



The State of New Hampshire
Department of Environmental Services



Thomas S. Burack, Commissioner

June 9, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a five-year **SOLE SOURCE** contract with Tri-State Bird Rescue & Research, Inc. (Tri-State BRR) (Vendor Code 259091), Newark, Delaware, for oiled wildlife and bird rescue and rehabilitation, in the amount of \$180,000, effective upon Governor and Council approval to June 30, 2019. Funding is 100% Oil Pollution Control Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for Fiscal Years 2016-2019 is contingent upon the availability and continued appropriation of funds as follows:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>
03-44-44-444010-1400-102-507731	\$60,000	\$30,000	\$30,000	\$30,000	\$30,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services					

EXPLANATION

A **SOLE SOURCE** request is justified based on research completed by DES in 2013. Only a limited number of certified rehabilitators in the United States are capable of responding to oiled wildlife and training/staffing rehabilitation centers during a major coastal oil spill. Rehabilitators must be certified under the Occupational Safety and Health Administration (OSHA) 1910.120 rules to work in the area of an oil spill and to be able to provide this same OSHA training to volunteers as they arrive at a spill. DES research showed that Tri-State BRR is the only rehabilitation contractor on the east coast of the U.S. that possesses these qualifications, is familiar with the species in the New Hampshire area, and is able to meet the response timelines required for a timely response. Once this was determined, the RFQ was sent directly to Tri-State BRR. DES has contracted Tri-State BRR in the past for the same services and found their work to be of exemplary quality and their staff to be highly professional.

There are five active petroleum storage terminal facilities along the Piscataqua River in Newington and Portsmouth. These facilities have a total storage capacity of approximately 140-million gallons. Tanker vessels that deliver product to these facilities (approximately 750

million gallons per year) must navigate in a narrow river with a very strong tidal current. While relatively rare, spills have occurred in the past. Spills from these facilities or from vessels that travel on the river pose a threat to our coastal region, including the nearby estuaries. When petroleum spills occur in estuaries, wildlife can be seriously affected. The Great Bay estuary is New Hampshire's principal overwintering area for waterfowl and the bald eagle. Pursuant to its mission and authority under RSA 146-A, DES works with stakeholders in the coastal region to ensure that we are prepared to mount an effective response to any coastal spills that occur, including provision for containment and removal of oil, and any corrective measures deemed necessary, which may include oiled wildlife rescue and rehabilitation.

In 1990, Congress passed the Oil Pollution Control Act of 1990 (OPA 90) in response to the environmental damage caused by several major oil spills. OPA 90 charged the U.S. Coast Guard with the responsibility of preparing "Area" response plans for coastal oil spills. New Hampshire is included in the Maine-New Hampshire Area Contingency Plan. Pursuant to that plan, DES and the New Hampshire Fish and Game Department (F&G) work together to prepare and implement New Hampshire's Oiled Wildlife Contingency Plan, which was last updated in 2008.

The contract will include services related to selection of sites for bird and wildlife rehabilitation facilities, updating the State's Contingency Plan and operations manuals, resupplying vital rescue and cleaning items, training volunteers and agency personnel in the techniques and concepts of bird and wildlife rescue and rehabilitation, and participation in oil spill exercises. The contract will also secure the contractor's commitment to provide emergency response services for oiled wildlife rescue and rehabilitation in the event of a major coastal oil spill.

Based on the RFQ issued by DES on October 23, 2013, Tri-State provided statements of experiences and qualifications, and proposed costs and unit rates. DES has established a schedule and budget for completing Tasks 1 through 7 of the Tri-State BRR proposal dated December 9, 2013. The Tri-State BRR qualifications submission and cost proposal were evaluated by DES and met all requirements for experience, training, staffing and unit/lump sum costs. Exhibits B-1 and B-2 are included for clarifications on fees and costs.

This contract has been approved by the Department of Justice as to form, content, and execution. We respectfully request your approval.


