

SOLE SOURCE DETERMINATION

The Purchasing Division has been requested to approve a sole source purchase for the commodity or service described below. Pursuant to West Virginia Code 5A-3-10c, the Purchasing Division is attempting to determine whether the commodity or service is a sole source procurement. If you believe your company meets the required experience and qualification criteria stated below, please e-mail the Purchasing Division at team@wvadmin.gov to express your interest in the project. Please forward any and all information that will support your company's compliance with required qualification and eligibility criteria along with any other pertinent information relative to this project to the Purchasing Division no later than November 13, 2007.

Requisition Number: DNR90059

Department/Agency: BOC/DNR-Wildlife

Detailed Description of Project:

Wildlife Health Monitoring and Inspection. (per attached contract)

Proposed Sole Source Vendor:

University of Georgia/Research Foundation, Inc.

Specific Eligibility Criteria:

See Below

Specific Qualification Criteria:

Vendor must be experienced wildlife disease experts. Staff must be willing to travel to West Virginia to assist state with wildlife disease problems. Vendor must be experienced with wildlife diagnostics and have certified laboratory facilities to diagnose wildlife disease. Vendor must be able to receive wildlife specimens and make wildlife disease diagnostics and recommendations concerning cases. Vendor must be familiar with state game and fish agency wildlife disease management issues. Vendor must be able to diagnose chronic wasting disease by both immunohistochemistry and enzyme linked immunosorbent assay tests. Testing facilities must be certified and able to handle several thousand chronic wasting disease tests per year.

ARTICLE I. – STATEMENT OF WORK. The Contractor, within financial limitations set by the cooperating states, and under general supervision of the Southeastern Association of Fish and Wildlife Agencies or any duly constituted committee empowered to act for or in behalf of this organization, shall use its best efforts to provide necessary personnel, including administrative and clerical; facilities; and materials, and do all other things which in its judgment are necessary for, or incident to, the performance of scientific research aimed at achieving the following objectives:

1. Determining, insofar as possible, the cause or causes of disease outbreaks among game and fur-bearing mammals in the southeastern United States. In the event that facilities become overtaxed, problems affecting wild white-tailed deer will be given preferential consideration over other investigations.
2. Inquiring into the maladies of game birds and migratory fowl, only insofar as the Regional Poultry Diagnostic Laboratory of the Contractor can make available its facilities and personnel.
3. Attempting to devise appropriate control measures where feasible.
4. Investigation of disease conditions of domestic livestock within an area in which wild deer have been suggested as the source of infection. If deemed advisable by the Project Director, this type of investigation may also be initiated for other game and fur-bearing mammals.
5. Conduction of an active research program on diseases of wild deer and, if deemed advisable by the Project Director, other game and fur-bearing mammals in the Southeast. Special emphasis will be given problems possibly associated with public health or the livestock industry.
6. At the request of individual States, the Contractor will perform chronic wasting disease (CWD) tests and analyze samples submitted by the State. If the State has requested CWD testing, a line item has been added to the Budget (last page of this document) to reflect a pre-determined number of samples to be tested.

As evidence of the desire of the Contractor to cooperate with the States in working toward these objectives, it will make available at no cost to the States, the services of Dr. John R. Fischer, one of its staff members, on a one-half time basis to conduct and supervise this joint-state program and serve as Project Director. Adequate laboratory facilities, office space, animal rooms, and pastures will be provided by the Contractor. Many additional miscellaneous facilities, services, and items also will be made available by the Contractor.

The Contractor will hire qualified personnel, including administrative and clerical, as set up in the budget included in Article II covering expenditures financed by cooperating States, to fill the positions which are deemed necessary for the maximum performance of this regional wildlife study. Staffing and utilization of personnel to the greatest benefit will be a responsibility of the Project Director, and all decisions in this respect will be in the interest of the joint-state program. Monies contributed by the States will be used in conducting the following procedures:

A. Familiarization

1. Communications, both verbal and written, or visits with P-R Coordinators and other responsible officials will be made in order that full utilization of available facilities and technical consultation might be realized. Costs for these communications, i.e., telephone (including cellular), facsimile transmissions, stationary, etc., are included in the Expenses Category of the budget.
2. All possible efforts will be made to visit areas of potential wildlife die-offs so that project personnel will be acquainted with field conditions under which they might be called to perform.
3. Areas that in the past have experienced major wildlife die-offs will be visited whenever possible, to survey conditions which might have contributed to the problem.

B. Field Calls (Infectious Principles)

1. Investigational Phase

Visits will be made to areas where wildlife might be dying from unknown causes. Necropsies will be performed, and where indicated collections of appropriate organs and tissues for bacteriological, viral, mycotic, parasitological, and pathological studies will be made.

2. Laboratory Phase

a. Histopathological studies will be conducted where deemed necessary.

The services of a specialist, qualified in veterinary pathology, can be made available if additional interpretation of these studies is indicated.

b. Laboratory adaptation of all infectious agents recovered will be made in various media of different nutrients, pH range, and embryonating tissues when considered necessary.

3. Transmission Phase

a. Where the results would be of practical value, transmission of isolated infectious agents will be made in wild deer, tame deer, domestic sheep and goats, as well as the standard laboratory animals.

b. Efforts will be directed toward a determination of "carriers" and the vectors of pathogens which might be incriminated.

4. Control Phase

Where practical, appropriate methods of control of "carriers" and/or vectors will be inaugurated.

C. Field Calls (Toxic Principles)

1. Investigational Phase

Collection of known poisonous products and suspected waters or plants will be made from areas in which wildlife are dying and necropsy indicates death related to poisoning. Appropriate organs will be collected for histopathological studies.

