



STATE OF MICHIGAN PROCUREMENT
 Department of Natural Resources
 Debbie Stabenow Building
 Lansing MI 48906

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **260000000105**
 between
 THE STATE OF MICHIGAN
 and

Purdue University
2550 Northwestern Ave. Suite 1120
West Lafayette IN 47906-1332
Jason Spall
765-494-1058
spsacctmgmt@purdue.edu
CV0016848

Program Manager	Kim Marton	DNR
	517-388-6763	
martonk@michigan.gov		
Contract Administrator	David Fielder	DNR
	989-590-8956	
	fielderd@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Post Restoration Assessment Channel Island Reef Construction Saginaw-Lake Huron

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 2, 2025	September 1, 2028	1-1 option year	September 1 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
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			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number RFP 250000002904. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$234,182.00

CONTRACT NO. Enter contract number

FOR THE CONTRACTOR:

Purdue University
Company Name

Authorized Agent Signature

Kyle Wargo

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Samantha Fusco – Buyer Manager

Name & Title

Department of Natural Resources

Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and The Trustees of Purdue University ("**Contractor**"), a Michigan public university. This Contract is effective on December 2, 2025 ("**Effective Date**"), and unless terminated, expires on September 1, 2028.

This Contract may be renewed for up to two additional one-year periods. 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.

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, except for normal wear and tear, as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State, except Contractor may release this information as required by institutional policy; (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 applicable State physical and IT security policies and standards when using State Facilities, accessing, possessing or controlling State Data or accessing State IT systems, which will be made available upon request. Any breach under this paragraph is considered a material breach.

The 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.

<p>If to State:</p> <p>Kim Marton 525 West Allegan Lansing MI, 48909 martonk@michigan.gov 517-388-6763</p>	<p>If to Contractor</p> <p>Purdue University Sponsored Program Services, Contracting 2550 Northwestern Avenue Suite 1120 West Lafayette, IN 47906-1332 spscontr@purdue.edu</p>
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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**"):

<p>State:</p>	<p>Contractor:</p>
<p>Kim Marton 525 West Allegan Lansing MI, 48909 martonk@michigan.gov 517-388-6763</p>	<p>Purdue University Sponsored Program Services, Contracting 2550 Northwestern Avenue Suite 1120 West Lafayette, IN 47906-1332 spscontr@purdue.edu</p>

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:	Contractor:
David Fielder Alpena Great Lakes Fishery Research Station Alpena MI, 49707 Fielderd@michigan.gov 517-388-6763	Tomas Höök Professor and Department Head Purdue University, Dept. Forestry and Natural Purdue Agriculture, 615 Mitch Daniels Blvd., West Lafayette, IN 47907-2053 USA, 765-494-3590 thook@purdue.edu

5. **Performance Guarantee.** The Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.
6. **Insurance Requirements.** The Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (b) except for self-insured plans, be provided by a company with an A.M. Best rating of "A-" or better and financial size of VII or better. The Contractor may self-insure with respect to the insurance types and coverage limits set forth in this section.

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	
Automobile Liability Insurance	
If one or more motor vehicles are used to perform the Contract Activities, the Contractor must have vehicle liability insurance on all motor vehicles for bodily	Contractor must have their policy include Hired and Non-Owned Automobile coverage.

injury and property damage coverage as required by law.	
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor's policy must include coverage for information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

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 twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. This waiver applies only to damages arising from Contractors own negligence. 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. Intellectual Property Rights and Licenses.** For research related Contract Activities, State acknowledges that Contractor will be the sole and exclusive owner to all rights, title, and interest in Contractor Data, and research related Contract Activities, excluding State Data. "Contractor Data" shall be defined as data collected from sources other than the State or data generated as the result of the research related Contract Activities. Contractor grants the State a royalty-free, perpetual, non-exclusive, irrevocable, and unlimited license to use, publish, or otherwise distribute all such research related Contract Activities, Contractor Data, materials, or ideas created and developed by Contractor under this Contract for non-commercial purposes, throughout the world. Ownership of anything created by Contractor shall be subject to 37 CFR Part 401. For Contract Activities that are Works Made for Hire as defined in Section 101 of the Copyright Act of 1976, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all rights, title, and interest in the Contract Activities and all associated intellectual property rights.
- 9. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. The 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.
- 10. Staffing.** The State's Contract Administrator may request, in good faith, Contractor to remove or reassign personnel by providing a notice to Contractor.
- 11. 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, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment under this Contract. 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. Any background checks required by the State will be specified in the Statement of Work.

