

Provider's Vendor Customer #: VC0000127638

Each signatory below represents that the person has the requisite authority to enter into this Contract Amendment. The parties sign and cause this Contract Amendment to be executed.

Department of Inland Fisheries and Wildlife

Colorado State University

Signature 10/4/21
Date

Dr. Craig McLaughlin, Supervisor

Signature 10/4/21
Date

Kristy Delone

Amendment rev. May 2020

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

AMENDMENT

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	Amended Period:	Original Start Date: 11/1/2018 Current End Date: 10/31/2021 Amendment Start Date: 11/1/2021 New End Date: 10/31/2022 Reason: Amending Master Agreement to extend for one year
<input type="checkbox"/>	Amended Contract Amount:	Amount of Adjustment: \$ _____ New Contract Amount: \$ _____ Reason:
<input type="checkbox"/>	Amended Scope of Work:	The Scope of work in Rider A is amended as follows:
<input checked="" type="checkbox"/>	Other:	Describe the Changes: We accept the price increase of the CWD ELISA test from \$18 each to \$20 each. Samples will be submitted in bags of 48 samples with groups of 12 samples rubber banded together.

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

CODING

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$11,250.00	013	09A	7308	01	4006	Job 319 W10			

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 3,750.00	010	09A	7308	01	4006	Job 319 W10			

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

PART I: OVERVIEW

Department Office/Division/Program:		Department of Inland Fisheries and Wildlife Wildlife Research and Assessment Section		
Department Contract Administrator or Grant Coordinator:		Craig McLaughlin, WRAS Section Supervisor Brenda Lord, Wildlife Secretary		
(If applicable) Department Reference #:		(MA 18P 180924*0038)		
Amount: (Contract/Amendment/Grant)	\$15,000	Advantage CT / RQS #:		
CONTRACT	Proposed Start Date:	11/1/2021	Proposed End Date:	10/31/2022
AMENDMENT	Original Start Date:		Effective Date:	
	Previous End Date:		New End Date:	
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:		Colorado State University, 300 West Drake Bldg. C., 1644 Campus Delivery, Fort Collins, CO 80523-1644		
Brief Description of Goods/Services/Grant:		Chronic Wasting Disease Sampling		

PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

<input checked="" type="checkbox"/>	A. Competitive Process	<input type="checkbox"/>	G. Grant
<input type="checkbox"/>	B. Amendment	<input type="checkbox"/>	H. State Statute/Agency Directed
<input checked="" type="checkbox"/>	C. Single Source/Unique Vendor	<input type="checkbox"/>	I. Federal Agency Directed
<input type="checkbox"/>	D. Proprietary/Copyright/Patents	<input type="checkbox"/>	J. Willing and Qualified
<input type="checkbox"/>	E. Emergency	<input type="checkbox"/>	K. Client Choice
<input type="checkbox"/>	F. University Cooperative Project	<input type="checkbox"/>	L. Other Authorization

PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.

The proposed Master Agreement is for diagnosing Chronic Wasting Disease (CWD) in tissue samples from white-tailed deer and moose. These samples will be collected as part of Maine's ongoing program to monitor moose and deer populations for CWD. This is a fatal disease to white-tailed deer and moose that could have significant impact on Maine's wildlife populations, economy, and recreational opportunities. The primary mission, and statutory mandate, of our agency is to ensure that wildlife populations persist in Maine for the enjoyment of Maine's citizens and visitors (Title 12, §10051). As such, CWD testing is central to the mission of our Department.

State of Maine Procurement Justification Form

PART III: SUPPLEMENTAL INFORMATION

Maine's Department of Inland Fisheries and Wildlife (MDIFW) will ship up to 600 tissue samples to the provider to test for Chronic Wasting Disease (CWD). Tissue samples will consist of lymph nodes and/or the obex from each deer or moose. For deer samples, the Provider will assess whether CWD is present in tissue samples using enzyme-linked immunosorbent assay (ELISA) tests. If lymph nodes are present, they should be analyzed in preference to the obex. For moose samples and deer samples other than whitetail, the provider will assess whether CWD is present in tissue samples using immunohistochemistry (IHC) techniques approved by the USDA for CWD surveillance. Any tissue sample that tests positive will be confirmed using IHC under this contract. If costs may be reduced by mounting samples from multiple animals per slide, the Provider is encouraged to do so. Once the analyses are complete, the provider will submit a report that indicates the test results for each sample that was submitted.

2. Provide a brief justification for the selected vendor to supplement the response in Part II.

We conducted an RFP and received no other responses.


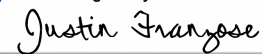
3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

We determined that the cost of testing for Chronic Wasting Disease is fair and reasonable based on similar diagnostic tests by other laboratories. Please see attached new pricing schedule from Colorado State University.

4. Describe the plan for future competition for the goods or services.

Only certain veterinary diagnostic laboratories in the US are certified to perform CWD diagnoses. Colorado State has been a leader in performing these diagnostic services. IFW staff do not have the expertise nor the facilities necessary to perform these tests. Other USDA certified laboratories do not compete with each other for sample testing rather states are encouraged to send their samples to designated laboratories.

PART IV: APPROVALS

Signature of requesting Department's Commissioner (or designee):	By signing below, I signify that I approve of this procurement request.		
			
Printed Name:	Nathan Webb	Date:	10/4/2021
Signature of DAFS Procurement Official:	DocuSigned by: 		
Printed Name:	AEEED9C7B3A8044E... Justin Franzose	Date:	10/8/2021