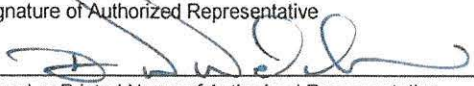
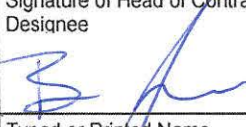
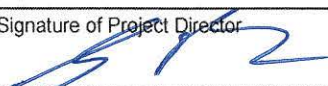


STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 1124001	2. Contract Title Set Net Study	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Fish and Game		Division Commercial Fisheries	hereafter the State, and
9. Contractor Kintama <i>Research Services LTD. ("KINTAMA")</i>			hereafter the contractor
Mailing Address 4737 Vista View	Street or P.O. Box	City Nanaimo,	State B.C. ZIP+4 V9V 1N8
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth provision for payment.</p> <p>2.5 Appendix E confirms the contractor is in good legal standing with the federal government.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>June 30, 2023</u>, and February 29, 2024.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$225,000.00</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of Fish & Game		Attention: Division of Administrative Services	
Mailing Address P.O. Box 115526 Juneau, AK 99511-5526		Attention:	
12. CONTRACTOR			
Name of Firm Kintama		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-820. Other disciplinary action may be taken up to and including dismissal.</p>	
Signature of Authorized Representative 	Date 30/6/2023		
Typed or Printed Name of Authorized Representative David Welch			
Title President			
13. CONTRACTING AGENCY			
Department/Division Fish & Game/Commercial Fisheries		Signature of Head of Contracting Agency or Designee 	Date 7-3-2023
Date 7/3/2023		Typed or Printed Name Bonnie Jensen	
Signature of Project Director 		Title DAS Director	
Typed or Printed Name of Project Director Sam Rabung		Title Director, Division of Commercial Fisheries	
Title Director, Division of Commercial Fisheries			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX B² INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.] ✓

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.] ✓

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

] ?

Appendix C

Scope and Deliverables

Scope of Work:

The Department of Fish and Game, Division of Commercial Fisheries, has contracted Kintama to conduct field research to test and assess the feasibility of increasing selectivity for sockeye salmon and reducing harvest of the Chinook salmon by use of shallow gillnets in the commercial East Side set gillnet fishery of Upper Cook Inlet (UCI)

Goals:

The goal of this project is to provide scientific information on the feasibility, benefits and the potential tradeoffs of alternatives for selectively harvesting sockeye while reducing harvest of kings. This information will inform decisions by the Alaska Board of Fisheries and ADF&G for potential implementation of gillnet modifications to access harvestable surpluses of sockeye salmon in the UCI commercial fishery during an unprecedented decline in king salmon abundance which has otherwise required closure in order to protect spawning escapements.

Project Approach:

The Contractor will employ a combination of experimental fishing with instrumented set gillnets of different maximum depths (mesh numbers) to establish how these nets fish in both the nearshore and offshore regions of the East Side Set Net (ESSN) fishery in Cook Inlet. This work will determine how nets of different maximum depths change over the tidal cycle while an observer will enumerate the harvest of sockeye and Chinook in each net to provide baseline data on the relative catch efficiency of the different depth nets. In addition, a heavily instrumented acoustic telemetry array will be deployed around the three offshore fishing nets to assess the feasibility of determining the fine-scale movements of acoustic tags located on both the fishing nets and on free-floating GPS-tracked drogues with suspended acoustic tags in order to determine the feasibility of obtaining (1) fine-scale 3D position estimates for individual tagged fish, (2) robust estimates of the statistical uncertainty in these position estimates, and (3) information on the minimum number of receivers actually required to monitor the movements of both tagged fish and tagged fishing nets in future years.

Objectives:

Objective 1 – Estimate catch efficiency of sockeye and Chinook salmon by set gillnet depth.

- Contract observers on the fishing boats would collect information on species, number and size of salmon catch in nets of different depths (e.g., 29, 22 and 15 meshes). ✓
- Requires small-scale experimental gillnet fishing at one east side set net fishing sites in two areas of different bathymetry (Nearshore and Offshore). ✓
- This work will require collaboration and subcontracting with commercial set gillnet operators. ✓
- Work would occur between July 8 and August 10 for ideally 15-20 fishing days. ✓
- Sockeye catches should provide statistically large sample sizes for estimating the effects of mesh depth on catch efficiency of sockeye. ✓
- Sample numbers of kings may be limited by low abundance and require follow-up studies to obtain statistically robust estimates of king catch rates by mesh depth. ✓

8 July - 10 Aug.

Objective 2 – Determine effective fishing depth by set gillnet depth.

- This work is needed because nets of various depths fish at different effective depths over the course of the tide cycle.
- Requires small-scale experimental gillnet fishing at the east side set net offshore fishing sites. Net depths as identified under task 1 (e.g., 29, 22, and 15 Mesh). ✓

- Instrumentation would be affixed to lead lines of each net to determine actual fishing depths over the tidal cycle. ✓
- Work would occur between July 8 and August 10 for ideally 15-20 sample days. ✓
- Commercial fishery operators would be sub-contracted for this work.
- Catches could be sold with proceeds returned to ADF&G to partially offset some costs of the study. King catches are likely to be quite low due to low abundance. Kings could be released if alive. ✓

Objective 3 –Test feasibility of operation of an acoustic telemetry array in Upper Cook Inlet waters.

