

The attached draft guidance “Disposition of Fish or Eggs Resulting from Department Operations” was developed to provide direction for staff and to inform the public on how the Department will donate, sell, or dispose of dead fish or eggs. The guidance was developed by Bureau of Fisheries Management staff in conjunction with the Bureaus of Legal Services, Finance, and Law Enforcement.

The Department has donated or sold fish and eggs to consumers without using solicitation or bid processes. The process of donating or selling excess fish and eggs has not been consistent throughout the state and has had differing levels of transparency and competition. This document provides guidelines on handling excess fish or eggs collected during Department field operations, including spawning operations, population assessments, netting, electroshocking, spent hatchery broodstock, fish health or contamination sampling, fish removals, and chemical rehabilitation projects. Reasonable efforts should be made to utilize the fish in order to allow members of the public to enjoy the benefits of Wisconsin’s natural resources and prevent the fish from going to waste. Fish that are not donated or sold may be properly disposed of by Department staff or a contracted waste hauler.

SUMMARY -

- A. Dead fish resulting from any Fisheries Management activities should, in order of priority, be:
 - 1. donated to one or several nonprofit organizations if fit for human consumption,
 - 2. sold to the highest bidding for-profit business, or
 - 3. landfilled/disposed.
- B. All fish eggs are considered unfit for human consumption and may be sold to for-profit businesses.
- C. In order to obtain fish or eggs and ensure a fair process, agreements will be set up in advance with nonprofits and businesses through solicitation or bid processes.

Please provide comments to:

Kate Strom Hiorns
Bureau of Fisheries Management
PO Box 7921
Madison WI, 53707-7921
kathryn.stromhiorns@wisconsin.gov

Fisheries Management

Chapter: Species Management
Section: Disposition of Fish or Eggs Resulting from Department Operations

SUMMARY -

- A. *Dead fish resulting from any Fisheries Management activities should, in order of priority, be:*
 - 1. *donated to one or several nonprofit organizations if fit for human consumption,*
 - 2. *sold to the highest bidding for-profit business, or*
 - 3. *landfilled/disposed.*
- B. *All fish eggs are considered unfit for human consumption and may be sold to for-profit businesses.*
- C. *In order to obtain fish or eggs and ensure a fair process, agreements will be set up in advance with nonprofits and businesses through solicitation or bid processes.*

PURPOSE –

To provide guidance and establish a fair, transparent, consistent statewide process for donating or selling dead fish or eggs resulting from department operations. This section is an update of 36059.73, Fish Management Handbook (5/5/1993). The Department has the authority to determine the disposition of fish and eggs under 29.709(4), Stats.

In the past, fish crews have donated or sold fish and eggs to consumers without using solicitation or bid processes. The process of donating or selling excess fish and eggs has not been consistent throughout the state and has had differing levels of transparency and competition. This section provides guidelines on handling excess fish or eggs collected during Department field operations, including spawning operations, population assessments, netting, electroshocking, spent hatchery broodstock, fish health or contamination sampling, fish removals, and chemical rehabilitation projects. Reasonable efforts should be made to utilize the fish in order to allow members of the public to enjoy the benefits of Wisconsin's natural resources and prevent the fish from going to waste. Fish that are not donated or sold may be properly disposed of by Department staff or a contracted waste hauler.

Dead fish resulting from Department operations have been utilized for nonprofit purposes by food pantries and wildlife centers and have been sold to be used for profit by wholesale fish dealers, retail outlets, and fertilizer companies. Unwanted fish eggs have also been used by bait companies. DNR law enforcement staff formerly had the primary responsibility to dispose of these fish. With adoption of this handbook section, Fisheries Management staff now manage all aspects of disposal of excess fish. [There is no longer a need to fill out a Seizure Record or follow the Law Enforcement Handbook's policy on Disposing of Dead Game Fish dated 4/3/03, but Fisheries staff may notify local wardens as a courtesy.]

In disposing of excess fish, all Department staff must be sensitive to public perceptions. Every effort should be made to avoid a situation where the public would perceive that Department

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employees, their families or associates are personally benefiting from their position; this could be a violation of the State Code of Ethics (ch. 19, Stats., and s. ER-MRS 24.04(2)(a), Wis. Adm. Code). For that reason, every reasonable effort should be made to dispose of the fish by donation to nonprofit organizations, such as food distribution services, or by sale to the general public, businesses, or wholesale fish dealers at the highest price obtainable.

At the same time, it is recognized that there are costs to the Department associated with disposing of excess fish and eggs such as time, travel, handling, and storage expenses, which should be balanced with disposal options. In consideration of the time and associated travel costs, Fisheries Management staff and other Department employees are not expected to process or deliver the fish themselves. Fish or eggs may be landfilled or otherwise disposed of if it is determined that the quantity, quality or circumstances dictate that it would be more efficient and in the best interest of the State to dispose of the fish without offering them to the public.

DEFINITIONS –

Excess fish and eggs: Fish carcasses and stripped eggs that result from the Department’s fish management activities that will not be used by the Department for research, propagation, or management programs.

Fit for human consumption: Fish appear fresh and safe for human consumption based on a visual inspection of body condition and consumption advisory limits. Only fish species from water bodies with fish consumption advice of “one meal a month” or more frequent (e.g. unlimited or 1 meal per week) may be used as human food. [Note: Check for the most current advice for the species and waterbody source at <http://dnr.wi.gov/topic/fishing/consumption/index.html> and see Subsection 530(D) of this handbook, Disposition of Fish from Department Surveys Intended for Human Consumption.]

Food distribution services: A program of a private nonprofit organization that provides food products directly to individuals with low incomes or that collects food products for and distributes food products to persons who provide the food products directly to individuals with low incomes. [s. 895.51 (1)(c), Wis. Stats.] These programs are commonly referred to as food pantries.

Nonprofit organization: Organizations classified under 26 U.S.C. § 501(c) as not-for-profit or, for the purposes of this handbook, a municipality which is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.).

Unfit for human consumption: Includes all fish whose general appearance, odor and other conditions indicate they are unfit for human consumption and fish that are listed as “do not eat”

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in the Fish Consumption Advisory. Fish eggs resulting from department operations are all unfit for human consumption.

Weir: A structure placed in water to channel fish to a particular location

POLICY –

Excess dead fish and eggs are considered property of the State and therefore must be donated to nonprofit organizations or sold to the highest bidder subject to the rules set forth by state statutes, the Department of Administration, and the procedures of this handbook. To the extent possible, all fish fit for human consumption must be donated to nonprofit organizations.

