



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 6
to
Contract Number 20000001187

CONTRACTOR	Shore Pine Investments, LLC
	3456 Highfield Court
	Bellingham, WA 98226-4171
	John Zollner
	360-510-9087
	Zebadoodle@att.net
	VS0321697

STATE	Program Manager	Joe Mickevich	DNR
		231-389-2551	
	MickevichJ@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Salmon and Salmon Egg Harvest Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 22, 2020	July 21, 2022	EIGHT 1-Year Options to Renew	July 21, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		July 21, 2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,345,573.92		\$265,000.00	\$1,610,573.92	
DESCRIPTION: Effective September 25, 2025 this Contract is increased by \$265,000.00 for FY26 funding. The Revised Contract Value is \$1,610,573.92. All other terms, conditions, specifications and pricing remain the same. Per Contractor and DNR agreement, DTMB Procurement approval, and State Administrative Board approval on September 25, 2025.				



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CONTRACT CHANGE NOTICE

Change Notice Number 5
to
Contract Number 20000001187

CONTRACTOR	Shore Pine Investments, LLC
	3456 Highfield Court
	Bellingham, WA 98226-4171
	John Zollner
	360-510-9087
	Zebadoodle@att.net
	VS0321697

STATE	Program Manager	Joe Mickevich	DNR
		231-389-2551	
	MickevichJ@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Salmon and Salmon Egg Harvest Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 22, 2020	July 21, 2022	EIGHT 1-Year Options to Renew	July 21, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		July 21, 2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,345,573.92		\$0.00	\$1,345,573.92	
DESCRIPTION: Effective July 20, 2025 this Contract is exercising the fourth available option year. The Revised Contract Expiration Date is July 21, 2026. All other terms, conditions, specifications and pricing remain the same. Per Contractor and DNR agreement, and DTMB Procurement approval.				



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

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CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **20000001187**

CONTRACTOR	Shore Pine Investments, LLC
	3456 Highfield Court
	Bellingham, WA 98226-4171
	John Zollner
	360-510-9087
	Zebadoodle@att.net
	VS0321697

STATE	Program Manager	Joe Mickevich	DNR
		231-389-2551	
	MickevichJ@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Salmon and Salmon Egg Harvest Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 22, 2020	July 21, 2022	EIGHT 1-Year Options to Renew	July 21, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		July 21, 2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,119,807.23		\$225,766.69	\$1,345,573.92	
DESCRIPTION: Effective October 1, 2024 this Contract is increased by \$225,766.69 for FY25 funding. The Revised Contract Value is \$1,345,573.92. The Program Manager has been changed to Joe Mickevich. All other terms, conditions, specifications and pricing remain the same. Per Contractor and DNR agreement, and DTMB Procurement approval.				



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

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Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **20000001187**

CONTRACTOR	Shore Pine Investments, LLC
	3456 Highfield Court
	Bellingham, WA 98226-4171
	John Zollner
	360-510-9087
	Zebadoodle@att.net
	VS0321697

STATE	Program Manager	Aaron Switzer	DNR
		231-325-4611 x 1	
		SwitzerA1@michigan.gov	
STATE	Contract Administrator	Lisa Crozier-Green	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Salmon and Salmon Egg Harvest Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 22, 2020	July 21, 2022	EIGHT 1-Year Options to Renew	July 21, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One Year	<input type="checkbox"/>		July 21, 2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$795,000.00		\$324,807.23	\$1,119,807.23	
DESCRIPTION: Effective July 1, 2024 this Contract is amended to change the Contractor due to sale / transfer of business to new owner. The State is exercising the third option year available on this Contract and increasing funds by \$324,807.23 to align with current extended delegated authority. The revised Contract expiration date is July 21, 2025. The revised estimated aggregated contract value is \$1,119,807.23. All other terms, conditions, specifications and pricing remain the same. Per Contractor and DNR agreement, DTMB Procurement approval, and State Administrative Board approval on June 25, 2024.				



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **20000001187**

CONTRACTOR	American Canadian Fisheries, Inc
	6069 Hannegan Road
	Bellingham, WA 98226
	John Zollner
	360-510-9087
	john@amcanfisheries.com
	CV0066185

STATE	Program Manager	Aaron Switzer	DNR
		231-325-4611 x 1	
	SwitzerA1@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Salmon and Salmon Egg Harvest Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 22, 2020	July 21, 2022	EIGHT 1-Year Options to Renew	July 21, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	ONE Year	<input type="checkbox"/>		July 21, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$795,000.00		\$0.00	\$795,000.00	
DESCRIPTION: Effective July 22, 2023 the State is exercising the second option year available on this Contract. The revised Contract expiration date is July 21, 2024. All other terms, conditions, specifications and pricing remain the same. Per Contractor and DNR agreement, and DTMB Procurement approval.				



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **20000001187**

CONTRACTOR	American Canadian Fisheries, Inc
	6069 Hannegan Road
	Bellingham, WA 98226
	John Zollner
	360-510-9087
	john@amcanfisheries.com
	CV0066185

STATE	Program Manager	Aaron Switzer	DNR
		231-325-4611 x 1	
	SwitzerA1@michigan.gov		
	Contract Administrator	Lisa Crozier-Green	DNR
517-388-6626			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Salmon and Salmon Egg Harvest Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 22, 2020	July 21, 2022	EIGHT 1-Year Options to Renew	July 21, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	ONE Year	<input type="checkbox"/>		July 21, 2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$795,000.00		\$0.00	\$795,000.00	
DESCRIPTION: Effective July 22, 2022 the State is exercising the first option year available on this Contract. The revised Contract expiration date is July 21, 2023. The following amendments are incorporated into this Contract per attached Schedule B – Pricing REVISED July 21, 2022. All other terms, conditions, specifications and pricing remain the same. Per Contractor and DNR agreement, and DTMB Procurement approval.				

STATE OF MICHIGAN

Contract Number 200000001187

Department of Natural Resources

Fisheries Division

Salmon and Egg Harvesting Services

SCHEDULE B – PRICING REVISED July 21, 2022

1. The Contractor's price proposal includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is not offering quick payment terms.