12. **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.
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 that occurred from Contractor negligence and/or did not meet criteria in Attachment A, 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 acceptable Contract Activities to the State. "Acceptable" and "Acceptance" shall mean that the work has been performed in accordance with the terms of the Contract. 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.

15. **Terms of Payment.** Invoices must conform to the requirements as outlined in the terms of the Contract. 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. RESERVED.

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 willful or wanton misconduct that may materially 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 written 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 25, 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, as determined by a court of law, including administrative costs, attorneys' fees, court costs, and transition costs.

Termination for Appropriation or Budgetary Reasons. The State may immediately terminate this Contract, in whole or in part without penalty for, non-or negative 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 26, Transition Responsibilities. If the State terminates this Contract for budgetary reasons, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

19. **Termination for Convenience.** The State may terminate this Contract with 30 days written notice to the Contractor, in whole or in part without penalty and for any reason. 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 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, including non-cancellable obligations, as determined by the State, for State approved Transition Responsibilities.
20. **Termination for Impossibility.** If, for any reason, the Principal Investigator (identified in the Statement of Work) is unable or unwilling to continue to serve, Contractor will first attempt to find a successor acceptable to the State, whose approval shall not be unreasonably withheld. If, however, after diligent efforts and a reasonable time, Contractor is unable to find an acceptable successor, Contractor may terminate this Contract with 30 days written notice to the State.
21. **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 90 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. 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, copies of 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.
22. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL EITHER PARTIES AGGREGATE LIABILITY TO THE OTHER PARTY 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. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, REGARDLESS OF THE NATURE OF THE ACTION.**
23. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 30 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, and only as it relates to the Contract or Contractor's ability to perform under 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.

24. **State Data.** All data and information provided to Contractor by or on behalf of the State is the exclusive property of the State ("**State Data**"). 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.
25. **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", at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" was subsequently summarized in writing by the disclosing party and marked "confidential"; 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; (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, though, or on behalf of, the receiving party); or, (f) as required by law. 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 reasonable 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 five (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, each party's legal ability to destroy the other party's data may be restricted by its retention and disposal schedule, in which case the other party's Confidential Information will be destroyed after the retention period expires.
26. **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 three (3) 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 and cannot be supported by the Contractor, 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.

27. **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 knowingly 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 in accordance with the terms of 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.

28. **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.
29. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
30. **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.
31. **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.
32. **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. Furthermore, nothing in this Agreement shall be construed as a waiver of any legal immunities or tort defenses available to such Party under the laws of the state in which it is legally organized or domiciled or be construed to override the specific obligations of public disclosure required by such Party's state law, except to the extent preempted by applicable federal law.

- 33. **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.
- 34. **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.
- 35. **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 either party's right to terminate the Contract for cause.

- 36. **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.
- 37. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 38. **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 Matrix

Schedule C**Federal Provisions Addendum**

- 39. 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.
- 40. 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.
- 41. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 42. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, and confidentiality, will survive the expiration or termination of this Contract.
- 43. 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.

CONFIDENTIAL TREATMENT FORM

INSTRUCTIONS. A signed and dated Confidential Treatment Form (CT Form) must be submitted with your proposal, regardless of whether your proposal contains confidential information.

1. Complete either Section 1 or Section 2 of this form and sign where indicated. **Do not complete both sections.** Note: Completion of Section 2 is required to request confidential treatment.

2. This form must be signed by the individual who signed the bidder's proposal.

Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive.


In addition, failure to follow the instructions on this form or to properly complete and submit it may result in the entire proposal being publicly disclosed by the State without redaction after an award recommendation.

See the **Confidential Treatment Form and the Freedom of Information Act** section of the *Proposal Instructions* for additional information.

Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED

This section must be completed, signed, and submitted with the proposal if the bidder does not request confidential treatment of any material contained in the proposal. **If this section is completed, do not complete Section 2.**

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is not requested.

<p>Reef</p> <p style="text-align: center;">250000002904</p> <hr/> <p>RFP Number</p> <p style="text-align: center;"></p> <hr/> <p>Signature</p>	<p style="text-align: right;">Post-restoration assessment of Channel Island</p> <p style="text-align: right;">in inner Saginaw Bay, Lake Huron</p> <hr/> <p>RFP Title</p> <p style="text-align: right;">26-Aug-2026</p> <hr/> <p>Date</p>
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Tomas Hook, Professor, Purdue University

Printed Name, Title, Company

Schedule A – Statement of Work

Department of Natural Resources

Contract 260000000105

Post-restoration assessment of Channel Island Reef for inner Saginaw Bay, Lake Huron

This schedule identifies the anticipated requirements of any Contract resulting from this RFP. The term "Contractor" in this document refers to a bidder responding to this RFP, as well as the Contractor who is awarded the contract. The term "bidder" is used to identify where specific responses to the RFP are required.

The Contractor must respond to each requirement or question and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

IMPORTANT NOTE TO CONTRACTORS/BIDDERS: There are specific requirements for which acceptance must be simply acknowledged through a checkbox(es), and others that require further explanation. Click one checkbox and complete the entries as identified.

BACKGROUND

Historically, Saginaw Bay contained an inner bay rock reef complex that provided critical spawning habitat for a diversity of native fishes during both spring (walleye, suckers *Catostomidae*) and fall (lake whitefish, cisco *C. artedi*, lake trout *Salvelinus namaycush*, burbot *Lota lota*) (Fielder 2002). However, this habitat complex was largely lost due to sedimentation, brought about by timber harvest and agricultural land-use in the Saginaw Bay watershed. The loss of this important spawning habitat contributed to a collapse of walleye and impacted the local production of other species such as lake whitefish, lake trout, and burbot. Fielder and Baker (2004) prescribed the restoration of inner Saginaw Bay rock reefs so as to diversify reproductive sources of walleye and other species with emphasis on an open water reef (achieved with the construction of Corey Reef in 2019) and a near shore reef (now scheduled for construction as Channel Island Reef in 2025). A pre-construction assessment of habitat conditions and fish utilization was conducted by Purdue University (Kudrow report in progress).

SCOPE

The project provides post-construction evaluation with comparisons to a pre-construction evaluation on the same site as well as some comparisons to a similar restored reef (Corey Reef) in the same portion of Saginaw Bay. The assessment will document gains achieved by the habitat restoration and progress towards overall reproductive resiliency and diversity.

Post-construction evaluation would emphasize spring and fall spawning fishes. Sampling would begin in the spring of 2026 and continue for two years. Determine habitat quality of Channel Island Reef by assessing water quality, potential egg predators and egg-incubation potential. Evaluate post-construction reproductive usage by adult fishes during both the spring and fall spawning periods.

OBJECTIVES

Requirements/Objectives

The Contractor must provide the following:

The outcomes of this project will inform important post-construction achievement of physicochemical and biological benefits in fish reproduction. This project will specifically assess conditions at the newly constructed Channel Island Reef site, a control (unrestored site) and include some parallel assessment at Coreyon Reef to help provide context for observations at the new reef site. Channel Island Reef construction is expected to be complete before the end of 2025. Post-construction evaluation would emphasize spring and fall spawning fishes and sampling would begin spring of 2026 and continue for two years (providing data on two spring and two fall spawning periods).

Specific objectives are two-fold and there are specific methods for the bidder to apply to meet the objective.

1.1 Objective One

Determine habitat quality of Channel Island Reef by assessing water quality, potential egg predators and egg-incubation potential.

Method to be used:

Monitor water quality parameters (e.g., dissolved oxygen, turbidity, temperature, conductivity). Specifically, DO measuring sonde will be lowered to the sediment and held on the bottom for 30 sec before retrieval. In addition, we will visually assess the condition of reef sites using underwater video. Monitor winter and spring, near-sediment oxygen concentrations using archival oxygen data-loggers.

