



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. 751B7700003**

**Between  
STATE OF MICHIGAN  
and**

*Required by authority of 1984 PA 431, as amended.*

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

| State Contact                 | Division               | Name           | Telephone      | Email                   |
|-------------------------------|------------------------|----------------|----------------|-------------------------|
| Contract Compliance Inspector | 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)<br>Grass Carp structured decision making (SDM) to inform Adaptive Management Framework. |                              |   |   |
| Initial Term<br>1 year  | Effective Date<br>12/01/2016 | Initial Expiration Date<br>9/30/2017  | Available Options<br>none   |
| Payment Terms<br>Net 30   | F.O.B.<br>N/A                | Shipped<br>N/A  | Shipped From<br>N/A   |
| Minimum Delivery Requirements<br>N/A  |                              | Alternate Payment Options<br><input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) | Available to MiDeal Participants<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$80,000.00  |                              |   |   |

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

Michigan State University

Firm Name

*[Signature]*  
Authorized Agent Signature

Diane L. Cox, Sponsored Programs Manager

Authorized Agent (Print or Type)

13 Dec. 2016  
Date

FOR THE STATE:

*[Signature]*  
Signature

Lisa VanOstran, Buyer  
Name/Title

DNR- Procurement  
Office

12/14/16  
Date

## I-A PURPOSE

This contract consists of the State of Michigan's (State) terms and conditions and the work statement. 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: **Grass Carp structured decision making to inform Adaptive Management Framework** in collaboration with Fisheries Division of the Michigan Department of Natural Resources (DNR). Project completion date is **September 30, 2017.**

## 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

## 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:

Seth Herbst, Ph.D.  
Department of Natural Resources  
Fisheries Division  
P.O. Box 30446  
Lansing, MI 48909  
Telephone: (517) 284-5841  
Fax: (517) 373-0381  
Email: [herbsts1@michigan.gov](mailto:herbsts1@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. Kelly Robinson  
Department of Fisheries and Wildlife  
Michigan State University  
480 Wilson Rd Room 2B  
East Lansing, MI 48824  
Telephone: (517) 884-8872  
Email: [kfrobins@msu.edu](mailto:kfrobins@msu.edu)

## I-D CONTRACT COMPLIANCE INSPECTOR

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

## I-E PROGRAM OF WORK

### **Problem/Need:**

Grass carp is the only species of Asian carps that is currently captured in the Great Lakes, Lake Erie in particular. This species of Asian carps poses a high risk to the Great Lakes and has the ability to greatly alter habitats that are critical for many native fish and other organisms. Recent evidence from Lake Erie indicates that the majorities of grass carp at large are fertile and have the ability to reproduce in tributaries of Lake Erie. The presence of fertile fish that are being captured more frequently by commercial fishers in recent years highlights the need to use a scientifically based approach for developing an eradication plan for grass carp in Lake Erie.

Recent grass carp research projects have provided information that can be used to inform an eradication management strategy. Although some population demographic information exists, information remains limited and therefore the need to complete a Structured Decision Making (SDM) process exists to guide difficult decisions related to developing, implementing, and evaluating a grass carp adaptive management framework for Lake Erie. As part of this project a decision analysis (or SDM) will be completed with input from Lake Erie fisheries managers, scientific experts, and regional stakeholders, with facilitation from Michigan State University's Quantitative Fisheries Center. The decision analysis will consist of conducting workshops where participants will identify objectives related to eradicating grass carp from Lake Erie and discuss the control options available and uncertainties that might limit eradication success. The objectives will then be used to inform and construct a grass carp population model that can be used to evaluate the effectiveness of different eradication action plans, which will ultimately inform the Grass Carp Adaptive Management Framework for Lake Erie. The process will also highlight what additional information might be critical to collect to increase the likelihood of success eradication. The decision analysis process that is proposed here has been used successfully to inform the invasive sea lamprey control program in the Great Lakes and can greatly advance grass carp eradication efforts in Lake Erie. In addition, the decision analysis process can also be applied to potential future scenarios in the Great Lakes or other regions where Asian carp are established or might be introduced, which will ultimately increase agency response abilities in the future because it provides a process to scientifically guide and if needed adapt eradication/control efforts to achieve desired outcomes.