CONTRACTOR SHALL PAY THE STATE			
	Harvest Return Past 3 Years	Price per Pound	Total Proposed
CHINOOK AND COHO SALMON	876,691 lbs.	\$0.00	\$0.00
LOOSE EGGS	62,225 lbs.	\$0.50	\$31,112.50
STATE SHALL PAY THE CONTRACTOR			
Contractor's Price per Season to include all Harvest Component and Production Component services per Schedule A – Statement of Work Specifications. No other costs shall be reimbursed.			
	Price per Year	Total for 3 Years	
Contractor's Base Bid for: Little Manistee, Upper Platte and Swan River Weirs	\$200,000.00	\$600,000.00	
Contractor's Bid to Add: Lower Platte Weir	\$ 20,000.00	\$ 60,000.00	
Contractor's Bid to Add: Boardman Weir	\$ 25,000.00	\$ 75,000.00	
Contractor's Bid to Add: Medusa Weir	\$ 20,000.00	\$ 60,000.00	
Total for THREE YEAR Contract includes ALL SIX Locations			\$795,000.00
Annual Total for Service at Little Manistee, Upper Platte and Swan River Weirs			\$200,000.00
Annual Price to Include Lower Platte Weir			\$20,000.00
Annual Price to Include Boardman Weir			\$25,000.00
Annual Price to Include Medusa Weir			\$20,000.00
Total Annual Estimated Billable Amount			\$265,000.00



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **200000001187**

between
THE STATE OF MICHIGAN
and

CONTRACTOR	American Canadian Fisheries, Inc.
	6069 Hannegan Road
	Bellingham, WA 98226
	John Zollner
	360-510-9087
	john@amcanfisheries.com
	CV0066185

STATE	Program Manager	Aaron Switzer	DNR
		231-325-4611 x15	
		SwitzerA1@michigan.gov	
	Contract Administrator	Lisa Crozier-Green	DNR
517-284-5938			
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Salmon and Salmon Egg Harvest Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 22, 2020	July 21, 2022	EIGHT 1-Year Options to Renew	July 21, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<p>The terms and conditions of this Contract are those of RFP 200000001805, this Contract Agreement and the vendor's quote dated June 25, 2020. In the event of any conflicts between the specifications and / or terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. This Contract is pursuant to approval by the State Administrative Board on July 21, 2020.</p>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$795,000.00

STATE OF MICHIGAN

Contract Number 200000001187
Department of Natural Resources
Fisheries Division
Salmon and Egg Harvesting Services

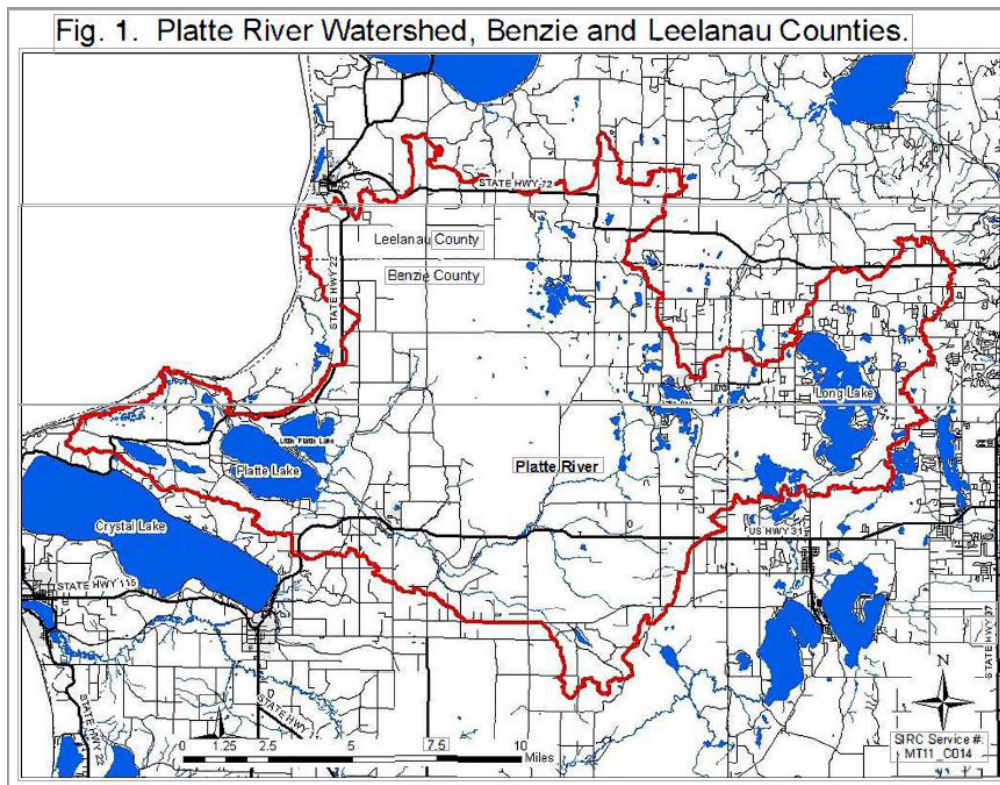
SCHEDULE A - STATEMENT OF WORK

BACKGROUND

Pacific salmon were introduced in Michigan in 1967 and have become an important part of the Great Lakes recreational fishery. Some of the characteristics which make salmon desirable in open water fisheries make them unsatisfactory for small stream fisheries when salmon populations are large. An overabundance of salmon in small stream fisheries can result in habitat loss caused by salmon spawning beds and the resulting increase of anglers in areas where salmon congregate, or increased competition with resident trout and anadromous salmon for habitat and feed sources.

The spawning salmon returning to Michigan weirs each fall can produce up to one million pounds of waste which will decay on site or be sent to landfills. Pursuant to Part 487 of 1994 PA 451, MCL 324.48735, the surplus salmon and salmon eggs are not required for fish culture purposes or to maintain fishery resources of Michigan inland waters. Removal of these fish will protect the State's inland waters from ecological damage and imbalance. Harvesting surplus salmon in specific streams where large numbers of fish are stocked helps maintain and protect the State's inland water resources and provides useful products such as fish fillets, salmon roe, fertilizer and pet feed. The State of Michigan makes no warranty, either express or implied, as to the suitability or marketability of Michigan Coho and Chinook salmon or salmon eggs, or to the fitness of salmon and salmon eggs for any particular purpose, or for human consumption, animal feed, or bait. The Michigan DNR hatcheries produce enough fish to ensure an adequate quantity of adults return to produce eggs for hatchery requirements or to create open-water fisheries in areas of the Great Lakes where large, suitable rivers are lacking.

Under State Circuit Court Order, no processing of surplus salmon may take place within the Platte River Watershed, Fig. 1.



SCOPE

This Contract is for professional services for Salmon and Salmon Egg Harvesting and Processing:

1. **Harvest Component.** The Contractor agrees to provide all labor, supplies and equipment necessary to harvest salmon and surplus salmon eggs, from five (5) salmon harvest and egg-taking weirs located on four (4) streams in Michigan.
2. **Production Component.** The Contractor agrees to provide a central processing facility, all labor, utilities, supplies and equipment necessary to process and market salmon and salmon eggs for human consumption, bait, fertilizer, pet food or other novel products, as a priority over disposing of surplus fish in landfills. Salmon and salmon eggs harvested which are processed for sale must comply with all applicable local, state, and federal laws controlling the sale of fish and fish eggs, must be clearly marked as Michigan salmon and Michigan salmon eggs and may not be adulterated with salmon or salmon eggs harvested outside the State of Michigan. Fish and any parts of fish harvested, including wastewater and offal resulting from processing, shall either be legally sold or legally disposed of by the Contractor.