At each site and season, survey potential fish egg predators using overnight gillnets (both experimental and micromesh) to capture potential fish egg predators. Upon collection, place fish on dry ice to quickly freeze and slow digestive process. In the laboratory, identify and enumerate diet contents of these fish, and in particular focus on enumerating the number of fish eggs in fish stomachs.

Evaluate the suitability of egg incubation at the different sites during spring 2025 by deploying fertilized walleye eggs in egg incubation trays. Monitor after 2-3 weeks of incubation to evaluate successful hatching. (The intent is ultimately to compare egg incubation success post-construction with incubation success or failure from pre-construction periods).

Contractor response to Objective 1:

We will use approaches similar to those used during previous Saginaw Bay reef assessments, thereby allowing for direct comparisons with other pre and post reef restoration studies of Channel Island Reef and Coreyon Reef (Kalejs et al. 2022; Koenigbauer 2024; Gatch et al. 2021; Kudwa et al. study underway).

We will survey the restored Channel Island site, as well as the nearby control site we have surveyed during our pre-restoration assessment project. In addition, we will conduct parallel surveys of Coreyon Reef. Specifically, we will focus on weekly sampling on Channel Island and control sites during four ~6 week sampling periods (spring 2026, fall 2026, spring 2027 and fall 2027). We will visit and sample Coreyon Reef at least three times per sampling season (and up to six times if conditions and resources allow).

Consistent with our past sampling, during weekly surveys, we will monitor water quality parameters (e.g., dissolved oxygen, turbidity, temperature, conductivity). Specifically, we will use a YSI sonde (YSI ProSolo Dissolved Oxygen Meter) lowered to the sediment and held on the bottom for 30 sec before retrieval. In addition, we will visually assess the condition of reef sites using underwater video. We will monitor winter

and spring near-sediment oxygen concentrations using archival oxygen data-loggers. Specifically, we will deploy six (two per sampling location) MiniDOT dissolved oxygen loggers, with each logger including a MiniWiper to limit biofouling. We have successfully deployed these sensors in Saginaw Bay for past summer and overwinter oxygen and temperature monitoring.

At each site and season, we will survey potential fish egg predators. Specifically, we will use overnight gillnets (both experimental and micromesh) to capture potential fish egg predators. We will target larger egg predators using overnight sets of experimental multifilament large-mesh overnight benthic gill nets (50 m total length, 7.14 m per panel, 1.5 m height, mesh sizes = 5, 10, 15, 20, 25, 30 and 35 cm). We will target 2-4 sets per site per sampling week. In addition, to sample small-bodied potential egg predators we will rely on two-hour daytime sets of micro-mesh gill nets (40 x 1.5 m micro-mesh benthic gill nets with four mesh sizes, each in a single 10 m panel: 6.25 mm, 8.0 mm, 10.0 mm, and 12.5 mm). We will target 2-3 sets per site per sampling week. Upon collection we will place fish on dry ice to quickly freeze the fish and slow the digestive process. In the laboratory, we will identify and enumerate diet contents of these fish, and in particular focus on enumerating the number of fish eggs in fish stomachs.

We will also evaluate the suitability of egg incubation at the different sites during spring 2026 or 2027 by deploying fertilized walleye eggs in egg incubation trays. We will check these trays after 2-3 weeks of incubation to evaluate successful hatching.

1.2 Objective Two

Evaluate post-construction reproductive usage by adult fishes during both the spring and fall spawning periods.

Method to be used:

Assess reproductive usage by a) collecting potential spawners and b) collecting eggs deposited onto sediment during both spring and fall spawning periods, c) assess environmental DNA (eDNA) in water samples for genetic markers unique to spawning fish. Gillnetting will be used to assess relative abundances (CPUEs), spawning condition, size structures and demographic (age, sex) composition of spawners. Specifically, overnight sets of experimental mesh gillnets at each survey site and examine and measure individual fish either upon capture (if still alive at time of capture to allow live release) or in the laboratory (after freezing and transporting fish dead at time of capture). Tissue samples (fin clips) will be taken from Walleye and Lake Whitefish to facilitate potential future genetic analysis to identify the regional ancestry of reef-colonists.