Usually the Department can anticipate when it will have excess fish or eggs but on occasion, such as when a selected organization fails to show up, there may be a need to find a recipient right away. In those cases the local supervisor has the authority to select a recipient without using a solicitation or bid process. The Supervisor may donate the fish to a nonprofit or they may try to negotiate the best price they can with any person in the vicinity that same day.

A. Nonprofit Fish Donations

Dead fish resulting from department operations will be determined to be “fit for human consumption” or “unfit for human consumption.” The first priority is to offer access to the fish to nonprofit entities through a solicitation process that requires the fish may not be used for profit. No money would be exchanged, rather, recipients request to obtain either fish fit for human consumption or fish unfit for human consumption with no guarantee of a specific amount. Donations of this type may have multiple recipients with priority being given through random selection.

Fisheries staff work with Finance staff to develop the competitive solicitation process and resulting contracts. Prior to each solicitation process, the Fisheries Program will estimate a number of fish expected to result from the operation and a timeframe of when the fish will be available.

For example, the Strawberry Creek Egg Collection Facility in Sturgeon Bay and the Besadny Anadromous Fisheries Facilities in Kewaunee produce excess salmon carcasses in the fall. Spawning times vary year to year and cannot be predicted, but averages of prior years’ fish counts and time at the weirs must be used to set up the solicitation process. Contracts entered into will provide no guarantee of the number or condition of fish available, and the contractor must agree to pick up and transport the fish in a safe manner using its own equipment and personnel. An agreement may be made between the Department and the contractor for delivery of fish only if it is budgeted for and approved in advance by the site supervisor.

Agreements for access to fish for nonprofit use may remain in place without an end date or renewal, but the groups should be contacted by phone or email annually to determine their continued interest. New nonprofit groups may be added at any time for an upcoming offer.

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B. For-profit Fish Sales

If the amount of excess fish expected exceeds that which is requested for nonprofit use or is not fit for nonprofit use, the fish will be made available for for-profit use or properly disposed. A competitive bid process for excess fish to be used for profit would be run concurrently or just following the competitive solicitation process for fish for nonprofit use. The bids are usually set up where one winner takes all the fish. Again, there would be no guarantee on the number or condition of fish, and the contractor would be responsible to test for contaminants if necessary. In addition, the contractor must declare that its manufacturing process would eliminate any fish pathogens and pick up and transport the fish in a safe manner using its own equipment and personnel. Excess fish that are not requested nor sold and that are unable to be held onsite until a contractor could pick up the fish would be properly disposed of by FM staff or a contracted waste hauler.

Most fish sold are considered unfit for human consumption. However, fish fit for human consumption may be sold if donations are maxed out or there is no nonprofit organization available to receive the fish.

*Note: When selling **commercial fish species** to for-profit entities such as wholesale fish dealers or food retailers, the fish must meet or exceed size limits imposed on commercial fishers because these purchasing entities will be reselling the product. Under-sized commercial species should only be donated to nonprofit organizations, be sold directly to the final consumer, or disposed of properly. **Non-commercial fish species** should not be sold to entities such as wholesale fish dealers or food retailers *for resale*. These species must only be given to food pantries or sold directly to the final consumer.

**Also note: Staff must also follow these handbook procedures when conducting agreements with individuals, lake associations, or other organizations to remove fish from a waterbody. For example, the Department has an agreement with a Lake Area Fish and Game Association to remove bullheads from a lake. The Association then donates the bullheads for free to a mink farm – a for-profit business that uses the fish for mink food. To ensure a fair process, in the event there may be more than one interested entity, the offer-to-sell bid process (or if appropriate, request to obtain fish by nonprofit organizations) must still be set up in advance by Fisheries staff in order to sell or donate the fish.

C. For-profit Egg Sales

Excess fish eggs resulting from department operations are all unfit for human consumption and will be sold as such. There is no known use of excess fish eggs for nonprofit purposes at this time. A competitive bidding process is used to sell eggs that are used by for-profit businesses and bids are usually set up where one winner takes all the eggs. There is no guarantee on the number or condition of eggs available for sale and the contractor is responsible to test for contaminants. Contractors must pick up and transport the eggs in a safe manner using their own equipment and personnel, as well as obtain a letter from the Department of Agriculture, Trade,

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and Consumer Protection approving the method of handling to prevent disease transmission to any waters of the state. Excess eggs that are not sold and that are unable to be held onsite will be properly disposed of by FM staff or a contracted waste hauler.

Contracts for purchase of fish or eggs are good for one year with an option for two, one-year renewals for a potential total of three years. Contractors will not be considered agents of the state and therefore are not required to follow department manual code or insurance policies.

D. Revenue

Revenue from the sale of fish or eggs is deposited in the Fish & Wildlife Account under the authority of s. 25.29(1)(a), Stats. It is not specifically available for Fisheries Management to use because there is no designation in statutes authorizing the earmarking of this revenue for a specific purpose, such as occurs for stamp revenue.

PROCEDURES -

A. Annual assessment of and preparation for excess fish or eggs:

1. Every January, each **Fisheries Supervisor or his or her delegate** must assess expected operations and locations that would result in excess fish or eggs throughout the year, an estimated number of fish or eggs, and a date range when they are typically expected. Also assess whether the excess fish are likely to be fit for human consumption, unfit, or both. Eggs are always considered unfit for human consumption.
2. Prepare an "Expression of Interest (EOI) in Accepting Donated Fish from the DNR" for fish fit for human consumption to be used by nonprofit organizations, and/or prepare an "Offer to Sell to the Public" for fish not fit for human consumption or for eggs that may be used for profit using the template attachments. All documents should attach a copy of instructions for proper and thorough fish cleaning, cooking, and consumption advice (also attached). If past experience shows that all fish would be able to be donated as fit for human consumption, then only an EOI will be necessary. Fill in the expected dates, locations, and amounts of fish or eggs available. As stated in the agreements, there is no guarantee as to the amount, timing, marketability, or condition of fish made available.
3. Compile a list of food distribution services, animal rehabilitation facilities, and businesses that FM has donated to or worked with in the past to dispose of fish as well as others who may be interested in obtaining fish or eggs. FM is not required to notify all possible entities when the offers are made public, but at least three nonprofit groups (for EOIs) and three for-profits entities (for Offers to Sell) must be notified.
4. By January 31, send copies of any EOI or Offer to Sell to the Bureau of Finance for review along with a due date by which you need a reply. This review is to ensure all necessary elements of the contracts are included before being posted. *Contact a Central Office Purchasing Agent in the Bureau of Finance.*