- Design, deploy, and test a densely instrumented 3D tracking system placement within nearshore waters of the Kenai-Kasilof region where the setnet gillnet fishery operates.
- Requires small-scale experimental gillnet fishing at one east side set net fishing site.
- The 3D system(s) should include a cluster of receivers demonstrating the capability of achieving a fine-scale spatial resolution of fish location and depth of travel in the fishery vicinity in relation to potential set net sites. ✓✓
- A limited sub-array of receivers will be placed around the setnets during the fishing season, and then supplemented after the wrap-up of salmon fishing with the additional receivers necessary to achieve full performance measurements.
- 3D array performance would be demonstrated using acoustic tags attached to GPS-tracked floats and released nearby. ✓
- Work would occur in August. ✓
- This work would demonstrate the utility of this tool and allow troubleshooting and engineering performance measures and calibration in the difficult working conditions in Cook Inlet marine waters (strong tidal currents, glacial sediment) to inform design of follow-up studies.

Deliverables:

- 1) Estimates of catch by fish species, catch per effort, size composition of catch and relative species and size selectivity for set gillnets operated in a statistical sampling scheme at different mesh depths (15, 22, & 29 meshes) and nearshore/ offshore for locations 15-20 fishing days at one site in the east side set gillnet fishing area between July 8 and August 10. ✖ ✖
- 2) Estimates of effective fishing depths of set nets of various mesh depths in relation to tidal cycle based on instrumentation with depth recorders affixed to lead lines of nets operated as per #1 above. ✓✓
- 3) A proof-of-concept level assessment of the feasibility of using acoustic telemetry to evaluate movements and depth distribution sockeye and Chinook salmon in relation to fishing areas, gillnet fishing depths and tidal cycles based on testing of a 3-dimensional subarray of receivers and acoustic tags attached to GPS-tracked floats at one site in the area of the set gillnet fishery. ✓
- 4) Present assessment at Board of Fisheries Meeting. ✓

Deliverable Schedule:

Dates outlined below are susceptible to change over the life the contract and require both parties to approve deliverable schedule modifications. Any agreed upon schedule modifications will be sent to the Procurement Specialist to be entered into this contracts file:

- November 15, 2023 – Draft project report to ADFG documenting and discussing objectives, methods, results, conclusions and recommendations. ✓✓
- December 31, 2023 – Final project report including written response to ADFG review comments.
- February 2024- Present assessment at Board of Fisheries Meeting. ←

Appendix D Payment for Services

Payment for services provided will not exceed \$225,000.00 for the period of performance of this contract. The contractor will bill ADF&G per the below breakdown for costs associated with the performance of work outlined in Appendix C:

Lease of Telemetry Tracking Systems & Net Depth Monitors	\$97,400.00
Monitoring of ESSN Test Fishing Harvests, Data Analysis & Preparation of Report	\$40,000.00
Travel & Accommodations (Includes attendance & presentation at Board of Fish meeting)	\$27,600.00
Subcontractors (Test Fishing Operations & Field Support for Array Deployment)	\$60,000.00
Total:	\$225,000.00

If funding needs to be re-allocated to a different category that differs from the breakdown provided above, both parties must agree to this modification and submit the agreed upon changes to procurement to save to the contracts file. The approval of re-allocations of approved funds cannot increase the contracts overall do not exceed amount of \$225,000.00. ✓

All invoices are subject to Project Manager Approval. No payments will be made until this is received. ✓

State Approved Travel Guidelines

The State will cover costs associated with travel per the criteria listed below.

Expenses above these criteria must be approved in advance by the Program Manager.

- **Air Travel:** copies of receipts and boarding passes for flights must be submitted with the invoice. The State will reimburse for coach travel only.
- **Hotel:** copies of original hotel receipts at commercial facilities must be submitted with the invoice. Actual lodging expenses that exceed \$200 room rate per night, excluding taxes, must be approved in advance by the Program Manager. ← *Have Gary change me for accommodations*
- **Rental Car:** copies of the rental car receipt and agreement must be submitted with the invoice. Rental should be for a mid-size or less car (unless approved in advance) and the rental period is to cover the business travel period only. ←
- **Ground Transportation:** between the Contractor's home and the airport, and the destination airport and hotel; via airport shuttle, courtesy van, or taxi service.
- **Per Diem:** the maximum amount for food and all other travel related incidentals in Alaska is \$60 per day, per person. *\$60/d.*

Note: Costs of parking violations will not be reimbursed.

Invoicing

The Contractor will submit monthly invoices at a reimbursable rate for services performed in accordance with Appendix C. *monthly*

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number: 1124001
- include an invoice number
- Reference the Alaska Division of Commercial Fisheries
- itemize the contractual services provided during the period invoiced as described in Appendix C

The Contractor shall submit invoices to the address specified below no later than 30 days after the end the period for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director. ✓✓

Email invoices to:

EMAIL: dfg.dcf.director@alaska.gov

(Please reference the contract 1124001 in the subject line)

✍️ ✍️

If the State runs into any issues pertaining to the invoice or services being provided in Appendix C. The State will contact the below point of contact for CONTRACTOR:

Name: David Welch

Email: David.welch@kintama.com ✓

Phone number: 1+250-739-9044

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

Appendix E
Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions

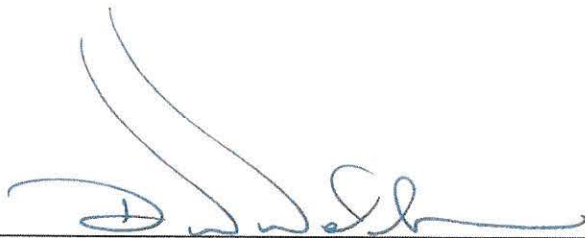
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before completing certification, read the instructions on the following page,
which are an integral part of the certification

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

DAVID WARREN WELCH, PRESIDENT

Name and Title of Authorized Representative



Signature

30/6/23

Date