



Michigan Department of Natural Resources – Procurement Services
P.O. Box 30028, Lansing, MI 48909
OR
525 W. Allegan, Lansing, MI 48933

NOTICE OF CONTRACT NO. 751B6600023

**Between
STATE OF MICHIGAN
and**

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor Michigan State University Office of Sponsored Programs 426 Auditorium Rd., Rm 2 301 Administration Building East Lansing, MI 48824-2601	Primary Contact Diane Cox	
	Email Coxd@osp.msu.edu	
	Telephone (517) 884-4243	Contractor #, Mail Code *****5984/283

State Contact	Division	Name	Telephone	Email
Contract Manager	Fisheries	Marisa Lay	(517) 284-5837	Laym@michigan.gov
Contract Administrator	Finance and Operations	Lisa VanOstran	(517) 284-5975	vanostranl@michigan.gov

Contract Summary			
Description (Provide a basic but comprehensive description of services) Determine social, political and biological constraints for implementing an Asian Carp control measure in two large watersheds tributary to the Great Lakes by conducting surveys and holding workshops using contemporary approaches for human dimensions.			
Initial Term 7 months	Effective Date 3/21/2016	Initial Expiration Date 01/31/2017	Available Options none
Payment Terms Net 30	F.O.B. N/A	Shipped N/A	Shipped From N/A
Minimum Delivery Requirements N/A	Alternate Payment Options <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV)		Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$110,000.00			



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ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$110,000.00			

THIS IS NOT AN ORDER: This Contract Agreement is awarded based on a Great Lakes Restoration Initiative competitive grant through the Michigan Department of Environmental Quality. Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:

Michigan State University
 Firm Name
Diane Cox
 Authorized Agent Signature
 Diane Cox, Senior Contract and Grant Administrator
 Authorized Agent (Print or Type)
1 Apr 2016
 Date

JRZ

FOR THE STATE:

Laura Gyorkos
 Signature
 Laura Gyorkos, Manager
 Name/Title
 DNR Finance and Operations/Procurement
 Division/Section
9/5/16
 Date

STATE OF MICHIGAN TERMS AND CONDITIONS

I-A PURPOSE

This contract consists of the State of Michigan's (State) terms and conditions and the work statement (Appendix A). This contract constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This contract supersedes all proposals, or other prior agreements, and all other communications between the parties relating to this transaction. If there is a conflict between the State's terms and conditions and the Contractor's Proposal, the State's terms and conditions shall take precedence.

The purpose of this contract is to obtain the services of the Department of Fisheries and Wildlife at Michigan State University to conduct research titled: **Exploring the Human Dimensions of Asian Carp Management in Michigan** in collaboration with Fisheries Division of the Michigan Department of Natural Resources (DNR). Project completion date is **September 30, 2016**.

I-B ISSUING OFFICE/CONTRACT ADMINISTRATOR

This contract is issued by the State of Michigan, Department of Natural Resources, Finance and Operations Division (FOD) for Fisheries Division (FD).

FOD is the only office authorized to change, modify, amend, alter, and clarify, etc., the prices, specifications, terms, and conditions of this contract. All requests for changes, modifications, amendments, etc. must be addressed to:

Lisa VanOstran, DNR, FOD
3rd Floor, Constitution Hall
P.O. Box 30028
Lansing, MI 48909
(517) 284-5975
vanostranl@michigan.gov

I-C CONTRACT STAFFING

Upon receipt of the properly executed contract agreement, it is anticipated that the person named below or any other person so designated be authorized to oversee the contract on a day-to-day basis during the term of the contract. However, oversight of this contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of this contract.

The DNR Project Manager is:

Tammy J. Newcomb, Ph.D.
Department of Natural Resources
Executive Division
P.O. Box 30028
Lansing, MI 48933
Telephone: (517) 284-5832
Fax: (517) 335-4242
Email: newcombt@michigan.gov

The MSU Principal Investigator (MSU-PI) for this project is listed below. This person is responsible for the administration and research of the project. The MSU-PI does not have the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of the contract as that authority is retained by MSU - Office of Sponsored Programs.