B. Two to three months prior to excess fish event:

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1. The **Fisheries Supervisor or his or her delegate** sends the EOI and Offer to Sell notices to the list gathered in A. 3., above, by mail or email (using Bcc blind copy of addresses). Also send a copy to Finance with a request to publicly post the documents so any registered vendor will be notified. An additional option is to post a free ad on Craigslist in whatever area the fish or eggs will be available.
2. After the response due date listed in the notices, the supervisor or delegate will review the bids and the requests for donated fish.
 - a. All requests for donated fish fit for human consumption should be reviewed for the requested amounts and determine whether all requests may be fulfilled. Confirm that the requests are from nonprofit organizations by requesting a copy of their 501-C tax exemption certificates or look them up on the IRS website. Contact the nonprofit organizations as needed to allot different amounts and to schedule when and how they are able to pick up the fish. It is the intent that as many nonprofits as possible benefit from the donation.
 - b. Successful buyers of fish will be chosen by the supervisor or delegate based on the highest bidder and amounts requested. If the amount of fish requested is lower than the expected pounds of excess fish, the next highest bidders may also be scheduled to access fish.
 - c. Based on the list of expected operations/locations that would result in excess fish and a date range when fish are typically available, the random number generator found at Random.org may be used to assign each nonprofit to a specific location and time when it should expect to have access to fish. In the cases where there is excess fish as a result of a single-day event, such as a scheduled fish removal, notify the contractor as soon as staff are able to schedule the fish removal date.

(Example: Staff predict that the salmon run in Strawberry Creek will last for four weeks in the month of September and provide an estimate of the number of fish expected each week. Based on the number of nonprofits and the amount of fish that they would like to access, the nonprofits would be randomly assigned to one or more of each of the four weeks of the salmon run. However, because dates cannot be guaranteed, the run may last shorter or longer than expected and there may be more or less fish than estimated. Nonprofits agree to be re-assigned access to fish within two weeks of spawning events.)
 - d. Check with Finance after the bids are in but before an award is made to ensure a proper process was followed.
3. Because of potential liability issues with food preparation, Department staff are advised to only provide fish in the round or slit from vent to gill for egg stripping or lethal sampling, not cleaned and filleted. However, if willing to do so, staff can prepare a list of sportsman's clubs or other organizations willing to assist with transporting and processing donated fish. If time allows, staff may work with the local Conservation Congress delegates or WI Council of Sport Fishing Organizations to find groups willing to fillet the fish.

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C. When excess fish or eggs are available:

1. Contact the nonprofits and other businesses with as much advance notice as possible regarding the days and times available to pick up fish. Confirm that the storage containers, personnel, and transportation will be coordinated by the recipients. Ensure ice will be available for fish determined to be fit for human consumption. If more fish are expected than what nonprofits are able to take, the fish fit for human consumption may be made available for for-profit use or properly disposed.
2. On site, the **Fisheries Supervisor or his or her delegate** determines if the fish are fit for human consumption based on body condition and consumption advisory limits.
 - a. Only fish species from waterbodies with fish consumption advice of “one meal a month” or more frequent (e.g. unlimited or 1 meal per week) may be used as human food. Check for the most current advice for the species and waterbody source at <http://dnr.wi.gov/topic/fishing/consumption/index.html> (See Subsection 530(D) of this handbook, Disposition of Fish from Department Surveys Intended for Human Consumption).
 - b. The agreements made with recipients should state that the fish carcasses are in no way tested or certified for nutrient content. Some companies may use the fish for pet, mink, or other animal food.
 - c. Ensure that the recipients have a copy of instructions for proper and thorough fish cleaning as well as instructions that fish should be properly cooked if intended for human consumption. These instructions should be attached to the EOI and Offer to Sell contracts when they are signed. Provide a handout listing the specific species, size range, and source water along with the applicable advice. This can be found and printed using the [FIND ADVICE](#) query tool from the link in a. above.
 - d. If there are no takers or where weather dictates immediate disposal, the Supervisor may donate the fish to any nonprofit, dispose of the fish, or try to negotiate the best price they can with anyone in the vicinity that same day. Document the result and the reason in an email to the District Supervisor. The fish may not be donated to Department employees or their family or associates. The fish are treated the same as any other state property.
3. Payments for fish sold must be made by the recipients within 5 days of receiving the fish. When the buyer will be receiving fish over multiple events, such as seasonal spawning runs, a lump payment encompassing all events may be made within 5 days of notification from the Department that no more fish are available. Payments may be mailed in to the Department as stated in the contract. Or, if collected onsite, the Fish Team Supervisor, Operations Supervisor, or his or her delegate must submit payment to the Bureau of Finance. If payments are not made, the buyer will be made ineligible for fish or eggs in the future. Funds are deposited into the Fish and Wildlife Account, but are not designated for any specific use within the account.

ATTACHMENTS:

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- A - Offer to Sell Fish Template
- B - Offer to Sell Eggs Template
- C - Expression of Interest in Accepting Donated Fish Template
- D - Instructions for proper and thorough fish cleaning and cooking to distribute to nonprofits

DRAFT

Offer to Sell to the Public



Title: Sale of [species] surplus carcasses at [site, location, county], Wisconsin

OFT # OFT-FISH- [## - #]

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
[DATE]

**Bids in response to the Offer to Sell must be submitted
no later than [DATE] at 4:00 PM, Central Standard Time**

For further information regarding this project contact
[Fish Team Supervisor, Operations Supervisor, or delegate] at [phone number] or [email]

LATE BIDS WILL BE REJECTED

**Offer to Sell – OFT-FISH- ## - #
Wisconsin DNR**

EXAMPLE FORM FROM 2014 - REPLACE DETAILS ON THIS PAGE, BUT THE STANDARD TERMS AND CONDITIONS ON THE FOLLOWING PAGES MAY NOT BE EDITED

Species of Fish: Salmon and trout

Human Consumption: Not Acceptable for human consumption

Location of fish: Strawberry Creek Egg Collection Facility in Sturgeon Bay, WI (On Strawberry Avenue off of County Highway U, east of Sturgeon Bay and south of the ship canal in Door County) and the Buzz Besadny Anadromous Fisheries Facilities in Kewaunee, WI (3884 Ransom Moore Lane - off of County Highway F, west of Kewaunee, on the west bank of the Kewaunee River, Kewaunee County).

Time period and quantity: Fish will be processed ~ two times weekly, starting in early October through early December. Surplus carcasses range from 17,000 to 123,000 lbs. annually.

Method of Award: Award to be made based upon the highest bid price. It is recognized by the Department that no one company might be able to take all of the fish when they are ready for pick-up. The award will be made to the highest bidder, but if that bidder cannot accept the fish the Department may offer it to the next highest bidder, etc.