2. Laboratory Phase

Chemical analysis of ingesta will be made where indicated. Other laboratory tests of value in determining the toxic principle involved will be utilized.

3. Transmission Phase

a. Attempts will be made to reproduce the syndrome by feeding the involved substances, flora or water, to wild deer, tame deer, domestic sheep and goats, or other such animals as needs might indicate.

b. Efforts will be directed toward determination of the toxic principle involved.

4. Control Phase

Methods of control will be suggested where feasible.

D. Field Calls (Nutritional Principles)

1. Investigational Phase

Collection of appropriate samples of tissues and body fluids will be made at necropsy for later laboratory studies.

2. Laboratory Phase

a. Where indicated, histopathological studies will be conducted on all essential tissues obtained.

b. Determination of constituents of the body fluids (e.g., vitamin A content of the blood) will be accomplished if deemed advantageous.

c. Analysis of mineral and other inorganic substances of bones and blood will be determined as needed.

3. Control Phase

Efforts will be made to find practical and economical solutions to nutritional problems.

E. Addendum – General Services

1. This organization is maintained in constant readiness to investigate the etiology of any major disease entity, whenever it might threaten or occur among wild animals. In this respect, every effort will be made to define the specific pathogen or principle involved, and where feasible recommendations

will be offered toward alleviation of the immediate situation or the prevention of its recurrence.

2. The Southeastern Cooperative Wildlife Disease Study (SCWDS) will continue to conduct basic research programs which are of the greatest current significance for game animals. Particular emphasis will be placed on the more pressing disease entities that are transmissible between game species and domestic livestock.
3. In the event that the SCWDS might be in a position to assist State Game and Fish Organizations in influencing a more favorable attitude toward wildlife conservation programs, we gladly will comply. A member of this regional disease program will assist in any feasible manner; this may include speaking engagements before various sportsmen's groups, etc. Because of budgetary limitations, unless speaking engagements of this type can be scheduled to coincide with a planned activity, it will be necessary for the recipient State to defray expenses.
4. On occasions where controversial issues arise pertaining to diseases of game animals and their possible association with domestic livestock, this organization will take a definite stand concerning the facts of the immediate situation. Where realities might be distorted and such may become detrimental to conservation interests, the SCWDS will contribute its utmost toward the extinction of false concepts and act as a liaison between wildlife conservation and the livestock industry.
5. Where legal matters or court cases might occur, the SCWDS will not hesitate to testify relative to facts pertaining to diseases that are transmissible between wild animals and domestic livestock.
6. This regional organization will continue to work with the biologists of individual states in whatever capacity deemed advantageous by your organization. This will include various types of instructional programs: e.g., ovarian analysis procedures, bone marrow fat determinations of deer, and the use of drugs for immobilizing and capturing wild animals. Additional services of this type are being developed and will be submitted for your consideration.

F. Other Programs

1. Trapping of Wild Deer

Cost of trapping experimental deer on Blackbeard Island and their transportation to the University as required for transmission studies, etc., will be borne by the project. These deer are made available through the courtesy of the U.S. Fish and Wildlife Service, Branch of Refuges.

2. Research Deer Herd

Maintenance of a tame deer research herd has been provided for in the budget. Valuable information is to be gained by the utilization of tame animals comprising the species being studied. Frequently this is the only practical method of obtaining valid data, and for this reason a rather large deer colony is maintained. These deer have been contributed by individual member States and are a direct responsibility of the Project Director. They are available for transmission studies if needed and, if considered in the best interest of the wildlife research program, can be made available to other qualified research workers.

3. Reports

- a. Quarterly progress reports will be submitted by the Contractor. An annual progress report will be submitted to each member State. This will constitute a general synopsis of progress made during the current fiscal year. Detailed data will be forwarded regularly as indicated by project production. Reprints will be procured on all publications, and ample copies will be forwarded to each participating State. Throughout each year, all other reports which are considered to be of major interest will be sent to the cooperating States. Postage and supplies for compiling and mailing these reports are included in the Expenses Category of the budget.**
- b. Copies of all project correspondence will be directed to the following persons: (1) Director of recipient State; (2) P-R Coordinator of recipient State; (3) Secretary of Southeastern Association of Fish and Wildlife Agencies; (4) President of Southeastern Association of Fish and Wildlife**

Agencies; and (5) Regional Federal Aid Supervisor, U.S. Fish and Wildlife Service.

ARTICLE II. – COST AND PAYMENT

a. The initial cost of the State and compensation to be paid the Contractor for the performance of the contract will be not more than \$62,418 or the State's pro rata share of the cooperative as set up in the attached budget submitted by the Contractor. Each State's pro rata share shall be paid to the Contractor in quarterly payments, upon receipt of an invoice in triplicate from the Contractor.

b. Should States in addition to those of the Southeastern Region (Number Four) desire to become members of the Southeastern Cooperative Wildlife Disease Study, most of those bordering this region can be included at the same pro rata rate which is being paid by member States. If this occasion should arise, these monies will be used to the best interest of the project and for strengthening the entire organization.

c. Should costs of contract work exceed the pro rata share, a request will be made by the Project Director for submission of a cost change order to this agreement.

d. At the end of the contract period, June 30, 2008, any unexpended balance will be accounted for and carried over on the next year's operation. An estimate of this balance will be considered in proposing the following year's expenditures.

e. If the project should be terminated, any monies or equipment purchases belonging to the project having residual value will be accounted for and refunded to the participating States.

ARTICLE III. – EXAMINATION OF RECORDS. The Contractor agrees to preserve all of its records bearing upon the amounts payable under this contract, and further agrees that any specifically authorized representative of the State shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

ARTICLE IV. – The Contractor agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, national origin, or disability.