Dr. Meredith Gore, Associate Professor
Department of Fisheries and Wildlife
Michigan State University
480 Wilson Road, Room 13
East Lansing, MI 48824
Telephone: (517) 432-8203
Email: gorem@msu.edu

I-D CONTRACT MANAGER

Marisa Lay
Financial Analyst, DNR, Fisheries Division
P. O. Box 30446
Lansing, MI 48909
Telephone: (517) 284-5837
Email: Laym@michigan.gov

I-E PROGRAM OF WORK

Problem/Need: Fisheries Division has developed plans for responding in the event of finding bighead or silver carp in Michigan's waters. Approaches towards rapid assessment and corresponding response actions have evolved with different levels of response depending on the biological findings (e.g., positive eDNA, a single fish, a fish in spawning condition, multiple juvenile fish, eggs or larvae). Some biological findings may result in a desire to use extensive netting and electrofishing for further assessment while other findings may promulgate a larger, more effective response such as a chemical application of rotenone. All approaches come with significant social and political issues. In one case, the DNR may need to close down large sections of a river for multiple days. In the other case, in addition to river closure, there would be significant fish mortality and consequences to the fishery.

In 2014, a response exercise by the DNR on the St. Joseph River prepared staff for a large response event and resulted in a communication strategy for creating awareness about the event. This project would go one step further and help the DNR gauge the types of communication and certainty of information that would be desired by the local public in the event of a large response within specific watersheds. Results should be applicable more broadly than Michigan in advising state agencies on working with their public towards a response for bighead or silver carp.

Purpose and Objectives: This project works toward preparation should an bighead or silver carp be found in Michigan waters and relates to GLRI Action Plan Goal 5: An effective, efficient, and environmentally sound program of integrated pest management for invasive species is developed and implemented, including program functions of containment, eradication, control, and mitigation. This project seeks to determine the social, political, and biological constraints for implementing an Asian carp control measure in two large watersheds tributary to the Great Lakes. Objectives include:

- 1) Determine level of awareness of stakeholders in two watersheds at risk for Asian carp invasion;
- 2) Determine factors influencing risk perception associated with Asian carp management (i.e., large rotenone treatments) in two watersheds at risk for invasion
- 3) Identify types of risk-related information and communication that would influence community support for different types of control/eradication approaches;
- 4) Use principles of engagement-based communication to share results with watershed communities.

Expected Results and Benefits:

- 1) Greater awareness by stakeholders of the invasive carp response issues and a model for future workshops or collaborations with watershed groups.
- 2) The DNR will be better prepared to engage the public with information and decision making steps for invasive carp responses in specific watersheds.
- 3) Michigan will have a measure of the public’s willingness to use large chemical control and in what conditions to better define the issue basin wide.
- 4) Continued demonstration to conservation, policy leaders, and federal agencies that Michigan is investing in preparing for an Asian carp response.
- 5) Michigan will be viewed as a state agency leader in this area of response.

Procedure: *Study Sites:* St. Joseph watershed and a Lake Erie watershed to be determined in collaboration with MDNR. Identical methods will be implemented in each watershed so as to permit data pooling if desired.

Data collection: This project will use quantitative methods to achieve objectives. We will use a web-based survey administered using Qualtrix software. We anticipate launching the survey in June 2016 and completing the survey by the end of the month.

Sampling: The web-based survey will empanel 750 individuals at least 18 years of age from each watershed (N = 1500); we will aim to achieve gender parity in the sample. The study population of interest will be members of the general public who are either unaware or latently aware of Asian carp issues in Michigan. Grunig (2005) identified publics who do not face a problem are nonpublics, those who face the problem but do not recognize it as a problem are latent publics, those who recognize the problem are aware publics, and those who do something about the problem are active publics.

Measurement: We will use the expanded psychometric model of risk perception using Gore et al.’s pretested measures and other measures from the literature (See Table 1).

Table 1. Psychometric model of risk perception.