Egg mats will be used to assess magnitude of spawning by walleye, lake whitefish, and other fishes at the restored sites. Most eggs will be preserved in formalin and identified/enumerated through microscopic assessment in the laboratory.

Spawning Walleye will be further assessed using eDNA by collecting three 1-liter water samples from the surface prior to setting gillnets each sampling week. One field blank of reverse osmosis water and one positive control will also be collected per site. The three samples will be spaced approximately evenly apart to cover the proposed reef area. Following collection, up to 1-L of water will be filtered using Jonah Ventures (Boulder, CO) sample kits and stored at 4°C for DNA extraction. In total, we expect to collect 240 samples. The quantity of walleye DNA will be assessed using quantitative PCR (Dysthe et al., 2017; Klymus et al., 2020; Spear et al., 2021). Walleye nuclear rDNA markers were isolated and validated as indicators of fish in spawning condition or the release of gametes during the pre-restoration assessment. These methods will now again be used to help distinguish between fish presence and active spawning by tracking the relative concentrations of both nuclear and mitochondrial eDNA of walleye.

Contractor response to Objective Two:

Contractor will assess reproductive usage by a) collecting potential spawners and b) collecting eggs deposited onto sediment during both spring and fall spawning periods. Gillnetting will allow us to assess relative abundances (CPUEs), spawning condition, size structures and demographic (age, sex) composition of spawners. As described for objective one, we will rely upon overnight sets of experimental multifilament large-mesh overnight benthic gill nets (50 m total length, 7.14 m per panel, 1.5 m height, mesh sizes = 5, 10, 15, 20, 25, 30 and 35 cm). We will target 2-4 sets per site per sampling week. We will examine and measure individual fish either upon capture (if still alive at time of capture to allow live release) or in the laboratory (after freezing and transporting fish dead at time of capture). Tissue samples (fin clips) will be taken from all walleye and lake whitefish captured and stored in ethanol to facilitate future genetic analysis.

Egg mats will be used to assess magnitude of spawning by walleye, lake whitefish, and other fishes at all sites. We will use the same egg mat design we have used during past surveys (which are based upon the design of Roseman et al. 2011). Egg mats will consist of a furnace filter (38 x 50 x 2.5 cm) mounted on a welded steel frame (38 x 24 x 0.5 cm). We will deploy mats in groups of three, tied together along transect lines. We will set 4-6 transect lines per site, and egg mats will be retrieved upon each sampling visit (thereby allowing us to estimate egg deposition rates for approximately each weekly period). Upon retrieval

egg mat furnace filters will be removed from the steel frames and new furnace filters will be attached to the steel frames. Removed filters will be frozen and transported to the laboratory for subsequent egg identification and enumeration. This method has been successful for us in the past.

We will assess spawning walleye using a mitochondrial to nuclear eDNA method we have recently developed. During each sampling week/site, we will collect three 1-liter water samples from the surface prior to sampling. One field blank and one lab blank of reverse osmosis water will be employed per site to confirm there was no unintentional contamination. One field blank of reverse osmosis water and one positive control will also be collected per site. The three samples will be spaced approximately evenly apart to cover the proposed reef area. Three 1-liter water samples plus one field and one lab blank will be collected at the Caldwell Municipal Boat Launch in Midland, MI, as a positive control. Following collection, up to 1-L of water will be filtered using JonahVentures (Boulder, CO) sample kits and stored at 4°C for DNA extraction. In addition to collecting data from existing qPCR assays outlined in Spear et al., (2021), we will use our recently developed nuclear rDNA marker assay to help distinguish between fish presence and active spawning by tracking the relative concentrations of both nuclear and mitochondrial eDNA of walleye.

1.3 Indirect Cost Rates

Bidder agrees to a 10% cap for indirect cost rates for the duration of the contract.

1.4 Post-Contract Transition: Invoices must be sent within 45 days after the expiration of the contract. Any invoices received after 45 days will result in a non-payment of invoices.

2. Service Requirements

2.1 Reporting

The Contractor must submit to the Program Manager, quarterly written reports that include personnel, indirect costs and other items to be listed at a later date or as needed.