Thomas Burack, Commissioner
Department of Environmental Services

Attachments

Subject: FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

FEB 13 2014

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">Dept. of Environmental Services</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">Tri-State Bird Rescue & Research, Inc.</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">110 Possum Hollow Road, Newark, DE 19711</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">(302) 737-7241</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">03-44-44-444010 - 1400-102</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">June 30, 2019</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$180,000.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Steven A. Croce, P.E.</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">(603) 271-2229</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">Katherine Smith, Executive Director</div>	
1.13 Acknowledgement: State of Delaware , County of New Castle On 2/10/14 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; padding: 2px;"></div> [Seal]		VINCENZIA S. CAPPELLA NOTARY PUBLIC, STATE OF DELAWARE MY COMMISSION EXPIRES JUNE 25, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px;">VINCENZIA S. CAPPELLA PB A</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</div>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 6-13-2014			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 10 Feb 2014

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICE

STATE OF NEW HAMPSHIRE DES CONTRACT FOR OILED-WILDLIFE RESCUE AND REHABILITATION

The Scope of Services shall be as described in the document "Request for Qualifications and Cost Proposal for Oiled-Wildlife and Bird Rescue and Rehabilitation, Training, and Preparedness Services, October 23, 2013, and is summarized below.

1. TASK 1: Wildlife and Bird Rehabilitation Facilities and related Supplies.
2. TASK 2: Operations Planning for each Rehabilitation Facility
3. TASK 3: Update the NH Oiled Wildlife Contingency Plan
4. TASK 4: Conduct Wildlife and Bird Rehabilitation and Other Training;
5. TASK 5: Meeting Attendance and Participation
6. TASK 6: Protocol Exercises and Oil Spill Exercises
7. TASK 7: Emergency Response Services

Tri-State BRR shall work with DES and F&G to schedule meetings, for training events, coordinate updates and changes to plans and manuals, and to participate in oil spill exercises. In the event of an actual oil spill, Tri-State BRR shall be notified and authorized to mobilize to a site in New Hampshire within 2 hours of notification, and shall be present on-site ready to conduct an assessment and/or response within 12 hours of notification.

The Tasks within the above Scope of Services may be verbally extended by the DES, if needed, and compensated by change order through Tri-State BRR.

EXHIBIT B

Contract Terms and Conditions

STATE OF NEW HAMPSHIRE **DES CONTRACT FOR OILED WILDLIFE RESCUE AND REHABILITATION**

- 1.0 The DES agrees to pay the Tri-State BRR for the comprehensive package of services and training as specified in the Tri-State BRR's pricing quotes listed in Appendix F: Proposed Costs section of the document entitled "Request for Qualifications and Cost Proposal for Oiled-Wildlife and Bird Rescue, Rehabilitation, Training, and Preparedness Services" dated December 9, 2013, as summarized below. The total amount of payments for services over the 5-year contract period shall not exceed \$180,000.
- Task 1a. Visit NH Rehab Facilities (Year 1) = \$700/day, plus travel costs.
 - 1b. Meet DES and F&G Staff to choose Rehab Facilities = \$450/mtg, plus travel costs.
 - 1c. DES authorize and Tri-State BRR purchase supplies = \$35- \$43.75/hr.
 - 1d. Tri-State to complete task work = \$35- \$43.75/hr.
 - Task 2a. Prepare and update Rehab Facility Operations Manuals = \$5,200/fac, plus expenses.
 - 2b. Tri-State to complete task work = \$31.25/hr., plus expenses.
 - Task 3a. Update, amend, and reproduce NH Contingency Plan = \$2,000, plus expenses.
 - 3b. Meet DES and F&G Staff to decide amendments = \$450/mtg, plus travel costs.
 - 3c. Maintain database: vendors, volunteers, & response staff = \$1,950 set-up, \$700/yr.
 - 3d. Optional annual meeting = \$450/mtg, plus travel costs.
 - Task 4a. Volunteer training sessions = \$4,275/session, plus expenses and travel costs.
 - 4b. Agencies training sessions = \$6,000/session, plus expenses and travel costs.
 - Task 5a. Attend annual ME/NH Area meeting = \$450/mtg, plus travel costs.
 - 5b. Optional presentation at meeting = \$300/mtg.
 - Task 6a. Conduct a full-day field exercise = \$2,200/ea plus travel costs and expenses per site.
 - 6b. Participate in agency oil spill exercise = \$5,000/ea plus travel and expenses.
 - Task 7a. Participate in an Oil Spill Assessment = \$3,057/day; and Response = \$6,502/day, plus personnel expenses for a team.
 - 7b. Provide documentation of oil spill event = \$2,000/rpt, plus expenses.
- 2.0 The amount of all payments made to Tri-State BRR by DES shall not exceed the amount set forth in this contract unless the terms of this contract are amended by DES and approved by the Governor and Council.