Variable	Definition	Concepts to be measured	Guiding literature
Dependent Variable			
Risk perception	intuitive judgments about risk	averaged index of worry about risk and likelihood of risk to humans and nature	Slovic 1987, Gore et al. 2007
Independent Variables			
Attitudes toward risk	positive or negative evaluations about risk and risk perception	Index of risk acceptance to humans and nature	Gore et al. 2008
Risk sensitivity	vulnerability rating	Index responses to variety of environmental risks	Gore et al. unpublished data, Sjoberg 2000
Tampering with nature	extent of human-nature relationship	Index response of nature finds way to balance, is random, forgives, or small changes have big impacts	Sjoberg 2002

Moral aspects of risk	innate universal categories of how people come to hold ideas of right and wrong	Index responses to standard questions of authority, harm, purity, loyalty, fairness	Graham et al. 2011, Haidt & Graham 2007, Haidt & Joseph 2004
Sociodemographics	identifying characteristics of individuals	age, profession, years lived in area, ethnicity, gender, marital status, educational level, resource wealth, water activities	Cutter et al. 2003, Hill 2004
Spatial aspects of risk	proximity to spatial features influencing risk perception	either use spatially mapped IP address or participant ID's address	Montgomery et al. 2013, Jachowski et al. 2013
Specific risk factors	social and environmental context of risk to humans or nature	agency legitimacy, credibility	Sjoberg 2002
Other factors	psychometrics	control, familiarity, volition, trust, dread, catastrophic potential, responsiveness,	Gore et al. 2007

Analysis: We will use principle components analysis and multivariate regression to achieve objectives. We will use check reliability using Chronbach's alpha. Cognitive maps will be produced for different stakeholder groups and will inform risk communication templates.

Human subjects protection: All methods will be reviewed, approved, and executed according to MSU's Human Subject Protection Program.

DNR will provide the following:

DNR PI as well as other Fisheries Division staff will provide participate in developing the study questionnaire, providing input regarding direction, and as a liaison for establishing connections for stakeholder engagement work.

I-F DELIVERABLES

- 1) A communication model for increasing specific awareness in areas at risk for Asian carp findings. This model would be organized according to either a) different types of stakeholder groups (e.g., fishers, kayakers) or b) types of publics (e.g., apathetic, single-issue). For all groups, a communication template/worksheet will be created that highlights perceived risk associated with Asian carp management and a suite of messages, formats, messengers and mediums specific to that user group.
- 2) A modified response template to incorporate project findings into the DNR response strategy to Asian carp invasion.
- 3) A final report with an executive summary outlining the project process and findings.
- 4) Engagement-based communication of findings with watershed groups.

A Draft report must be submitted by 9/23/2016. A final version of the report is due no later than January 31, 2017.

I-G PROJECT CONTROL AND REPORTS

The Contractor will carry out this project under the direction and control of the DNR, Fisheries Division.

The DNR Project Manager will meet as needed with the PI for the purpose of reviewing progress and providing necessary guidance in solving problems that arise.

The PI will submit deliverables as listed in Section I-F above, and identify any problems, real or anticipated, which should be brought to the attention of the DNR Project Manager to insure that the contract remains on schedule and will be completed as scheduled.

I-H PRICE PROPOSAL

This is a fixed price contract not to exceed contract. MSU may bill at the onset of the project, July 1, and September 1. Contractor agrees to waive normal overhead charges per the Agreement between MSU and DNR, executed September 5, 2013.

MSU will bill evenly with a "not to exceed" contract amount of \$110,000.00.

I-I MODIFICATIONS OF CONTRACT

This contract may be modified if any changes proposed by either party are requested in writing and mutually agreed to by the official representative of the Contractor shown in this contract and the DNR contract administrator. This request is not valid until it is signed by all parties, a Contract Change Notice is issued by the Issuing Office, and a Purchase Order is issued by the DNR.

I-J NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of this contract.