REQUIREMENTS

1. General Requirements

1.1. Specifications

- 1) The Contractor agrees to provide all necessary labor, personnel, supplies, equipment, tools, materials, supervision, and other items and services necessary and appropriate to provide the required services for both the Harvest Component and the Production Component, including one staff person at the Contractor's Central Processing Facility to assist the DNR in collection of biological data from the salmon run.

A. Harvest Component Specifications:

1. The Contractor understands and agrees to provide work crews, supplies, equipment and utilities for the Harvest Component appropriate for the operations of all functions of each weir as specified.
2. The Contractor agrees to provide work crews, supplies, equipment and utilities for the Harvest Component appropriate for the operation of all functions of each weir as directed by the DNR, pursuant to Schedule B1 – Estimate of Labor, Equipment and Other Direct Costs, and subject to the calendar or schedule provided by the DNR and the Contractor's Work Plan.
3. The annual fall salmon run typically begins in late August. The start date may vary depending on water temperature and weather conditions. There may be several runs and the harvest may be extended through January of the following year.
4. Harvest operations at the weirs will normally occur during daylight hours of Monday through Friday, September 1 through November 15. Harvest operations at other times may be required by the DNR depending on the number of fish, however, will be held to a minimum.
5. The Contractor understands and agrees to operate the salmon harvest weirs under the direction and control of the DNR Program Manager or designee.
6. The Contractor understands and agrees to the anticipated timeframes, potential for multiple runs, normal harvest hours, and other times required by the DNR.
7. **Locations:** The surplus salmon and salmon eggs will be harvested from three (3) to five (5) weirs located on four (4) designated rivers. All harvest sites are in the Lower Peninsula and have improved access roads allowing use of tractor-trailers. The salmon weir sites are located at:
 - Little Manistee River Harvest Weir / Egg-Taking Station (Manistee County)
 - Platte River Fish Hatchery (Upper Platte) (Benzie County)
 - Swan River Harvest Weir / Egg-Taking Station (Presque Isle County)
 - Lower Platte River Harvest Weir (Benzie County)
 - Boardman River Harvest Weir (Grand Traverse County)
 - Medusa Creek Harvest Weir (Charlevoix County)
8. **Contractor Acceptance:** The Contractor agrees to accept all surplus salmon and salmon eggs from each site regardless of species, sex, grade or condition INCLUDING ANY STRIPPED FISH, MORTALITIES, FERTILIZED OR DEAD HATCHERY EGGS, ETC.
9. **Weir Site Contractor Employees / Work Crews.**
 - a. The Contractor's weir employees shall be able to lift 40 pounds of fish, occasionally above head level.
 - b. Weir laborers will assist with pulling seines used to gather fish into areas where individual dip nets can be used to lift the fish from the water, operate mechanical equipment, and sort and ice fish.
 - c. The Contractor agrees to provide work crews with waders and rain gear, employee identification in the form of marked caps, jackets, badges or other suitable identification, and any other necessary safety equipment required to comply with MIOSHA standards.
 - d. **Work Crews.** The Contractor agrees to refer to Schedule B1 – Estimate of Labor, Equipment and Other Direct Costs for the required number of Watchmen required at specified weirs, and hours of coverage. The Contractor's weir work crews may include up to five (5) employees assigned to, and capable of performing the following functions:
 - i. Foreman – must be capable of and licensed to operate a fork lift.

- ii. Laborers. For weir sites without a foreman, one laborer must be capable of and licensed to operate a fork lift:
 - 1 – Laborer*
 - 1 – Egg-Take Laborer
 - 1 – General Laborer
- iii. Watchman (security and weir monitoring) at specified weirs. Some locations may require more than one Watchman and 24-Hour Coverage. Refer to Schedule B1 - Estimate of Labor, Equipment and Other Direct Costs for specified weirs, required number of watchmen and hours of coverage.
- iv. Any Contractor personnel operating a forklift shall be licensed and the Contractor agrees to provide proof of training to the DNR annual per MIOSHA standards (MIOSHA-STD-1119).

Little Manistee River Harvest Weir / Egg-Take Station

Quantity	Function / Job Title	Able to Lift 40lbs. Overhead	Cert. Forklift Operator
1	Foreman	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1	Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	Egg-Take Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	General Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Platte River State Fish Hatchery (Upper Platte)

Quantity	Function / Job Title	Able to Lift 40lbs. Overhead	Cert. Forklift Operator
1	Foreman	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1	Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	Egg-Take Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	General Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Swan River Harvest Weir

Quantity	Function / Job Title	Able to Lift 40lbs. Overhead	Cert. Forklift Operator
0	Foreman	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
1	Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1	Egg-Take Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	General Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	Watchman	Hours:	5 pm – 8 am

Lower Platte Pier Harvest Weir

Quantity	Function / Job Title	Able to Lift 40lbs. Overhead	Cert. Forklift Operator
1	Foreman	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1	Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	Egg-Take Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	General Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Boardman River Harvest Weir

Quantity	Function / Job Title	Able to Lift 40lbs. Overhead	Cert. Forklift Operator
1	Foreman	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1	Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	Egg-Take Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	General Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2	Watchman	Hours:	5 pm – 5 am

Medusa Creek Harvest Weir

Quantity	Function / Job Title	Able to Lift 40lbs. Overhead	Cert. Forklift Operator
	Foreman	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1	Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	Egg-Take Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1	General Laborer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

- e. **Weir Protection:** The Contractor agrees to ensure only the Contractor, Contractor staff, or designated hauler remove the salmon and salmon eggs from the rivers and / or weirs during the harvest component. The Contractor agrees to provide the required number of watchmen (guards) at specified weirs, for the required coverage.