2.2 Meetings

The State may request other meetings as deemed appropriate.

3. Staffing

3.1 Contractor Program Manager

The Contractor must appoint a Contractor Representative specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Program Manager").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Program Manager.

3.2 Customer Service Telephone Number

The Contractor must specify its phone number for the State to contact the Contractor Program Manager who must be available for calls during the hours of 8 am to 5 pm EST Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

Contractor Phone number 765-494-6204.

3.3 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	Peter Euclide Indiana University, Paul H. O’Neill School of Public and Environmental Affairs 1315 E 10th St, Bloomington, IN 47405 (812) 855-0635
A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.	Peter Euclide is an Assistant Research Professor in the Paul O’Neill School of Public and Environmental Affairs at Indiana University. Dr. Euclide will provide oversight and guidance on eDNA sampling, laboratory analyses and will support eDNA data analyses. He has an established record of supporting similar research. https://peuclide.github.io/
The relationship of the subcontractor to the Bidder.	Collaborator

Bidder must provide detailed information as requested in the above requirement(s).	
Is the subcontractor a GDBE?	No
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	Dr. Euclide was previously a researcher at Purdue University's Dept. of Forestry and Natural Resources. He has collaborated on multiple studies with Dr. Höök.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	Dr. Euclide will provide advice and oversight of genetic sample collection and laboratory analysis. However, this work will actually be conducted in the field and laboratory. He will have more direct ownership of data analysis of resulting genetic data.
Of the total bid, the price of the subcontractor's work.	\$13,200

Bidder must provide information based on the work performed by all subcontractors	
Total percentage of work that will be performed by subcontractors:	6%
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	0%

4. Pricing

4.1 Price Term

Pricing is firm for a 365-day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

4.2 Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. 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.

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.

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 Delivery Order (DO.)

6. Invoice and Payment

6.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) hours worked per individual; (f) meal costs; (g) vendor-generated invoice number and (h) total price to include travel expenses per person. Overtime and holiday pay will not be paid

1. [Travel-Rates-FY2025-and-High-Cost-Cities-effective-1-1-2025.pdf](#)

6.2 Payment Methods

The State will make payment for Contract Activities by E.F.T (Electric Funds Transfer)

7. Service-Level Agreements (SLAs)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
- C. **Please Note:** Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the *Question and Answer Period* of this solicitation; please see the **Proposal Instructions** for the timeline.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	All findings must be delivered 30 days before the expiration of the contract.
Acceptable Standard	All findings must occur in accordance with the objectives and methods provided in the Requirements section of the RFP. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. The acceptable standard is 100% compliance.

Purdue University

SCHEDULE B - PRICING

Department of Natural Resources

Contract 260000000105

Post-restoration assessment of Channel Island Reef for inner Saginaw Bay, Lake Huron

1. Price proposals must include all costs, including but not limited to, anyone-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).

YEAR 1

	Description	Year 1 DNR	Total
1	Salary and Fringe	47,751	47,751
2	Contract Services	3,300	3,300
3	Supplies and Materials	8,750	8,750
4	Indirect Cost Rate	8,625	8,625
5	Equipment		
6	Other Direct Costs	17,453	17,453
7	Travel	9,000	9,000
Totals		94,879	94,879
Year 1 Project Total		\$94,879	

YEAR 2

	Description	Year 2 DNR	Total
1	Salary and Fringe	56,268	56,268
2	Contract Services	6,600	6,600
3	Supplies and Materials	5,500	5,500

4	Indirect Cost Rate	9,800	9,800
5	Equipment		
6	Other Direct Costs	18,680	18,680
7	Travel	10,950	10,950
Totals		107,798	107,798
Year 2 Project Total		\$107,798	

YEAR 3

	Description	Year 3 DNR	Total
1	Salary and Fringe	19,664	19,664
2	Contract Services	3,300	3,300
3	Supplies and Materials		
4	Indirect Cost Rate	2,864	2,864
5	Equipment		
6	Other Direct Costs	3,727	3,727
7	Travel	1,950	1,950
Totals		31,505	31,505
Year 3 Project Total		\$31,505	