- 3.0 Travel, lodging, meals, and mileage expenses will be paid in accordance with NOTE A – Appendix F. (See Attachment B-1)
- 4.0 Tri-State BRR will submit invoices after tasks are completed throughout the project. Invoices will be reviewed for accuracy and applicable rates/lump sum costs by DES prior to approval. Payment for work under the Contract will be contingent upon DES approval of full or partial task invoices, and rates and fees as noted in Appendix F. (See Attachment B-2)
- 5.0 DES agrees to accept and pay invoices as submitted by Tri-State BRR no later than 60 days after the work is complete and approved, or after an invoice has been received at the Department’s business office, whichever is later.



Exhibit – B1

NOTE A – Per diem travel expenses will be billed at GSA rates. Accommodations will be billed at direct cost.

Estimated Travel Expenses (rates as of November 2013 – with 30 days' travel notice)

- Driving (1 – 4 people may be able to travel in one vehicle)
 - Miles charged at \$0.565/mile if Tri-State Vehicle is used
 - \$481.38 for Newark, DE to Portsmouth, NH (approximately 852 miles round trip)
 - \$586.47 for Newark, DE to Portland, Maine (approximately 1,038 miles round trip)
 - Rental car – Standard size vehicle
 - \$188.99/week
 - \$ 41.99/day
 - Gas will be charged at current rate of refueling location
- Alternate transportation (cost is per person)
 - Flights
 - Airfare to Manchester, NH: \$261.80/round trip
 - Airfare to Portland, ME: \$361.80/round trip
 - Airline fees: up to \$150.00
 - Travel to local airport (72 miles round trip): \$40.68
 - Parking at local airport: approximately \$12/day
 - NH standard size vehicle car rental (gas charged at rate of refueling location)
 - \$232.21/week
 - \$33.90/day
 - ME standard sized vehicle car rental (gas charged at rate of refueling location)
 - \$423.85/week
 - \$92.85/day
- Lodging
 - Holiday Inn – Portsmouth, NH
 - \$98.08/night (incl. taxes and fees)
 - Holiday Inn – Portland, ME
 - \$160.92/night (incl. taxes and fees)
- Meal and Incidentals – Charged at GSA (meals provided are prorated)
 - Generally charged at \$46.00 / day
 - Breakfast - \$7.00
 - Lunch - \$11.00
 - Dinner - \$23.00
 - Incidentals - \$5.00
 - M&IE may be charged at travel location prevailing rates
 - Portsmouth, NH: \$61.00
 - Portland, ME: \$56.00

NOTE B – Approved equipment and supplies will be billed at direct cost according to prevailing rates.



Exhibit – B2

WILDLIFE ASSESSMENT & RESPONSE FEES Valid through 12/31/2015

PERSONNEL

Category	Rate per day
Wildlife Response Manager	\$450
Wildlife Veterinarian	\$600
Administrative Coordinator	\$370
Wildlife Supervisor	\$400
Volunteer Coordinator	\$370
Wildlife Technician	\$325
Wildlife Assistant	\$200

Initial charge for Personnel rates will begin upon mobilization with a four (4) hour minimum.

For days following initial mobilization, employees will be prorated for the first four (4) hours of each day worked. Time worked beyond four (4) hours will be charged at the full-day rate.

Job descriptions of Personnel Categories are available upon request.

TRI-STATE FACILITY USE

If wildlife rehabilitation is performed at the Tri-State home facility in Newark, Delaware, then a Facility Fee will be incurred. A fee of \$750 per day will be incurred for use of all surgical and exam equipment, utility costs, all animal caging, aviaries and water enclosures. In addition, weekly oily waste water removal charges will be billed at cost.