- f. **Transport:** The Contractor agrees to provide trucks, fish totes or boxes, 5-gallon pails and ice at the weir the morning of any scheduled harvest or egg take operation.
 - i. The Contractor intends to transport using a minimum of one (1) leased vehicle and two (2) Contractor employees as drivers.
- g. **Transport Totes and Pails:** The Contractor agrees fish shall not be held or transported off-site in bulk unless provided for under a non-human consumption clause of the Health Code.
 - i. The Contractor agrees to provide plastic 4' x 4' 1,200 lb. capacity totes suitable for the purpose of holding, weighing, and transporting the harvested fish.
 - ii. The Contractor agrees to provide plastic, graduated 5-gallon, 35 lb. capacity pails for holding and transporting loose salmon eggs in compliance with Health Code Standards and Regulations.
 - iii. The State reserves the right to require replacement of any totes the DNR Weir Supervisors deem inadequate for transport without breaking.
 - iv. The Contractor agrees that all Contractor supplied totes and pails shall be of a uniform standard size to allow the quantity and weight of fish in the tote and eggs in pails to be generally estimated when totes and / or pails are full or partially full.
 - v. The Contractor agrees to provide a minimum of TWELVE (12) "stand-by" totes and pails at each designated weir site. DNR Weir Supervisors may request additional totes or pails as needed.
 - vi. The Contractor agrees totes and pails shall be available at weir sites by 9:00 a.m. on the day of harvest.
- h. **Icing:**
 - i. The Contractor agrees to provide approximately 800 lbs. of ice per day at weir sites for all salmon and salmon eggs harvested and to provide ice, refrigerators and / or freezers at the central processing facility. Ice for weir sites shall be stored in a freezer located at the Contractor's central processing facility and transported to weir sites as required.
 - ii. The Contractor agrees icing will not impact the weight of salmon in totes or boxes.
 - iii. The Contractor agrees icing will be performed without creating a delay to the DNR.
 - i. The Contractor agrees to ice any fish (or parts of fish) that remain at weirs more than 24 hours after harvest, and understands any fish or fish parts not transported or iced within 24 hours may be subject to disposal by the DNR with associated costs for disposal charged to the Contractor including, but not limited to personnel time, transportation, and disposal.
- i. **Weight Measuring:**
 - i. The Contractor does not intend to provide scales at weir sites.
 - ii. The Contractor agrees the quantity and weight of surplus salmon harvested shall be estimated by DNR staff after the fish arrive at the Contractor's central processing facility.
 - The estimate shall be based on a sub-sample of the average fish weight in the daily harvest from each weir site. The sub-sample shall be random and based on at least 10% of the number of salmon in the daily harvest at each weir site. Estimates of the total number and weight of salmon, based on the sub-samples, shall be provided to the Contractor by DNR staff.
 - iii. The weight of loose salmon eggs shall be based on the volume of salmon eggs placed in marked, graduated buckets. The volume of loose salmon eggs shall be converted to pounds based on the ratio of eight (8) lbs. per gallon of salmon eggs.
- j. **Equipment.** The Contractor agrees to provide a minimum of one (1) 5,000 lb. capacity forklift (rented) and one (1) 5,000 capacity pallet jack (Contractor owned) and all equipment necessary for its staff to implement this service at all weirs and the central processing facility.
- k. **Daily Harvest Counts:** The Contractor agrees the daily number of totes of surplus salmon and the volume (or weight) of loose salmon eggs harvested at each site, each day, shall be recorded on a pre-numbered Salmon Shipping Report.
 - i. The Contractor does not intend to provide scales at weir sites, therefore the estimated (not actual) weight of salmon shall be recorded on the Salmon Shipping Report.
 - ii. All pre-numbered Salmon Shipping Reports must be signed by a DNR representative.
 - iii. Salmon or salmon eggs may not be shipped or transported without a Salmon Shipping Report signed by a DNR representative.
- l. **Picking Up from Weir Site:** The Contractor agrees fish, fish totes / egg pails shall only be picked up at the weir site by the Contractor, Contractor employees, or the Contractor's designated hauler / sub-contractor.
 - i. The DNR may require trucks used by the Contractor to be marked with the name of the Contractor or designated hauler.
 - ii. Fish, totes, and / or pails may not be picked up at the Weir by individuals other than the Contractor, Contractor's employees or Contractor's designated hauler.
 - iii. Shipments of surplus salmon shall be transported directly to the Contractor's Central Processing Facility.
 - iv. Shipment of surplus salmon from the weir to multiple locations or local fish retail operations without passing through the processing facility will not be permitted unless prior arrangement has been made with the DNR On-Site Coordinator. In the event surplus salmon is shipped without passing

through the processing facility, the Contractor must include the alternate shipping location on the Salmon Shipping Report, and have it signed by a DNR Representative prior to the shipment leaving the Weir.

B. Production Component Specifications:

The Production Component includes providing a Central Processing Facility, fish totes, pails, ice, transport trucks, and processing in a timely manner which will not delay or impede the harvest operation.

1. **Contractor Central Processing Facility:** The Contractor agrees to provide a central processing facility, subject to DNR approval.
 - a. The Contractor understands there is a State Circuit Court Order in effect which prohibits processing of surplus salmon within the Platte River Watershed, Fig. 1.
 - b. The Contractor agrees to operate the Central Processing Facility under the direction and control of the DNR Program Manager or Designee.
 - c. The Contractor agrees the central processing facility shall be located at 11903 Chippewa Highway, Bear Lake, Michigan. The central processing facility shall:
 - Include a 500 square foot (minimum) work area for DNR to sub-sample salmon to estimate the weight of the harvest for billing and auditing purposes, and to collect biological information from the harvested salmon.
 - The DNR work area must be adjacent to the Contractor's processing line,
 - Accessible to fork trucks or pallet jacks,
 - Have hot and cold running water available for DNR staff use.
 - Noise levels which allow normal verbal communication,
 - Functional electric outlets and
 - Adequate work lighting.
 - d. Processing operations at the Central Processing Facility will normally occur during daylight hours of Monday through Friday, September 1 through November 15. Processing operations at other times may be required by the DNR depending on the number of fish, however, will be held to a minimum.
2. **Work Crews:** The Contractor agrees to provide work crews for the Production Component appropriate for the operation of all functions of processing as directed by the DNR, pursuant to the calendar or schedule provided by the DNR and the Contractor's Work Plan.
 - a. The Contractor's processing employees shall be able to lift 40 pounds of fish, occasionally above head level.
 - b. The Contractor agrees to provide one key-staff person at the central processing facility to assist DNR staff with the collection of biological data from the salmon run as needed, and if requested, by the DNR. Duties of the key-staff person will include accurately recording information collected from the fish and may include handling the fish through the data collection procedure. The key-staff person shall be able to lift 40 lbs. overhead and be certified to operate a forklift.

