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. 200000000483
Between
STATE OF MICHIGAN
and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor	Primary Contact	
Michigan State University **Office of Sponsored Programs** **426 Auditorium Rd., Rm 2** **301 Administration Building** **East Lansing, MI 48824-2601**	Diane Cox	
	Email Coxd@osp.msu.edu	
	Telephone (517) 884-4243	Contractor #, Mail Code CV0048200

State Contact	Division	Name	Telephone	Email
Contract Compliance Inspector	Fisheries	Marisa Lay	(517)284-5837	laym@michigan.gov
Contract Administrator	Finance and Operations	Kip Conley	(517)284-5975	Conleyk1@michigan.gov

Contract Summary

Description (Provide a basic but comprehensive description of services)
Implementing and evaluating response actions for red swamp crayfish in Michigan

Initial Term 14 months	**Effective Date** 2/1/2020	**Initial Expiration Date** 3/31/2021	**Available Options** Option to extend 1 year
Payment Terms Net 30	**F.O.B.** N/A	**Shipped** N/A	**Shipped From** N/A
Minimum Delivery Requirements N/A		**Alternate Payment Options** ☐ P-Card ☐ Direct Voucher (DV)	**Available to MIDeal Participants** ☐ Yes ☒ No
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: $110,000.00			

FOR THE CONTRACTOR:

Michigan State University
Firm Name

Authorized Agent Signature

Diane L. Cox, Sponsored Programs Manager
Authorized Agent (Print or Type)

July 11, 2020
Date

FOR THE STATE:

Signature

Laura Gyorkos, Manager
Name/Title

DNR Finance and Operations/Procurement
Division/Section

2/13/2020
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. 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: Implementing and evaluating response actions for red swamp crayfish in Michigan in collaboration with Fisheries Division of the Michigan Department of Natural Resources (DNR). Project completion date is **March 31, 2021.**

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:

Kip Conley, 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:

Lucas Nathan, Ph.D.
Department of Natural Resources
Fisheries Division
P.O. Box 30446
Lansing, MI 48909
Telephone: (517) 284-6235
Email: nathanl@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. Brian Roth
Departments of Fisheries and Wildlife
Michigan State University
480 Wilson Rd Room 332
East Lansing, MI 48824
Telephone: (517) 353-7854
Email: rothbri@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

I-E PROGRAM OF WORK

Statement of Need

The Michigan Department of Natural Resources (MDNR) was notified on July 13, 2017 of the first infestation of invasive red swamp crayfish (*Procambarus clarkii*) in Michigan. The MDNR Fisheries Division responded to this initial report at Sunset Lake in Vicksburg and verified the public report. A separate credible report of a red swamp crayfish infestation in a retention pond in Novi was reported to the MDNR on July 17, 2017. These reports are the first known establishments in Michigan and are significant threats to Michigan's aquatic systems. In response, the MDNR-Fisheries Division partnered with Michigan State University to develop a red swamp crayfish response plan that is currently being implemented. The plan consists of the following five goals.

1. Determine the distributional extent of red swamp crayfish infestations
2. Implement and evaluate an early detection monitoring strategy for red swamp crayfish in high risk areas in Michigan
3. Determine the source and relatedness of red swamp crayfish infestations
4. Collect baseline biological and physical information that will inform a future assessment of impacts in areas of where effective control or eradication is not possible of feasible
5. Evaluate control measures to increase effectiveness of response efforts

Goals one, two, and three were the primary focus during the initial responses to the newly documented infestations. Results from the 2017-2019 field seasons have provided critical information about the current distribution of red swamp crayfish. Currently, 23 infested waterbodies have been documented across Southern Michigan in four "epicenters". Trapping data have been analyzed in an occupancy model framework, which has identified important effects of season and effort on crayfish

detection probability. We have incorporated these findings into our surveillance plan to improve the overall effectiveness of early detection efforts. Risk assessments conducted in collaboration with MSU also provided critical information about potential sources and introduction pathways. Collaborating with MDNR Law Enforcement Division (LED) continues to be an important aspect of our response plan to limit future introductions via the live trade pathway.