I-K SEVERABILITY

Each provision of this contract shall be deemed severable from all other provisions, and if one or more of the provisions shall be declared invalid, the remaining provisions of this contract shall remain in full force and effect.

I-L HEADINGS

Captions and headings used in this contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this contract.

I-M RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed an employee, agent, or servant of the State for any reason.

I-N COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing this contract. Total liability of the State is limited to the terms and conditions of this contract.

I-O CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for the performance of all of its obligations under this contract, whether the obligations are performed by the Contractor or a subcontractor. The State reserves the right to approve any subcontractor hired to perform the Contractor's obligations under this contract, and the right to require the Contractor to replace any subcontractor deemed unacceptable by the State. The Contractor is exclusively responsible for adherence by subcontractors to all provisions of this contract. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the contract.

I-P INFORMATION RELEASE / OWNERSHIP

News Releases

News releases pertaining to this Contract or the services, study, data, or project to which it relates will not be made without prior written State approval, which will not be unduly withheld. MSU may publish information concerning the award of this in the MSU Board of Trustees report only, without prior written consent.

Publication

The Contractor will not use, release, publish or present any analyses, findings, results, or techniques developed under this agreement, or any information derived therefrom until such analyses, findings, or techniques have been reported to the State in the manner prescribed by this agreement. The Contractor will provide the State, for its review, copies of all presentations or articles being submitted for publication at least forty-five (45) days in advance. The State will review the proposed publication and provide comments. A response shall be provided to the Contractor within forty-five (45) days; otherwise, the Contractor may assume that the State has no comments. The Contractor agrees to address any concerns or issues identified by the State with respect to the State-supplied information prior to submission for publication or presentation.

Acknowledgement of State Participation/Support

All publications or oral presentations concerning the analyses, findings, results, or techniques developed under this contract will contain an acknowledgement, of the State's participation and support unless the State requests in writing that their participation and support not be acknowledged. Furthermore, Contractor may not receive fees for any article in excess of the cost of preparation of published article and excluding the cost of the research and compilation that was compensated under the contract.

Ownership of Samples\Equipment

Any samples provided by the DNR for use under this contract will remain the sole property of the DNR and must be returned upon the request of the DNR Project Manager

At the end of the project period, the DNR will retain ownership of any supplies/equipment purchased with funding under this contract and for the purposes of the project which are not consumed while completing the project. The supplies/equipment must be returned to the State upon the request of the DNR Project Manager.

I-Q DISCLOSURE

All information in this contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I-R ACCOUNTING RECORDS

The Contractor will be required to maintain project records pertaining to Appendix A 'Work Statement' for three (3) years from the expiration date of this contract, which access shall be made available to the State upon reasonable notice to Contractor.

I-S AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the requirements of this contract.

I-T SAFETY AND ACCIDENT PREVENTION

In performing work under this contract on State premises, the Contractor shall conform to any specific safety requirements contained in this contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such safety requirements, rules, laws, or regulations shall be a material breach of this contract and shall be grounds for cancellation of this contract in accordance with the Cancellation provisions contained herein.

I-U TAXES

Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

Sales and Use Taxes Contractors are required to be registered to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State.

I-V GENERAL INDEMNIFICATION

Each party to this contract must seek its own legal representative and bear its own costs; including judgments, in any litigation that may arise from performance specific to each party's responsibilities. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

I-W INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract (Purchase Order), whether such operations be by themselves or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

NOTE: CONTRACTOR MAY SUBMIT EVIDENCE OF SELF-INSURANCE AND/OR AMENDMENT OF EXISTING LIABILITY COVERAGE IN FULFILLMENT OF ABOVE PROVISIONS, IF THE STATE ACCEPTS THE EVIDENCE OR AMENDED LIABILITY COVERAGE AS PROVIDING COMPARABLE PROTECTION OF THE STATE'S INTEREST.

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of, or result from, the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this contract, unless such damages are the result of the negligence or omission of the State of Michigan.

The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DNR, FS, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED OR MATERIALLY CHANGED without prior written notice having been given to the DNR, FS. Such NOTICE must include the CONTRACT NUMBER affected.