C. Processing and Sale of Salmon and Salmon Eggs:

1. Under State Circuit Court Order, no processing of surplus salmon may take place within the Platte River Watershed, Fig. 1.
2. The Contractor agrees to make salmon available to local Michigan fish markets, Michigan food banks, or other similar types of charitable organizations.
3. The Contractor agrees any salmon and salmon eggs harvested may be sold by the Contractor, provided sales comply with all applicable local, state, and federal laws controlling the sale of fish and fish eggs.
4. The Contractor agrees to comply with all laws and regulations which govern food processing facilities, aspects of food safety and processing and, food product packaging and labeling: Michigan Food Law of 2000 as amended: Code of Federal Regulations (CFR), Part 110, Good Manufacturing Practices, and others that may apply.
5. The Contractor agrees to clearly label all salmon and salmon eggs harvested as Michigan salmon and Michigan salmon eggs. Salmon and eggs harvested shall not be adulterated or combined with salmon or salmon eggs harvested outside the State of Michigan.
6. If the Contractor chooses to market the salmon, eggs, or any other portion of the fish for any purpose that would depend upon the presence of, or levels of, contaminants, the Contractor agrees to abide by testing procedures required by any regulatory agency having jurisdiction. Any tests required shall be at the Contractor's expense prior to marketing.
 - a. If test results are to be used as evidence by the Contractor, samples must be tested at a Michigan Department of Agriculture and Rural Development (MDARD) approved laboratory, with the approved laboratory remitting copies of all test results to MDARD.
 - b. If eggs or fish flesh to be marketed for other than human consumption exceed guidelines, policies or statutes set by the Michigan Department of Agriculture or the U.S. Food and Drug Administration, those products must be dyed prior to sale with a color approved by the Michigan Department of Agriculture.

7. The Contractor shall leave salmon "in the round" and pack in ice for distribution to food banks and the Contractor's list of retailers. The Contractor will not cut the fish, prepare or portion for resale any fish sold locally. Any fish not sold locally will be cut to remove any eggs (roe) then frozen and shipped to the Contractor's business location in Bellingham, WA to grind for pet food.

D. Waste Disposal

1. The Contractor agrees to remain responsible for proper disposal of all waste from harvesting and processing salmon and / or salmon eggs, including approval from the State of Michigan to dispose of any fish waste.
2. The Surface Water Quality Division of the Michigan Department of Environment, Great Lakes and Energy (EGLE) has determined that wash and wastewater from fish processing facilities are classified as industrial waste and must be disposed of by wastewater treatment plants or by other methods approved by the State and local governments (i.e. local public health departments). Since regulations vary by location, it shall be the sole responsibility of the Contractor to arrange disposal of wastewater in full compliance with all legal and regulatory requirements.
3. The Contractor agrees to dispose of waste from harvesting or processing salmon or salmon eggs at the Manistee Landfill and pursuant to the applicable laws of the State. The Contractor agrees to provide the landfill license number(s) to the DNR on an annual basis.
4. Any portion of fish that cannot be sold due to contaminant level shall be considered waste and subject to proper disposal.
5. Specific guidelines for disposing of carcasses, offal, waste eggs, etc., are outlined in the Fish Waste Exemption document issued on September 30, 2011, by the DEQ's Solid Waste Section Manager, Rhonda Oyer. Copies may be obtained from the following website location:
https://www.michigan.gov/documents/deq/deq-whmd-swp-Exemption-FishWaste_247536_7.pdf
6. During implementation of this project, any questions pertaining to this exemption must be directed to Duane Roskoskey, Environmental Engineer Specialist, Materials Management Division, Department of Environment, Great Lakes, and Energy, 525 West Allegan, Lansing, Michigan 48909, (517) 582-3445, with a copy to the respective State Weir On-Site Coordinator for this project.
7. Surface Water Quality Division of the Michigan Department of Environment, Great Lakes and Energy (EGLE) has determined that wash and wastewater from fish processing facilities are classified as industrial waste and must, therefore, be disposed of by wastewater treatment plants or by other methods approved by the State and local governments (i.e. local public health departments). Since regulations vary by location, it shall be the sole responsibility of the Contractor to arrange disposal of such wastewater in full compliance with legal and regulatory requirements. The State shall not be liable for waste disposal, or for the expense of waste disposal.

1.2. Warranties – RESERVED

1.3. Recall Requirements and Procedures - RESERVED

1.4. Quality Assurance Program – RESERVED

1.5. Incentives

The Contractor is not offering any special incentives or services including, but not limited to, quick payment terms, policies, quantity discounts, etc.

2. Service Levels

2.1. Time Frames

- A. The Contractor agrees all Contract Activities shall be performed within the calendar timeframe provided by the DNR each Harvest Season which is typically late August through early December but may extend into January the following year on occasion.
- B. The Contractor will receive a Delivery Order each year, in anticipation of the Harvest Season each year. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.
- C. Unless otherwise authorized by the DNR Program Manager, the Contractor agrees their response to DNR directive (by telephone notification to the Contractor's office) for crew mobilization shall be within 24 hours.

2.2. Delivery - RESERVED

2.3. Installation - RESERVED

2.4. Technical Support and Repairs - RESERVED

2.5. Maintenance - RESERVED

2.6. Training - RESERVED

2.7. Reporting

- A. The Contractor agrees to submit the following reports to the Program Manager as indicated:
 1. **Annual Work Plan** prior to weir operations each Fall. Shall include, but is not limited to:

- a. The Contractor's organization information and required disclosures, certifications and representations,
- b. The Contractor's Market Plan providing detail on how the Contractor will create and implement additional opportunities to market and sell Michigan salmon and salmon eggs harvested from the project,
- c. Calendar providing proposed activities for all locations include harvest, production, testing, water treatment, meetings with DNR staff, etc.
- d. Location Operation Plan for each location including:
 - i. Operational Plan detailing overall service implementation, wastewater treatment, and issues specific to the location.
 - ii. Staffing Plan with personnel names, background checks and disclosures, roles / positions, projected hours of work for each position and a calendar or schedule.
 - iii. Supplies and equipment provided to staff and supplies provided for use during the project period.
 - iv. Equipment used to carry out the project.
- e. Annual Project Summary including an analysis of operations, issues, risks and recommended changes.

2. Daily Salmon Shipping Report

3. Bi-Weekly Phone Updates

- a. To Project Manager during the fall salmon harvest. Updates to include a brief summary of progress, work accomplished during the prior period, work to be accomplished during the upcoming period, problems (real or anticipated), any significant deviation from previously agreed upon work plans or calendars requiring the attention of the Program Manager.

4. Verification of Certified Forklift Operators

5. Annual Salmon Retailers List

6. Final Distribution Report

- a. At the time of the final invoice (January 31), the Contractor agrees to provide the DNR Project Manager with a report specifying the major categories for distribution from the products of the harvest.
- b. At a minimum the report shall include the percent of salmon or eggs distributed for food consumption, to the food bank, or similar charitable program(s), for pet food, bait, fertilizer, and the amount sent to a licensed landfill.
- c. The report shall detail the total number of pounds of fish and the total number of pounds of eggs harvested at all weirs combined. These numbers will be used to construct the final billing invoice for the season.