The 2019 field season prioritized goals four and five of the response plan, focusing on implementing eradication efforts at known infested locations. These eradications efforts included collaborations between state and federal agencies, universities, local citizen stakeholder groups, and tribal strike teams. Additional early detection efforts also remain an important component of the response plan so that new infestations can be documented as early as possible. As part of the ongoing response plan, intensive trapping effort is being conducted by response teams on a daily basis from May-September. Trapping is used to remove individuals and address critical uncertainties (e.g. capture efficiency and size structure data) that will inform future eradication efforts via an adaptive management framework. Additional work is being completed in collaboration with MSU and USGS to develop and implement chemical, biological, and sound-based control strategies. This project represents the next iteration of the adaptive response plan, where we will implement our eradication strategies in the 2020 field season.

Project Goals and Objectives:

There is an imminent threat of population expansion and spread in locations infested with red swamp crayfish in Michigan and the MDNR and MSU are partnering with the goal of eradication, where feasible, and effective control in other locations to prevent the potential for negative impacts caused by the invasive red swamp crayfish. The goals of this project are consistent with Michigan's Red Swamp Crayfish Response Plan but will primarily be maintaining capacity to address goals that have a direct link to informing and implementing control actions. Specifically, this project will emphasize goal five of the response plan, focusing on implementing and evaluating control measures to increase effectiveness of response efforts. Additionally, we will continue to conduct surveillance and improve early detection strategies to identify new infestations (response goals 1 and 2) as well as collect baseline biological and physical data that will help better understand crayfish populations and their effects on native systems (response goal 4).

Proposed Actions for 2020

The major activities for implementing Michigan's Red Swamp Crayfish Response Plan will consist of the following,

- Use intensive trapping to conduct control efforts and collect information to address critical uncertainties
- Implement and evaluate biocontrol's through predatory fish stocking at infested locations to reduce red swamp crayfish populations.
- Implement and evaluate chemical treatments (e.g., Pyrethrin) at infested locations in Michigan following USGS evaluation in lab and ponds.
- Conduct early detection monitoring using baited trapping to determine geographical extent of the infestation to then inform control actions.
- Determine major life history gaps for red swamp crayfish in northern climates (i.e., Michigan) to help determine vulnerabilities that can be exploited as part of an integrated pest management strategy (IPM).

Project Monitoring and Evaluation

This project will maintain the capacity to implement the red swamp crayfish response plan developed by MDNR and MSU. The outcomes of this project will also inform future invasive crayfish control work that can be used throughout the country. The ideal outcome is eradication at infested locations in Michigan. If eradication efforts are not successful, we expect drastically reduced red swamp crayfish populations that are at densities low enough that negative impacts would be negligible. An additional goal of this project is to increase knowledge of crayfish and control effectiveness that will allow us to develop more effective strategies in future iterations of the adaptive management process.

Metrics for Goals 1 & 2

For these goals, the primary metric is the proportion of sites in the high-risk zone (i.e., 10km from known infestations) that are occupied. In order to estimate this quantity, we will also continue to estimate the effectiveness of trapping in detecting crayfish, if present. We will build upon pre-existing model frameworks to estimate the proportion of sites occupied and detection probability via occupancy modeling. The conceptual basis for this analysis is that repeated sampling (e.g., using multiple traps within a water body) allows one to estimate the probability that a single unit of sampling will detect red swamp crayfish when present. This probability can then be used, along with sampling from a random sample of water bodies to determine which water bodies are occupied, and the aggregate probability of having sites where red swamp crayfish were present, but not detected.

Products of this sampling and analysis will be a map of known red swamp crayfish distribution within the high risk zone, an estimate of the number of sites where red swamp crayfish is likely to be but was not detected, and an estimate of the capacity of sampling methods to detect red swamp crayfish. From this information, we will also be able to provide evidence-based recommendations for an effective sampling plan for red swamp crayfish.