VEHICLE RATES

Response truck, pickup with cap \$40/day + mileage at IRS standard rate
Bird Emergency Response Trailer \$30/day
Rental Vehicles At cost

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Personal Protective Equipment supplied by Tri-State, a daily fee of \$18 per person will be incurred.

PER DIEM

To be charged at GSA rates per day to cover meals and incidentals.

DAILY FEE

\$2,500 per day of Response is the fee for indirect costs for initial mobilization and assessment and when oiled wildlife is involved. During periods of limited observed impact on wildlife and for field surveys, this fee may be invoiced at the Assessment rate of \$1,500.

DIRECT RESPONSE COSTS

Direct response costs include all expenses associated with the response effort, including conducting wildlife field operations and establishing and maintaining a wildlife rehabilitation center. These costs include but are not limited to personnel, travel, lodging, meals, equipment and supplies, food for wildlife, medications, facility rental and setup, utilities, waste disposal, and vehicles. Direct expenses will be billed at cost.

EXHIBIT C

SPECIAL PROVISIONS

STATE OF NEW HAMPSHIRE **DES CONTRACT FOR OILED WILDLIFE RESCUE AND REHABILITATION, TRAINING** **AND PREPAREDNESS SERVICES**

For the purpose of Exhibit C the terms New Hampshire Department of Environmental Services (DES) and New Hampshire Fish and Game Department (F&G) will be synonymous with State. Amendments to sections contained in Exhibit C shall be as follows:

1. Section 20, Special Provisions will add the following section that will be identified as Sections 20.a and 20.b:

20.a ACTIVATION. This contract can be activated by the Chief, Spill Response and Complaint Investigation Section, New Hampshire Department of Environmental Services, or the Chief of Marine Fisheries Division, New Hampshire Fish & Game Department or their designees.

20.b ADJUSTMENTS TO BUDGET. Adjustments to budget line items may be authorized upon a mutual written agreement between Tri-State and the State. To facilitate scheduling of certain tasks, funds may be transferred between fiscal years providing the total budget of \$180,000 is not exceeded for the 5-year contract period

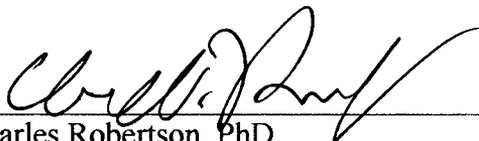


Promoting healthy populations of native wildlife

110 Possum Hollow Road, Newark, DE 19711 • (302) 737-9543 • fax (302) 737-9562 • www.tristatebird.org

STATEMENT OF AUTHORITY

Tri-State Bird Rescue & Research, Inc., certifies that Katherine E. Smith, Executive Director, is authorized to enter into agreements between the State of New Hampshire and Tri-State Bird Rescue & Research, Inc., for services that Tri-State Bird Rescue & Research, Inc., may render for New Hampshire and the DES.



Charles Robertson, PhD
President, Board of Directors

3/4/2014
Date

SWORN to and subscribed before me this 4th day of March 2014

Notary Public (Seal)

Teresa M. Clarke-Myers
NOTARY PUBLIC
STATE OF DELAWARE
Expires July 19, 2017

Signature: Teresa M. Clarke-Myers
My Commission Expires: July 19, 2017

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-STATE BIRD RESCUE AND RESEARCH, INC., a(n) Delaware nonprofit corporation, registered to do business in New Hampshire on March 10, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of March, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

TRIST-5

OP ID: BG

DATE (MM/DD/YYYY)

02/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New Castle Insurance, LTD. 621 Delaware Street New Castle, DE 19720 Brandon L. Grizzel	Phone: 302-328-6111 Fax: 302-322-3124	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tri-State Bird Rescue & Research, Inc. 110 Possum Hollow Rd Newark, DE 19711	INSURER A: Great American Insurance Co.		16691
	INSURER B: The Travelers Insurance Co.		27998
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PAC 1898773-03	10/01/2013	10/01/2014	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP 1898774-03	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		UMB 1898775-03	10/01/2013	10/01/2014	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6JUB-5B63819-0-12	10/01/2013	10/01/2014	WC STATUTORY LIMITS	
						OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

STATEON State of New Hampshire Dept of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brandon L. Grizzel
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