B. The Contractor shall maintain a record system that documents the service and item(s), as defined in the Contract, delivered during the term of this Contract. These records shall document the specific units/items billed to the State under the Contract.

C. The Contractor must explain its reporting capabilities and any reporting that is included in its proposal.

2.8. Meetings

- A. The Contractor agrees to attend any meetings required by the DNR.
- B. The State may request meetings as it deems appropriate.
 - a. In late July or early August each Contract year, the Contractor and key weir staff shall meet with respective DNR staff to review the Contractor's Annual Work Plan, to report and review any operational issues from the prior year, and detail any potential issues, risks or changes in operations or personnel for the coming year.
 - b. Prior to service delivery, the Contractor will provide a work plan, calendar and staffing table for final review and approval by DNR Program Manager.

2.9 Issue Management

- A. The Contractor agrees to monitor Contractor work crews to ensure issues and conflicts are resolved immediately, including employee termination when warranted.

3. Staffing

3.1. Contractor Representative

- A. The Contractor agrees to appoint ONE (1) individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities and answer questions related to ordering and delivery, harvest operations, processing, etc. (the "Contractor Representative").
- B. The Contractor must notify the Contract Administrator at least TEN (10) calendar days before removing or assigning a new Contractor Representative.

Contractor Representative: Alan Mitchell, General Manager
 Email: Alan@amcanfisheries.com
 Telephone: 360-510-9087
 Days / Times Available: Monday – Friday 8:00 a.m. – 5:00 p.m. PST

3.2. Key Personnel

The Contractor agrees to identify Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

- A. The Contractor must appoint ONE (1) individual who will be directly responsible for the day to day operations of the Contract ("Key Personnel").
- B. The individual appointed may be the same individual as the Contractor Representative.
- C. Key Personnel must be specifically assigned to this account, be knowledgeable on the contractual requirements, and respond to State inquires within FOUR (4) business hours.
- D. Contractor's Key Personnel must be on-site at the Harvest Weirs or Central Processing Facility during the Harvest Season.
- E. The Contractor may not remove or assign Key Personnel without the prior consent of the State.
 - 1. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency, resignation, or termination for cause.
 - 2. The State may request a résumé and conduct an interview before approving a change.
 - 3. The State may require a 30-calendar day training period for replacement personnel.
- F. The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

Key Personnel: John Zollner Physical Location: Email: John@amcanfisheries.com Telephone: 360-510-9087 Days / Times Available: Functions Performed:

3.3. Disclosure of Subcontractors

- A. The Contractor does not intend to utilize subcontractors. If the Contractor requires the use of a subcontractor for any portion of the Contract Activities, the Contractor agrees to provide the information required. Subcontractors may include, but are not limited to, work crews, equipment providers / rental companies, transport services, vehicle rentals, or other suppliers.
- B. If the Contractor intends to utilize subcontractors for any portion of the Contract Activities, the Contractor must disclose the following:
 - 1. The legal business name, address and telephone number,
 - 2. a description of subcontractor's organization and the services it will provide; and
 - 3. information concerning subcontractor's ability to provide the Contract Activities.
 - 4. The relationship of the subcontractor to the Contractor. Whether the Contractor has a previous working experience with the subcontractor, and details of that previous relationship.
 - 5. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Subcontractor: Address: Telephone Number: Email Address: Description of subcontractor organization: Services provided: Relationship to Contractor: Description of Contract Activities to be performed:

3.4. Security

- A. The Contractor agrees to provide work crews with identification badges and / or gear with American Canadian logo to ensure Contractor employees are identifiable at weir sites and at the Contractor's central processing facility.
- B. The State may require the Contractor's personnel to wear State issued identification badges.

4. Pricing

4.1. Price Term

Pricing is firm for the entire length of the Contract.

4.2. Price Changes

- A. Any adjustments will be based on changes in actual Contractor costs. Any request for adjustment must be supported by written evidence documenting the change in costs.
- B. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- C. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- D. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a properly executed Delivery Order.

5.2 Order Verification

The Contractor must have internal controls, approved by DNR Procurement Services, to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Delivery - RESERVED

7. Acceptance

7.1. Acceptance, Inspection and Testing

- A. Acceptance is pursuant to Section 14, Acceptance, of the Standard Contract Terms.
- B. Acceptance will occur when the Salmon Shipping Report has been completed by the Contractor and signed by the DNR Program Manager or designee.

7.2 Final Acceptance

- A. Final Acceptance is pursuant to Section 14, Acceptance, of the Standard Contract Terms.
- B. Final Acceptance is issued by the State when the Contractor's invoice(s) for service delivery is approved for payment.
- C. Upon successful completion of the harvest season, the Contractor will provide the DNR Program Manager with a Final Distribution Report and final invoice.

8. Invoice and Payment

8.1. Invoice Requirements

- A. Invoices are pursuant to Section 15 of the Standard Contract Terms.
- B. The DNR will process invoices based upon satisfactory performance and submission of required documentation and reports.
- C. Payments will be made in accordance with P.A. 279 of 1984.
- D. Contractor shall maintain a record system that documents the service and item(s), as defined in the Contract, delivered during the term of the Contract. These records shall document the specific units / items billed to the State under the Contract.
- E. All invoices shall accurately represent the service and item delivered, the rate by type of service/item, and the total amount being claimed, and must be submitted to the State within thirty (30) days from the end of the billing period.
- F. For the month of September each year of the Contract, any billings or invoices shall be submitted as reasonably directed by the Program Manager or designee to meet fiscal year-end closing deadlines. The State's fiscal year ends on September 30.
- G. The first invoice of the year will be submitted on the 3rd Monday in August. It will not exceed 25% of the harvest project. The invoice must include documentation of all preparations required for the season's harvest and indicate that all weirs stand ready for operations.
- H. The second invoice will be submitted the 3rd Monday in September. It will not exceed 25% of the harvest project.
- I. The third invoice will be submitted on the 3rd Monday in October. It will not exceed 25% of the harvest project.
- J. The fourth and final invoice for the harvest season will be paid following final approval and acceptance by DNR that all Contractor obligations have been met. The fourth invoice will be the final amount owing to the Contractor, less deductions for telephone and utility charges for the Contract period and the per pound fee for the salmon and eggs harvested through the contract period.

- K. All invoices submitted to the State must include:
- 1) date
 - 2) delivery order number / document ID
 - 3) quantity
 - 4) description of the Contract Activities
 - 5) unit price
 - 6) shipping cost (if any) and
 - 7) total price.