Units: The Department will determine the average weight of each fish using information collected by the Fish Management staff that will be on sight weighing and measuring fish. The fish will then be placed and counted into an empty 4' x 4' x 4' leak proof plastic tote provided by the Buyer until full. The Department will multiply the number of fish by the average weight to determine a total weight per tote. Generally each tote has a capacity of 100 fish weighing 10 lbs. each, resulting in a total weight per tote of 1,000 lbs.

The surplus fish carcasses will be sold per 100lbs. It is recognized that the Department does not have the scales or facilities to exactly determine the weight of a load of fish. The total weight of fish will be estimated and not exactly determined.

Questions should be addressed to John Komassa, (608) 275-3315, john.komassa@wisconsin.gov

Type of sale	Species	Estimated Quantity Available	Unit price
Fish Not For Human Consumption	Chinook and Coho Salmon, Brown Trout	20,000 – 123,000 Lbs.	\$_____/100 Lbs.

Bids due at 9/26/2014 at 4:00 PM, Central Standard Time. By filling out and signing this document you are agreeing to the terms and conditions. (s. 29.709(4), Wis. Stats.)

NAME OF ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

682 Attachment A

PHONE NUMBER: _____

CELL NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

Fax bid to (608)275-3338 or e-mail it to john.komassa@wisconsin.gov attn: John Komassa

Wisconsin Department of Natural Resources
Standard Terms and Conditions
for Offer to Sell

- 1.0 **Scope:** These Standard Terms and Conditions of Sale are hereby incorporated into this Offer to Sell request and apply in like force to any subsequent award resulting from this Offer to Sell.
- 2.0 **Applicable Law:** Any contract resulting from this Offer to Sell shall be governed under the laws of the State of Wisconsin.
- 3.0 **Offer to Sell:** The Offer to Sell form must be signed by an authorized agent for the firm submitting the offer (BUYER) and submitted with the offer. Subsequent communications must reference this Offer to Sell number.
- 4.0 **Firm Offer:** Offers to buy shall be firm for thirty (30) days from date of Offer to Sell opening, unless otherwise specified in the Offer to Sell by Wisconsin Department of Natural Resources Purchasing Services.
- 5.0 **Deviations and Exceptions:** Any deviation from these Standard Terms and Conditions, from the specifications or any exceptions taken must be described fully and appended to the response. In the absence of any statement of deviations or exception, offers will be accepted as being in strict compliance with all terms, conditions, and specifications.
- 6.0 **Disclaimer and Notice:**
 - a. The DEPARTMENT makes no guarantee, warranty, or representation expressed or implied of marketability or fitness of the fish for any use or purpose. Categorization is only based upon general appearance at the time fish are made available for pickup. THE BUYER IS HEREBY GIVEN NOTICE THAT FISH MAY NOT MEET FEDERAL AND STATE FOOD AND ANIMAL FEED REGULATIONS.
 - b. If the BUYER desires to market any portion of the fish flesh for any purpose which would depend upon the absence of contaminants, or the concentration of contaminants below a federal or state standard, then IT IS THE BUYER'S SOLE RESPONSIBILITY TO HAVE THE APPROPRIATE ANALYSES PERFORMED AT A LABORATORY APPROVED BY THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION TO ASCERTAIN IF SAID FISH ARE AT OR BELOW THOSE STANDARDS.
- 7.0 **Assignment:** This contract may not be delegated or assigned without prior written consent of the DEPARTMENT.
- 8.0 **Disposition of Offer to Sell:** Offers will be opened and publicly read on the date and time shown on the Offer to Sell. Verbal information regarding offers will be available at the time the offers are opened. The only other time information will be available is after the award is made.
- 9.0 **Notice of Award:** Only the successful BUYER(S) will be notified of each award made, advising that they have five working days to make payment.
- 10.0 **Quantities:** The DEPARTMENT reserves the right to increase or decrease quantities or cancel this Offer to Sell in total.
- 11.0 **Acceptance-Rejection:** The DEPARTMENT reserves the right to accept or reject all or part of the offer.
- 12.0 **Payment:** Payment in full is to be made monthly of state property (fish) unless otherwise specified. Payment must be by money order, certified (or cashier's) check, electronic payment (call for this option) or cash. Checks must be made payable to the Wisconsin Department of Natural Resources. Payment should be mailed or delivered to the Wisconsin Department of Natural Resources, 101 S Webster St, Madison, WI 53707.
- 13.0 **Sales Tax:** Sales are subject to 5.5% sales tax if applicable, or if a tax exempt number is provided. Proof of tax exemption must be provided upon request.
- 14.0 **Estimated Production:** Included are estimated weights of fish. The highly fluctuating nature of fish availability precludes an accurate estimate of the output. The BUYER agrees that no claim may be made against the DEPARTMENT or State of Wisconsin if the actual amount of fish made available to the BUYER, under the terms of this agreement, differ from that expected or anticipated by the contract.

- 15.0 **Description:** Removal of fish that are not meant for human consumption: This is a description of the process the DEPARTMENT has used to dispose of the surplus (waste) salmon carcasses at the Strawberry Creek Egg Collection Facility in Sturgeon Bay, WI, and the Besadny Anadromous Fisheries Facilities in Kewaunee, WI. For the last few years a buyer has removed the fish and they are referenced below in this description:
Live fish are euthanized, biological data is collected and after being spawned they are deposited into nearby leak proof containers (4'x4'x4' leak proof plastic tote, provided by the buyer). Food pantry suitable fish are put in separate containers and iced. When full, the non-pantry suitable (surplus or waste carcasses) containers are moved, by fork lift, to a holding area until the end of the day when they are loaded onto the Buyer's truck by fork lift operated by DNR certified staff, to be hauled by the Buyer employee's to their plant. On some days when only a smaller number of containers are filled the containers may be stored onsite in a secure area until the next processing day. Containers of waste fish carcasses are picked up at a minimum of once per week, more often if needed by the Department. Clean (no gravel on body) dead fish are counted by sex, recorded and also loaded into the Buyer's containers to be utilized by the Buyer.
- 16.0 **Labor and Equipment:**
a. The DEPARTMENT agrees to notify the Buyer a minimum of 24 hours prior to the availability of fish. The DEPARTMENT will provide an onsite supervisor for the harvest operation and other equipment it deems necessary for fish removal. The supervisor shall determine the number of removals per week.
b. The BUYER shall provide containers to hold, weigh, and carry the fish to purchase and vehicles for the transport of those fish.
- 17.0 **Cancellation:** The DEPARTMENT reserves the right to cancel any agreement(s) resulting from this Offer to Sell in whole or part without penalty due to "just cause" or non-compliance with Standard Terms and Conditions.
- 18.0 **Withdrawal:** BUYER may withdraw an offer which was made to the DEPARTMENT via phone, in person or in writing prior to the required due date and time.
- 19.0 **Disposition of Fish:** The BUYER shall submit written documentation with their bid indicating that their manufacturing process is sufficient to eliminate fish pathogens.
- 20.0 **Category Agreement:** The DEPARTMENT and the BUYER hereby agree and stipulate that the DEPARTMENT's on-site supervisor will determine which fish belong to each category (fit for human consumption or not fit for human consumption) and that decision is final as to any particular load of fish. It is understood and agreed between the DEPARTMENT and BUYER that any discrepancies with respect to number, poundage and/or category determination shall be resolved by the on-site supervisor or the supervisor's designated representative. Discrepancies are to be reported immediately