Metrics for Goal 3

There is currently little known about red swamp crayfish life history in Michigan, and northern climates in general. Trapping efforts in 2019 have incorporated novel gear types to increase captures of juvenile and egg-bearing females. Based on the results from the 2019 season, we will continue to address this knowledge gap by evaluating several metrics focused on the reproductive cycle of red swamp to align our study with control goals. We will use trapping data and burrow excavations to evaluate size distributions, breeding seasons, and fecundity of wild red swamp populations. For size distributions, we will measure crayfish associated with trapping. This will highlight the size selectivity of trapping that can be used to develop a more effective trapping strategy. We will also document several metrics related to the timing and regularity of reproductive cycles, which include the prevalence and fecundity of gravid (berried) females and the relative proportions of Form I (reproductively active) versus Form II males. These will highlight when spawning occurs to better focus our removal efforts to achieve desired outcomes. Our focus is to gain life history information to identify potential response strategies that would maximize the susceptibility of the species to control efforts and therefore increase mortality rates.

Metrics for Goal 5

The ultimate metric of goal five is the percent of infestations eradicated. We recognize, however, that this is an ambitious goal and therefore are prioritizing treatment evaluations to determine effectiveness and, if necessary, adapt our response goals. Trapping data will be collected throughout the field season, in addition to pre- and post-chemical and biological treatments, to evaluate effectiveness of control methods. Data from these efforts will be incorporated into an existing hierarchical *N*-mixture-depletion population model to evaluate changes in abundance and capture efficiencies. We will also monitor red

swamp crayfish CPUE in traps to track changes in size-specific relative abundance. These same approaches will be used to evaluate biological control of red swamp crayfish focuses on the effectiveness of fish predators as control agents following the completion of 2019 lab trials.

DNR will provide the following:

- DNR PI as well as other Fisheries Division staff will provide guidance during study design development.
- DNR PI will provide assistance with field sampling efforts for sample collection, as required.
- DNR PI will assist with manuscript/report development (15%).

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 implement and evaluate control activities to aid with red swamp crayfish response actions in Michigan.

MSU PI will provide draft an interim performance reports 7/30/2020 and a final report which is due March 31, 2021 that will contain:

1. Comparison of actual accomplishments (outputs/outcomes) with the anticipated outputs/outcomes.
2. Reasons why anticipated outcomes were exceeded or not met.
3. If applicable, problems encountered during the performance period, which may interfere with meeting program/project objectives.
4. Proposed remedies if problem(s) exist(s) as indicated in item 3.
5. Information on the rate of expenditure versus progress on project.
6. If applicable, information on equipment purchased during the reporting period.
7. Any additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs or unanticipated economics.

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 (March 31, June 30, and September 30, December 31) 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 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: "Implementing and evaluating response actions for red swamp crayfish in Michigan"

	Jan 1, 2020-Sept 30, 2020	**Oct 1, 2020 – Dec 31, 2020**	**Jan 1, 2021-March 31, 2021**	
Staff				**Totals**
MSU Field tech (x1)	$28,800.00	$8,640.00	$0.00	$37,440.00
MSU Summer Undergrads (x3)	$23,040.00	$5,760.00	$0.00	$28,800.00
Fringe				
MSU Field tech (x1)	$15,840.00	$4,752.00	$0.00	$20,592.00
MSU Summer Undergrads (x3)	$1,762.56	$440.64	$0.00	$2,203.20
Supplies				
Field Supplies (traps)	$1,014.80	$0.00	$0.00	$1,000.00
Office and lab supplies	$ 500.00	$500.00	$0.00	$1,000.00
Travel				
Vehicle rental	$6,000.00	$1,200.00	$0.00	$7,200.00
Fuel and maintenance	$2,250.00	$500.00	$0.00	$2,750.00
Travel to meetings, conferences, etc.	$2,000.00	$1,000.00	$0.00	$3,000.00
Room and board for remote crews	$5,000.00	$1,000.00	$0.00	$6,000.00
Total	$86,207.36	$23,792.64	$0.00	**$110,000.00**