8.2. Payment Methods

- A. The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) only.
- B. The Contractor must be registered and active in SIGMA VSS and must be EFT compliant.

9. Contractor's Project Plan

- A. The Contractor will carry out this project under the direction and control of the Program Manager.
- B. Within 30 calendar days of the Effective Date, the Contractor will submit a project plan to the Program Manager for final approval. The plan must include:
 1. The Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and
 2. The Contractor's project breakdown showing estimated timeframes, sub-projects, tasks, and resources required.

10. Licensing Agreement

The Contractor must provide a copy of any applicable licensing agreement.

11. Liquidated Damages

- A. Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State.
- B. If there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$1,000 and an additional \$500 per day for each day Contractor fails to remedy the late or improper completion of the Work.
- C. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. The State reserves the right to assess liquidated damages against Contractor as specified below.
 1. The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.
 2. The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

12. Additional Requirements

12.1. Environmental and Energy Efficient Products

The Contractor agrees to identify any energy efficient, bio-based, or otherwise environmentally friendly products or processes used. The Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label or process.

12.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor agrees to provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

12.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor agrees to explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the specified product is essential. All products containing mercury must be labeled as containing mercury.

STATE OF MICHIGAN

Contract Number 200000001187
 Department of Natural Resources
 Fisheries Division
 Salmon and Egg Harvesting Services

SCHEDULE B – PRICING

1. The Contractor’s price proposal includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is not offering quick payment terms.
3. The Contractor certifies that prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

CONTRACTOR SHALL PAY THE STATE			
	Harvest Return Past 3 Years	Price per Pound	Total Proposed
CHINOOK AND COHO SALMON	876,691 lbs.	\$0.00	\$0.00
LOOSE EGGS	62,225 lbs.	\$0.50	\$31,112.50
STATE SHALL PAY THE CONTRACTOR			
Contractor’s Price per Season to include all Harvest Component and Production Component services per Schedule A – Statement of Work Specifications. No other costs shall be reimbursed.			
	Price per Year	Total for 3 Years	
Contractor’s Base Bid for: Little Manistee, Upper Platte and Swan River Weirs	\$200,000.00	\$600,000.00	
Contractor’s Bid to Add: Lower Platte Weir	\$ 20,000.00	\$ 60,000.00	
Contractor’s Bid to Add: Boardman Weir	\$ 25,000.00	\$ 75,000.00	
Contractor’s Bid to Add: Medusa Weir*	\$ 20,000.00	\$ 60,000.00	
Total for THREE YEAR Contract includes ALL SIX Locations			\$795,000.00
Annual Total for Service at Little Manistee, Upper Platte and Swan River Weirs			\$200,000.00
Annual Price to Include Lower Platte Weir			\$20,000.00
Annual Price to Include Boardman Weir			\$25,000.00
Total Annual Estimated Billable Amount			\$245,000.00

***Effective in 2020, prior to Contract execution, DNR Fisheries Division discontinued all harvest and production operations at Medusa Weir.**

STATE OF MICHIGAN

Contract Number 200000001187
 Department of Natural Resources
 Fisheries Division
 Salmon and Egg Harvesting Services

EXHIBIT A DNR ESTIMATE OF LABOR, EQUIPMENT AND OTHER DIRECT COSTS

LITTLE MANISTEE RIVER HARVEST WEIR / EGG-TAKING STATION

FOREMAN	
Number Required	ONE, certified to operate forklift
Estimated Starting Date	August 15
Estimated Ending Date	November 15
SALMON HARVEST / EGG-TAKE LABORERS	
Number Required	THREE minimum, ONE certified to operate forklift
Approximate Hours Required	384 hours
Estimated Days Needed	12 Days
WATCHMEN	No watchmen required

PLATTE RIVER STATE FISH HATCHERY (UPPER PLATTE)

FOREMAN	
Number Required	ONE, certified to operate forklift (May also be used as Foreman at Lower Platte River)
Estimated Starting Date	August 15
Estimated Ending Date	November 15
SALMON HARVEST LABORERS	
Number Required	THREE minimum, ONE certified to operate forklift
Approximate Hours Required	250 hours
Estimated Days Needed	10 Days
WATCHMEN	No watchmen required

SWAN RIVER HARVEST WEIR / EGG-TAKING STATION

FOREMAN	No foreman required
SALMON HARVEST / EGG-TAKE LABORERS	
Number Required	THREE minimum, ONE certified to operate forklift
Approximate Hours Required	240 hours
Estimated Days Needed	10 Days
WATCHMAN	
Approximate Hours Required	200 hours
Estimated Starting Date	September 15
Estimated Ending Date	October 31
Estimated Days Required	20 days
Coverage – 15 Hours (every night pumps are running)	ONE present from 5 p.m. – 8 a.m.

CONTRACTOR'S CENTRAL FISH PROCESSING FACILITY

In addition to workers required for the Contractor's Central Fish Processing Facility, the Contractor must also employ:

PROCESSING ASSISTANT FOR DNR	
Number Required	ONE minimum
Approximate Hours Required	80 hours
Estimated Starting Date	September 1
Estimated Ending Date	October 31
Estimated Days Needed	20 Days

INCLUDED AS ALTERNATE BIDS

LOWER PLATTE RIVER HARVEST WEIR

FOREMAN	
Number Required	ONE, certified to operate forklift
Estimated Starting Date	August 15
Estimated Ending Date	November 15
SALMON HARVEST LABORERS	
Number Required	THREE minimum, ONE certified to operate forklift
Approximate Hours Required	400 hours
Estimated Days Needed	10 Days
WATCHMEN	No watchmen required

BOARDMAN RIVER HARVEST WEIR

FOREMAN	
Number Required	ONE, certified to operate forklift
Estimated Starting Date	September 1
Estimated Ending Date	October 31
SALMON HARVEST LABORERS	
Number Required	THREE minimum, ONE certified to operate forklift
Approximate Hours Required	300 hours
Estimated Days Needed	6 Days
WATCHMEN	
Approximate Hours Required	1,800 hours
Estimated Starting Date	September 1
Estimated Ending Date	October 1
Estimated Days Required	45 days
Coverage – 24 Hours	ONE present from 8 a.m. – 5 p.m. ONE present from 5 p.m. – 8 a.m.