**WISCONSIN DEPARTMENT OF NATURAL RESOURCES
PURCHASING SERVICES**

STATE PROPERTY PURCHASE AGREEMENT

Offer to Sell Number: OFT-FISH- ## - #
Contact:
Ph:
Email:

Date: [DY/MO/YEAR]

This Agreement between the SELLER:

Wisconsin Department of Natural Resources
101 S Webster St.
Madison, WI 53707

and the BUYER:

Name:
Address:
Address:
Phone:

The parties agree as follows:

1. SELLER agrees to sell and BUYER agrees to purchase the fish listed below according to the Offer to Sell Standard Terms and Conditions and this Fish Purchase Agreement.

ITEM NO.	QTY	DESCRIPTION	PRICE
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2. PURCHASE PRICE:

Payment must be received within 5 days of obtaining fish or this agreement will be cancelled. Please send either a cashier's, electronic payment or certified check paid to the Wisconsin Department of Natural Resources for the total amount of sale \$_____. Add either 5.5% Wisconsin Sales tax (\$_____) [grand total = \$_____] or tax exemption number (see 13.0 standard terms and conditions) to:

Wisconsin Department of Natural Resources
101 S Webster St, Box 7921
Madison, WI 53707

3. AVAILABILITY OF STATE PROPERTY:

SELLER warrants the STATE PROPERTY will be available for shipment as described in this agreement. If BUYER does not remove state property as required in the offer to sell agreement, SELLER shall have the option to terminate this agreement and seek any remedy available, including but not limited to the following damages: the difference between the contract price and market price OR the difference between the contract price and resale price plus any lost profits and incidental damages to make award to next highest offer. After the payment has been received, the SELLER will contact BUYER to make arrangements for pick-up.

4. ADDITIONAL TERMS AND CONDITIONS:

The Offer to Sell form, Standard Terms and Conditions and also the Fish Purchase Agreement constitutes the entire Agreement between SELLER and BUYER with respect to the purchase and sale of the state property and no representation or statement contained herein shall be binding upon SELLER or BUYER as a warranty or otherwise unless in writing and executed by the party to be bound thereby.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin including but not limited to all matters of construction, validity, performance and enforcement.

This Agreement is subject to acceptance by BUYER and shall become effective on the date thereof.

Purchase Price is firm upon acceptance of the Purchase Agreement by the BUYER.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent the execution and delivery of this Agreement has been duly authorized by all necessary and appropriate corporate action and constitutes a valid, legal and binding Agreement enforceable in accordance with its terms.

SELLER:

BUYER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Offer to Sell to the Public



Title: Sale of surplus [species] eggs at [site, location, county], Wisconsin

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
OFT-EGGS- ## - #

**Bids in response to the Offer to Sell must be submitted
no later than [DATE] at 4 PM Central Standard Time**

For further information regarding this project contact:
[Fish Team Supervisor, Operations Supervisor, or delegate] at [phone number] or [email]

LATE BIDS WILL BE REJECTED

**Offer to Sell Fish Eggs – OFT-EGGS-##-#
Wisconsin DNR**

EXAMPLE FORM FROM 2014 - REPLACE DETAILS ON THIS PAGE, BUT THE STANDARD TERMS AND CONDITIONS ON THE FOLLOWING PAGES MAY NOT BE EDITED

Species of Fish: Salmon eggs (unfertilized, not live)

Human Consumption: Not Acceptable for human consumption

Location of fish eggs: Strawberry Creek Egg Collection Facility in Sturgeon Bay, WI (On Strawberry Avenue off of County Highway U, east of Sturgeon Bay and south of the ship canal in Door County) and the Buzz Besadny Anadromous Fisheries Facilities in Kewaunee, WI (3884 Ransom Moore Lane - off of County Highway F, west of Kewaunee, on the west bank of the Kewaunee River, Kewaunee County).

Time period and quantity: Fish will be processed and spawned ~ two times weekly, starting in early October through early December. Surplus salmon eggs range from 2,100 to 10,000 lbs. annually.

Method of Award: Award to be made based upon the highest bid price. If the highest bidder cannot accept the eggs the Department may offer it to the next highest bidder, etc. If no companies are available to harvest surplus eggs according to the schedule, the eggs will be left in the body cavity of the surplus fish. These fish will then be added to the carcass totes labeled as "not fit for human consumption".

Units: The unit of measure for this sale will be per pound. The eggs will be stripped into a five gallon pail provided by the Buyer. Once full, the pail will be weighed on a Department provided scale to achieve the total weight of eggs, minus the weight of the pail. The total weight of eggs will be tabulated daily.

Questions should be addressed to: John Komassa, (608)275-3315, john.komassa@wisconsin.gov

Type of sale	Species	Estimated Quantity Available	Unit price
Eggs Not For Human Consumption	Chinook and Coho Salmon	2,100 – 10,000 lbs.	\$ _____/Lb.

Bids are due at 9/26/2014 by 4PM Central Standard Time. By filling out and signing this document you are agreeing to the terms and conditions. (s. 29.709(4), Wis. Stats.)

NAME OF ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

682 Attachment B

CELL NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

Fax bid to (608) 275-3338 or e-mail it to: john.komassa@wisconsin.gov, attn: John Komassa

Wisconsin Department of Natural Resources
Standard Terms and Conditions
for Offer to Sell

1. CONTRACT CATEGORIES AND USE RESTRICTIONS: Operations under this contract shall be in recognition of the following category and restrictions indicated as to disposal of fish eggs contained within this category.

General Description: Fish eggs (surplus to DEPARTMENT needs) will be stripped by the BUYER under DEPARTMENT supervision and places in containers for pick up by the BUYER.