### **Purpose and Objectives:**

The primary goal of this project is to identify fundamental and means objectives related to eradicating grass carp from Lake Erie and to evaluate the performance of eradication actions at achieving the stated objectives. The objectives developed will provide guidance to managers for moving forward with a scientifically robust design for the implementation and evaluation of control efforts. A secondary goal will be to document discussions on the control options available and uncertainties that might limit eradication/control success. The objectives will then be used to inform and construct a grass carp population model that can be used regionally to evaluate the effectiveness of different eradication action plans, which will ultimately inform the Grass Carp Adaptive Management Framework for Lake Erie.

### **Expected Results and Benefits:**

- All existing grass carp data summaries will be presented to all interested parties during decision analysis workshops and will be used to develop an Adaptive Management Framework for the eradication of grass carp in Lake Erie.
- Fisheries managers will be better informed and have a science based strategic document to guide eradication efforts in Lake Erie.
- Fisheries agencies will participate in a formal Structured Decision Making process and be better prepared to conduct a similar analysis of bighead and/or silver carp where detected in the Great Lakes.

**Procedure:**

MSU will complete the following tasks under this contract:

- Task 1. Host structured decision analysis workshops facilitated by Michigan State University's Quantitative Fisheries Center. Participants will include Lake Erie fisheries managers, Asian carp experts, and interested stakeholder groups from various agencies throughout the Great Lakes basin. The workshops will be an inclusive process that will be needed to determine regionally agreeable objectives for grass carp control in Lake Erie. The results of the workshops will then be used to develop a science based Adaptive Management Framework for grass carp eradication in Lake Erie.
- Task 2. Develop grass carp population models to quantitatively evaluate control options related to objectives determined during SDM workshop.

DNR will provide the following:

- DNR PI as well as other Fisheries Division staff will provide guidance during workshop development and assist with technical questions related to grass carp life history, as needed.
- DNR PI will assist with manuscript/report development (10%).

**I-F DELIVERABLES**

This contract will allow for increased capacity through the Partnership for Ecosystem Research and Management (PERM) with Michigan State University Fisheries and Wildlife Departments to host and facilitate a series of Lake Erie grass carp Structured Decision Making workshops and develop quantitative models that will assist with decision making related to grass carp control in Lake Erie.

MSU PI will provide a draft report which is due April 30 2017 and a final report which is due September 30, 2017 that will:

- Describe the major outcomes from a series of Structured Decision Making workshops for control of grass carp in Lake Erie.
- Identify grass carp control objectives for Lake Erie
- Describe the set of actions considered for grass carp control in Lake Erie, and the population model of grass carp created to evaluate these actions
- Describe any other techniques used to predict the outcomes of management actions on the set of objectives for grass carp control
- Provide a management guidance document for an adaptive management framework for moving forward with grass carp control in Lake Erie

**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, and Contractor may invoice at the end of each fiscal quarter (December 31, March 31, June 30, and September 30) for 25% of the annual DNR contribution to the study (the contract cost). Contractor's fiscal contribution to this study (20%) is the waiver of normal overhead charges per the Agreement between MSU and DNR, executed in 2013.

## 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 in 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.

### Proposed Budget

Project Title: "Grass Carp structured decision making (SDM) to inform Adaptive Management Framework"

12/01/2016 – 9/30/2017

|   |        |                    |
|---|--------|--------------------|
| <b>Salaries and Wages</b>               |        | <b>\$52,736.00</b> |
| Principal Investigator – Kelly Robinson | 1 Mos  | \$17,111.00        |
| Postdoctoral Research Associate         | 9 Mos  | \$35,625.00        |
| <b>Benefits</b>                         |        | <b>\$9,416.00</b>  |
| Principal Investigator                  | 7.65%  | \$1,309.00         |
| Postdoctoral Research Associate         | 22.76% | \$8,107.00         |
| <b>Operating Costs</b>                  |        | <b>\$3,900.00</b>  |
| Computer                                |        | \$1,500.00         |
| Workshop at Kellogg Center (3)          |        | \$2,400.00         |
| <b>Travel</b>                           |        | <b>\$13,948.00</b> |
| Domestic Travel – Lodging               |        | \$1,123.00         |
| Domestic Travel – Meals                 |        | \$400.00           |
| Domestic Travel – Mileage               |        | \$1,000.00         |
| Hotel rooms for workshop attendees      |        | \$11,425.00        |
| <b>Indirect Costs</b>                   |        |                    |
| WAIVED                                  |        |                    |
| <b>Total Direct</b>                     |        | <b>\$80,000.00</b> |