MEDUSA CREEK HARVEST WEIR

FOREMAN	No foreman required
SALMON HARVEST LABORERS	
Number Required	THREE minimum, ONE certified to operate forklift
Approximate Hours Required	200 hours
Estimated Days Needed	6 Days
Number Required	
WATCHMEN	No watchmen required

EQUIPMENT

The Contractor must supply the minimum designated equipment at each weir site:

Weir Sites	Fork Lift Truck	Pallet Jack	Blocking Net	Portable Toilet
Little Manistee River Harvest Weir / Egg-Taking Station	Yes	Yes		
Platte River Fish Hatchery (Upper Platte)	Yes	Yes		
Swan River Harvest Weir / Egg-Taking Station	Yes	Yes		Yes
Lower Platte River Harvest Weir	Yes	Yes		
Boardman River Harvest Weir	Yes	Yes		
Medusa Creek Harvest Weir	Yes	Yes	Yes	Yes

ESTIMATE OF TELEPHONE AND UTILITY COSTS

The contractor will be responsible for 100% of all utility costs and 50% of landline telephone costs at each weir site. **The quotes below are estimates based on recent history and are provided for informational purposes only. Estimates are not a guarantee of the actual telephone and utility costs that may be incurred during the Salmon and Salmon Egg Harvest at each location.**

Salmon Weir Sites	Telephone	Electricity	Propane	CO2 & Propane	Natural Gas	Diesel Fuel
Little Manistee River Harvest Weir/Egg Taking Station	\$100	\$3,600	\$500	\$200		
Platte River Fish Hatchery (Upper Platte)						
Swan River Harvest Weir/Egg Taking Station		\$1,500				
Lower Platte River Harvest Weir	\$10	\$200				
Boardman River Harvest Weir	\$60	\$4,000				
Medusa Creek Harvest Weir	\$13	\$200				



EXHIBIT B
 MICHIGAN DEPARTMENT OF NATURAL RESOURCES
 FISHERIES DIVISION

SALMON SHIPPING REPORT

Required under authority of Part 487, Section 48735, of 1994 PA 451, MCL 324.48735. Failure to comply with any provisions of this Act is a misdemeanor subject to a fine and/or imprisonment and may result in revocation of permit and cancellation of contract.

REPORT NO.	WEIR	DATE
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Category	CHINOOK			COHO (or other as indicated)		
	Number of Boxes (Totes)	Number of Fish	Total Weight f Fish	Number of Boxes (Totes)	Number of Fish	Total Weight f Fish
Female, Round						
Male, Round						
Jacks						
Female, Stripped						
SUB-TOTAL						
Mortalities						
TOTAL						

Loose Eggs Shipped: Number of Buckets _____ Number of Pounds _____
--

Received: _____ Contractor's Printed Name	Shipped: _____ DNR Representative 's Printed name
_____ Contractor's Signature	_____ DNR Representative 's Signature

Distribution: **ORIGINAL** – DNR Weir Management Unit
 Copy - Receiver

**EXHIBIT C
CERTIFIED FORKLIFT OPERATORS**

CONTRACTOR NAME: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

PHONE / CELL: _____

CERTIFIED FORKLIFT OPERATORS:

PLATTE:

1. _____

2. _____

MADUSA:

1. _____

2. _____

SWAN:

1. _____

2. _____

LITTLE MANISTEE:

1. _____

2. _____

BOARDMAN:

1. _____

2. _____

TRUCK DRIVER:

1. _____

MANAGER:

1. _____

EXHIBIT D
List of Salmon Retailers
HARVEST YEAR: _____

RETAILER	PRODUCT	INTENDED USE
RETAILER: ADDRESS: CONTACT: EMAIL: PHONE:	<input type="checkbox"/> SALMON <input type="checkbox"/> SALMON EGGS	
RETAILER: ADDRESS: CONTACT: EMAIL: PHONE:	<input type="checkbox"/> SALMON <input type="checkbox"/> SALMON EGGS	
RETAILER: ADDRESS: CONTACT: EMAIL: PHONE:	<input type="checkbox"/> SALMON <input type="checkbox"/> SALMON EGGS	
RETAILER: ADDRESS: CONTACT: EMAIL: PHONE:	<input type="checkbox"/> SALMON <input type="checkbox"/> SALMON EGGS	
RETAILER: ADDRESS: CONTACT: EMAIL: PHONE:	<input type="checkbox"/> SALMON <input type="checkbox"/> SALMON EGGS	
RETAILER: ADDRESS: CONTACT: EMAIL: PHONE:	<input type="checkbox"/> SALMON <input type="checkbox"/> SALMON EGGS	
RETAILER: ADDRESS: CONTACT: EMAIL: PHONE:	<input type="checkbox"/> SALMON <input type="checkbox"/> SALMON EGGS	



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and American Canadian Fisheries, Inc. (“Contractor”), a Washington State Corporation. This Contract is effective on July 22, 2020 (“Effective Date”), and unless terminated, expires on July 21, 2022.

This Contract may be renewed for up to EIGHT additional 1-Year Option to Renew. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “Contract Activities”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity. The Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever contacting the State.

- 2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State: Lisa Crozier-Green Department of Natural Resources 525 West Allegan, Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	If to Contractor: John Zollner 6069 Hannegan Road Bellingham, WA 98226 John@amcanfisheries.com 360-510-9087
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- 3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “Contract Administrator”):

If to State: Lisa Crozier-Green Department of Natural Resources 525 West Allegan, Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	If to Contractor: John Zollner 6069 Hannegan Road Bellingham, WA 98226 John@amcanfisheries.com 360-510-9087
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State: Aaron Switzer, Area Hatchery Manager Department of Natural Resources Platte River State Fish Hatchery 15210 US-31 Beulah, MI 49617 SwitzerA1@michigan.gov 231-325-4611 x15	Contractor: John Zollner 6069 Hannegan Road Bellingham, WA 98226 John@amcanfisheries.com 360-510-9087
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5. **Performance Guarantee.** During the Base Term and any Option Years included in any resulting Contract, the Contractor will, in the opinion of the State, have adequate resources to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) to ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Environmental and Pollution Liability (Errors and Omissions)	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Contractor must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add “the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents” as additional insured.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
8. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
9. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
10. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
11. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
12. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all obligations under this Contract.

- 13. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 14. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 15. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 16. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 17. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 18. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

19. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
20. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
21. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

22. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
23. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT,**

TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

- 24. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 25. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 26. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
 - c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
 - d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
 - e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the

Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

- 27. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 28. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 29. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 30. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 31. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 32. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 33. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 34. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-

of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

35. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
36. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
37. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
38. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
39. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
40. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing
41. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
42. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
43. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
44. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
45. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts. If this contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics.
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the work site.
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. **Copeland "Anti-Kickback" Act.** If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act.** If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. **Rights to Inventions Made Under a Contract or Agreement.** If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act.** If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. **Debarment and Suspension.** A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. **Byrd Anti-Lobbying Amendment.** If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).
9. **Procurement of Recovered Materials.** Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal, hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

Dianna Gay

Dianna Gay, CFO
American Canadian Fisheries, Inc.
June 20, 2020