Uses: Use and disposition will be as prescribed by the Wisconsin Department of Agriculture, Trade, and Consumer Protection and the U.S. Food and Drug Administration regulation and will be determined by the condition and marketability of the eggs. Such determination will be the sole legal and ethical responsibility of the BUYER.
2. OFFER TO SELL: The Offer to Sell form must be signed by an authorized agent for the firm submitting the offer (BUYER) and submitted with the offer. Subsequent communications must reference this Offer to Sell number.
3. DISCLAIMER AND NOTICE:
 - a. The DEPARTMENT makes no guarantee, warranty, or representation expressed or implied of marketability or fitness of the fish eggs for any use or purpose. THE BUYER IS HEREBY GIVEN NOTICE THAT THE EGGS MAY NOT MEET FEDERAL AND STATE FOOD AND ANIMAL FEED REGULATIONS. THESE FISH EGGS ARE NOT FIT FOR HUMAN CONSUMPTION AND MAY NOT BE FIT FOR USE AS COMPONENTS IN ANIMAL FEED.
 - b. If the BUYER desires to market any portion of the fish eggs for any purpose which would depend upon the absence of contaminants, or the concentration of contaminants below a federal or state standard, then IT IS THE BUYER'S SOLE RESPONSIBILITY TO HAVE THE APPROPRIATE ANALYSES PERFORMED AT A LABORATORY APPROVED BY THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION TO ASCERTAIN IF SAID FISH EGGS ARE AT OR BELOW THOSE STANDARDS.
4. ESTIMATED PRODUCTION: Included are estimated weights of fish egg harvests for this year. The highly fluctuating nature of runs and fisheries precludes an accurate estimate of the output of eggs. The BUYER agrees that no claim may be made against the DEPARTMENT or State of Wisconsin if the actual amount of fish eggs made available to the BUYER, under the terms of this agreement, differ from that expected or anticipated by the contract.
5. LABOR AND EQUIPMENT:
 - a. The Department agrees to notify the BUYER a minimum of 24 hours prior to the commencement of fish removal operations. The DEPARTMENT will provide a supervisor for the harvest operation, an adequate scale for weighing the fish eggs, and other equipment it deems necessary for fish removal. The supervisor shall determine the number of removals per week.
 - b. The BUYER shall provide enough plastic pails, of approximately five gallon capacity, to hold, weigh and carry the excess eggs and vehicles for the transport of those eggs.
6. DEVIATIONS AND EXCEPTIONS: Any deviation from these Standard Terms and Conditions, from the specifications or any exceptions taken must be described fully and appended to the response. In the absence of any statement of deviations or exception, offers will be accepted as being in strict compliance with all terms, conditions, and specifications.
7. ASSIGNMENT: This contract may not be delegated or assigned without prior written consent of the DEPARTMENT.
8. DISPOSITION OF OFFER TO SELL: Offers will be opened and publicly read on the date and time shown on the Offer to Sell. Verbal information regarding offers will be available at the time the offers are opened. The only other time information will be available is after the award is made.
9. NOTICE OF AWARD: Only the successful BUYER(S) will be notified of each award made, advising that they have five working days to make payment.

10. QUANTITIES: The DEPARTMENT reserves the right to increase or decrease quantities or cancel this Offer to Sell in total.
11. ACCEPTANCE-REJECTION: The DEPARTMENT reserves the right to accept or reject all or part of the offer.
12. WITHDRAWAL: BUYER may withdraw an offer which was made to the DEPARTMENT via phone, in person or in writing prior to the required due date and time.
13. TERMINATION: This contract may be terminated by the DEPARTMENT at any time for breach of contract or upon seven (7) days notice.
14. CONTRACT DURATION/RENEWAL: This contract is binding on all parties concerned from the date it is signed by both parties. The DEPARTMENT, at its sole discretion, may extend the term of the contract.
15. RECORDS OF DISPOSITION: Written records in the English language shall be kept by the BUYER as to the disposition of all fish eggs for 3 years. Such records shall include, but need not be limited to, the name and address to whom contracted fish eggs are sold, the date of sale or shipment and the number of pounds of fish eggs sold. All such records shall be available to the DEPARTMENT for inspection and copying upon reasonable notice during normal business hours.
16. DATCP RULES: If applicable, the BUYER must follow all Wisconsin Department of Agriculture Trade and Consumer Protection rules and regulations related to fish farm registration and reporting (ATCP 10.61), use of bait fish from wild sources (ATCP 10.645), and fish health inspections (ATCP 10.655). If the BUYER is a Wisconsin-licensed bait dealer and using the eggs as bait, the BUYER must also follow all handling and reporting requirements under the license (s. 29.509, Wis. Stats.).
17. COMPENSATION: Offers to buy shall be firm for thirty (30) days from date of Offer to Sell opening, unless otherwise specified in the Offer to Sell by Wisconsin Department of Natural Resources Purchasing Services.
 - a. The DEPARTMENT shall receive as compensation for all services performed hereunder the net proceeds of all its sales of fish eggs actually collected and received by the BUYER.
 - b. The BUYER shall provide the DEPARTMENT a "per pound" payment for surplus fish eggs harvested within 5 days of the end of the spawning run.
 - c. The accepted bid is a firm price quotation for the complete year's availability of eggs as the location(s) listed in this Offer to Sell.
18. CLAIMS AGAINST THE PRODUCT: The BUYER agrees to save, keep harmless, defend and indemnify the State of Wisconsin, DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this contract or omissions of BUYER'S employees, agents, or representatives.
19. SPECIAL HANDLING REQUIREMENTS:
 - a. The BUYER shall handle all fish eggs made available in a manner that complies with standards set forth by the Wisconsin Department of Agriculture Trade and Consumer Protection.
 - b. The BUYER shall obtain a letter of approval from the Wisconsin Department of Agriculture Trade and Consumer Protection approving the handling (containers, ice, transportation, etc.) of the fish eggs. A copy of that letter shall be provided to the DEPARTMENT prior to any fish egg pickup.
 - c. It will be the BUYER'S exclusive responsibility to determine how the surplus fish eggs are processed and/or marketed, within the guidelines of the agreed upon categories, or otherwise disposed of after removal from the Egg Collection Facility. However, all waste, unsalvageable fish eggs are to be disposed of at any approved landfill, fertilizer processor, or rendering works. **THESE FISH EGGS ARE NOT FIT FOR HUMAN CONSUMPTION AND MAY NOT BE FIT FOR USE AS COMPONENTS IN ANIMAL FEED.**

**WISCONSIN DEPARTMENT OF NATURAL RESOURCES
PURCHASING SERVICES**

STATE PROPERTY PURCHASE AGREEMENT

Offer to Sell Number: OFT-EGGS-##-#

Contact:

Ph:

Email:

Date: DD/MM/YEAR

This Agreement between the SELLER:

Wisconsin Department of Natural Resources
101 S Webster St.
Madison, WI 53707

and the BUYER:

Name:
Address:
Address:
Phone:

The parties agree as follows:

1. SELLER agrees to sell and BUYER agrees to purchase the fish listed below according to the Offer to Sell Standard Terms and Conditions and this Fish Purchase Agreement.