The Contractor is required to provide the type and amount of insurance checked () below:

- 1. Commercial General Liability with the following minimum coverage:
\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)
- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance for bodily injury and property damage as required by law.
- 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.
- 4. Employers liability insurance with the following minimum limits:
\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

I-X NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-Y CANCELLATION

The State may cancel this contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under this contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event the State chooses to partially cancel this contract for cause charges payable under this contract will be equitably adjusted to reflect those services that are cancelled. In the event this contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this contract for a cancellation for convenience.

2. **Cancellation for Convenience by the State.** The State may cancel this contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in this contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make performance of the services under this contract no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.
3. **Non-Appropriation.** The State may cancel this contract in the event that funds to enable the State to effect continued payment under this contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to annual appropriation or availability of funds for this contract. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. **Criminal Conviction.** In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the contractor's business integrity, the State may cancel this contract.
5. **Approvals Rescinded.** In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11,

Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules, the State may cancel this contract. Notwithstanding any other provision of this contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that disbursements under this contract violate Article 11, Section 5 of the Michigan Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-Z ASSIGNMENT

The Contractor shall not have the right to assign this contract or to assign or delegate any of its duties or obligations under this contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under this contract without the prior written consent of DNR Financial Services.

I-AA DELEGATION

The Contractor shall not delegate any duties or obligations under this contract to a subcontractor other than a subcontractor named in the bid unless DNR Financial Services has given written consent to the delegation.

I-BB NON-DISCRIMINATION CLAUSE

In the performance of any contract or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the contract or purchase order.

I-CC UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-DD SURVIVOR

Any provisions of this contract that impose continuing obligations on the parties shall survive the expiration or cancellation of this contract for any reason.

I-EE PERFORMANCE REVIEWS

DNR may review with the contractor their performance under the contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on contractor's past performance with the State. Performance reviews shall include, but are not limited to, quality of service being delivered and provided, timeliness, percentage of completion, accuracy of billings, customer service, completion, and submission of required paperwork, and other requirements of the contract.

Upon a finding of poor performance, which has been documented by DNR Financial Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by DNR Financial Services, the contract may be canceled for default.

I-FF ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Contractor is required to register with the State electronically at <http://www.cpexpress.state.mi.us>. Public Act 533 of 2004 requires all payments made by the State of Michigan be transitioned to Electronic Funds Transfers (EFT).

I-GG RENEWALS - Reserved

I-HH COMPLIANCE WITH LAWS

The Contractor represents to the best of its knowledge and belief that, in performing the services called for by this Contract, it will not violate any applicable law, rule, or regulation, or any intellectual rights of any third party; including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-II Legal Effect

Contractor must show acceptance of the Contract by signing the Contract and returning it to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

ATTACHMENT A

Proposed Budget

Project Title: **“Exploring the Human Dimensions of Asian Carp Management in Michigan”**

MSU will bill per section I-H of the contract for the following testing services – the “not to exceed” contract amount is \$110,000.00

	Requested Funds
SALARY/WAGES (See note below)	
Principal Investigator	27,223
Ph.D. Graduate student (s)	45,885
Temp Hourly -	
Total Salary/Wages	73,108
FRINGE BENEFITS	
Principal Investigator	2,083
Ph.D. Graduate student (s)	1,523
Temp Hourly -	
Total Fringe Benefits	3,606
Total Personnel Costs	76,714
OPERATING COSTS	
Institute for Survey Research	20,000
General Supplies(include computer & Parts)	
Phone	
Postage	
Printing/Copy Charges	
Publication/Page Reprint Charges	
Conference, Workshops	
Graduate Assistant Tuition and Fees	9,398
Total Operating Costs	29,398
TRAVEL	
Domestic Travel	3,888
Total Travel	3,888
TOTAL DIRECT COSTS	110,000
Indirect cost base	
INDIRECT COSTS (may not exceed 5%)	0
TOTAL COSTS by source	110,000