ITEM NO.	QTY	DESCRIPTION	PRICE
-----------------	------------	--------------------	--------------

2. PURCHASE PRICE:

Payment must be received within 5 days of the end of the spawning run or this agreement will be cancelled. Please send either a cashier's, electronic payment or certified check paid to the Wisconsin Department of Natural Resources for the total amount of sale \$_____. Add either 5.5% Wisconsin Sales tax (\$_____) [grand total = \$_____] or tax exemption number to:

Wisconsin Department of Natural Resources
101 S Webster St, Box 7921
Madison, WI 53707

3. AVAILABILITY OF STATE PROPERTY:

SELLER warrants the STATE PROPERTY will be available for shipment as described in this agreement. If BUYER does not remove state property as required in the offer to sell agreement, SELLER shall have the option to terminate this agreement and seek any remedy available, including but not limited to the following damages: the difference between the contract price and market price OR the difference between the contract price and resale price plus any lost profits and incidental damages to make award to next highest offer. After the payment has been received, the SELLER will contact BUYER to make arrangements for pick-up.

4. ADDITIONAL TERMS AND CONDITIONS:

The Offer to Sell form, Standard Terms and Conditions and also the Fish Egg Purchase Agreement constitutes the entire Agreement between SELLER and BUYER with respect to the purchase and sale of the state property and no representation or statement contained herein shall be binding upon SELLER or BUYER as a warranty or otherwise unless in writing and executed by the party to be bound thereby.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin including but not limited to all matters of construction, validity, performance and enforcement.

This Agreement is subject to acceptance by BUYER and shall become effective on the date thereof.

Purchase Price is firm upon acceptance of the Purchase Agreement by the BUYER.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent the execution and delivery of this Agreement has been duly authorized by all necessary and appropriate corporate action and constitutes a valid, legal and binding Agreement enforceable in accordance with its terms.

SELLER:

BUYER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Expression of Interest (EOI) in accepting donated fish from the DNR



Title: Donation of [species] surplus carcasses at [site, location, county], Wisconsin

EOI # EOI-FISH- ## - #

Issued by:
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
EOI-FISH- ## - #

The response to the Expression of Interest must be submitted
no later than [DATE] [ex. May 1, 2015 by 4 PM Central Standard Time or March 1 for spring fish]

For further information regarding this project contact:
[Fish Team Supervisor, Operations Supervisor, or delegate] at [phone number] or [email]

**Expression of Interest (EOI) in accepting donated fish from the DNR – EOI-FISH-##-#
Wisconsin DNR**

EXAMPLE FORM FROM 2014 - REPLACE DETAILS ON THIS PAGE AS NEEDED

Species of Fish: Chinook and Coho salmon, Brown and Rainbow trout

Human Consumption: Acceptable for human consumption

Location of fish: Strawberry Creek Egg Collection Facility in Sturgeon Bay, WI (On Strawberry Avenue off of County Highway U, east of Sturgeon Bay and south of the ship canal in Door County), the Buzz Besadny Anadromous Fisheries Facilities in Kewaunee, WI (3884 Ransom Moore Lane - off of County Highway F, west of Kewaunee, on the west bank of the Kewaunee River, Kewaunee County), and Root River Steelhead Facility on the Root River, inside Lincoln Park, in Racine, Racine County, WI.

Description, Time period and quantity: Fish will be processed ~ two times weekly. Surplus carcasses range from 20,000 to 32,000 lbs. annually. Operations run from late September to early December at our Egg Collection Facilities in the fall. This time period primarily includes Chinook and Coho salmon and Brown trout. Operations run from mid-March to late April in the springtime while the steelhead (migrating rainbow trout) are spawning. These surplus fish carcasses are identified as fit for human consumption based on their overall length and general condition, utilizing the WDNR - Fish Consumption Advisories. For purposes of animal consumption, follow the WDNR – Fish Consumption Advisories and also consider species and age specific requirements for thiamine (vitamin B1) supplementation due to the presence of thiaminase in these surplus fish carcasses and eggs. These fish are processed and iced to preserve their condition. They will be available in the round, not cleaned or gutted, iced and placed in DNR leak proof plastic totes. Fish are generally made available 2 times weekly or as operations dictate.

Method of Award: The Department intends to have as many Nonprofit Organizations (Nonprofits) benefit from this donation of fish as possible. As such, the Department intends to try to meet the needs of all or most of the Nonprofits that express an interest in this project. There usually will be multiple days where fish are available and the Department will work with the interested Nonprofits to assign times to obtain fish that will work best for the Department and the Nonprofits.

Some Nonprofits will have a higher priority than others. The Department will approach the higher priority Nonprofits first when scheduling and assigning fish. The following method is used to determine priority: If two or more Nonprofits are interested then each Nonprofit will be assigned a number from one to the total number of Nonprofits with the number one being assigned to the alphabetically first Nonprofit and the remaining numbers being assigned alphabetically. The Department will use the random number generator found at Random.org. The Department will include the range from 1 to the total number of Nonprofits and the first number obtained will have the highest priority. Each new random number not already selected will determine the remainder of the priority list.

Nonprofits must be able to prove they are a 501-C tax exempt organization.

Questions should be addressed to: John Komassa, (608)275-3315, john.komassa@wisconsin.gov

Responses due at 9/26/2014 by 4 PM Central Standard Time. By filling out and signing this document you are agreeing to the terms and conditions of the Expression of Interest and the attached Memorandum of Understanding. (s. 29.709(4), Wis. Stats.)

NAME OF NONPROFIT: _____

NAME OF REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

CELL NUMBER: _____

682 Attachment C

FAX NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE OF REPRESENTATIVE: _____

NUMBER OR POUNDS OF FISH THAT YOU CAN HANDLE IN ONE DAY: _____

TOTAL NUMBER OR POUNDS OF FISH YOU ARE WILLING TO HANDLE: _____

Fax response to (608)275-3338 or e-mail it to: john.komassa@wisconsin.gov attn: John Komassa

MEMORADUM OF UNDERSTANDING FOR THE DONATION OF SURPLUS FISH FOR NONPROFIT ORGANIZATIONS

THIS MEMORANDUM of Understanding (Memorandum) is made by and entered into between the State of Wisconsin Department of Natural Resources (the Department) and **NONPROFIT ENTITY** (Nonprofit);

WHEREAS the Department has authority to dispose of fish pursuant to Wis. Stat. § 29.709(4);

WHEREAS the Department desires to provide organizations classified under 26 U.S.C. § 501(c) as not-for-profit with surplus fish carcasses that are generated from the Department operations and are deemed “fit for human consumption;”

WHEREAS the Nonprofit is a not-for-profit organization dedicated to feeding the hungry or providing wildlife rehabilitation and/or education;

THEREFORE, it is mutually understood and agreed upon by the parties that:

1. TERM. This agreement shall commence on the date all parties have signed this agreement and shall remain in effect until terminated by mutual agreement of the Parties.

2. PROVISION OF FISH. The Department shall make available [LIST SPECIES] carcasses for collection (pick up) by the Nonprofit at [LOCATION]. The Department shall contact the Nonprofit when carcasses are or will become available. The Department has the sole discretion to determine the number of fish which shall be made available to the Nonprofit, and reserves the right to divide available fish among multiple entities.

3. COLLECTION; TRANSPORTATION OF CARCASSES. The Nonprofit shall be responsible for picking up and transporting fish from [LOCATION]. The maximum amount of fish that the Nonprofit may collect shall be limited based on actual need of the Nonprofit and availability of carcasses, whichever is less. The Nonprofit shall be responsible for providing all equipment and personnel necessary to conduct the collection and transportation, except that upon request the Department may provide ice for use during transportation, as able. The Nonprofit shall transport fish in leak-proof containers.

4. PERMISSIBLE USES OF FISH. The Nonprofit may utilize the fish for feeding the hungry or providing food to animals at shelters or rehabilitation centers, but shall not sell, auction or utilize the fish for profit in any way.

5. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Wisconsin. The Nonprofit shall at all times comply with all federal, state, and local laws, ordinances and regulations in effect during the period of this agreement.

6. ASSIGNMENT. The Nonprofit may not assign, delegate, or subcontract this agreement, or any right or duty of the Nonprofit, in whole or in part, under this agreement without the written consent of the Department, except that the Nonprofit may use its employees and volunteers to conduct the collection and transportation activities.

7. AMENDMENTS. Any revisions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.

8. FITNESS OF FISH FOR CONSUMPTION. The Department makes no guarantee, warranty, or representation expressed or implied of fitness of the fish for any use or purpose. Categorization is only based upon general appearance at the time fish are made available for pickup. **THE NONPROFIT IS HEREBY GIVEN NOTICE THAT FISH MAY NOT MEET FEDERAL AND STATE FOOD AND ANIMAL FEED REGULATIONS.**

For purposes of animal consumption, follow the DNR - Fish Consumption Advisories and also consider species- and age-specific requirements for thiamine (vitamin B1) supplementation due to the presence of thiaminase in the surplus fish carcasses and eggs.

9. LIABILITY. The Department shall not be held responsible for any and all liability, claims and costs arising from use, including consumption, of the fish. Due to the fluctuating nature of the fishery populations and catch, the Nonprofit shall make no claim against the Department if the actual amount of carcasses made available under the terms of this agreement differ from that expected or anticipated by the Nonprofit or its beneficiaries.

10. TERMINATION. This agreement may be terminated by any of the parties at any time. Reasons for termination include but are not limited to violation of terms of this Memorandum.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

for Cathy Stepp, Secretary

Date

Nonprofit's Authorized Signatory

Date

For donations of fish fit for human consumption (species and sizes from waters with advice of 1 meal per month, 1 meal per week, or unrestricted):

Provide the following to the fish recipients along with a printout of consumption guidelines on the specific species, size range, and source water. The printout can be created using the online query tool at <http://dnr.wi.gov/topic/fishing/consumption/index.html> by choosing the county and then the advisory area or all other waters.

Fish are a good source of low fat protein, essential nutrients, and beneficial fatty acids so long as they are properly prepared and stored and eaten in moderation according to the advice below.

Fish that live in polluted waters accumulate chemicals that pose risks to your health if you eat too many. The Wisconsin Departments of Health Services and Natural Resources test fish for contaminant levels and provide advice on how many meals may be safely eaten to protect your health and the health of your children.

Please follow the guidelines below in addition to your normal good hygiene practices. Explain the eating guidelines to the recipients of the donated fish.

1. Trim fillets - Wash your hands and work surfaces before handling the fish. Rinse off fillet with cold clean water. Remove skin and fatty tissue. Rinse fillet again before cooking or wrapping.

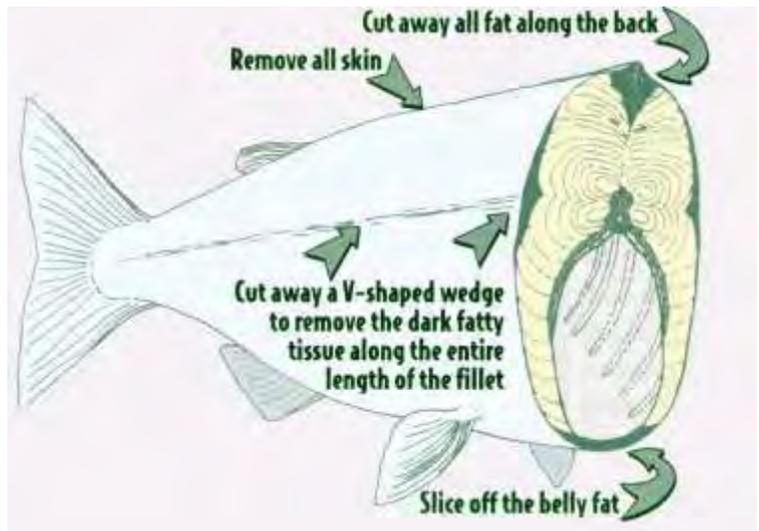
2. Store properly - Wrap and label with species name, meal advice (for example eat only once per week or once per month) and date. Refrigerate, freeze or cook.

3. Broil, grill, or bake - Let fat drip away. Do not use drippings in sauces or gravies.

4. Serve or donate - And explain advice to recipients who take fish home.

5. Keep meal size relative to your body weight -

- 5 ounces (151 grams) before cooking for a 100 pound person (45 kilograms)
- 8 ounces (227 grams) before cooking for a 150 pound person (68 kilograms)
- 11 ounces (303 grams) before cooking for a 200 pound person (91 kilograms)



For more information on fish consumption advice for other sizes and species of fish caught from Wisconsin waters, please see our website (<http://dnr.wi.gov/topic/Fishing/Consumption>) or call 608-267-7498. Fish consumption advisory booklets can also be obtained from your local DNR office.

