The State of New Hampshire
Department of Environmental Services
Robert R. Scott, Commissioner

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April 25, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Taylor & Mulder, Inc., Potomac, MD (Vendor Code #494696-B001), in the amount of $24,900 to perform actuarial services for the Oil Fund Disbursement Board, effective upon Governor and Council approval through September 30, 2024. 100% Oil Discharge and Disposal Cleanup Fund.

Funding is available in the account as follows.

	FY 2024
03-44-44-440010-1421-102-500731	$ 24,900

Department of Environmental Services, Oil Fund Board, Contracts for Program Services

EXPLANATION

Petroleum contamination is a risk to public health and the environment, and under RSA 146-A:3-a, any person who, without regard to fault, directly or indirectly causes or suffers the discharge of oil into or onto any surface water or groundwater of this state, or in a land area where oil will ultimately seep into any surface water or groundwater of the state in violation of this chapter, or rules adopted under this chapter, shall be strictly liable.

The Oil Discharge and Disposal Cleanup Fund (ODDCF), authorized by state statute RSA 146-D, is a secondary insurance fund for owners of petroleum storage facilities, owners of public and private water supplies, and owners of properties identified as a source of gasoline ether contamination, predominately methyl tertiary-butyl ether (MtBE). Typical insurance policies do not provide cleanup cost coverage; therefore, the ODDCF provides coverage so facility owners do not face significant and unplanned financial hardship. The Oil Pollution and Control Fund (OPCF), authorized by statute RSA 146-A, is the primary source of funding for NHDES spill response activities.

On July 1, 2025, the subparts of RSA 146-A:11-b that provide funding for ODDCF sunset, and new subparts become effective that result in the funding of OPCF only. This statutory sunset occurs every 10 years to prompt a review of the revenue required to implement RSA 146-D and to maintain the financial viability of ODDCF. To accomplish the oil import fee review and financial viability study, NHDES posted a request for proposal (RFP) on the NH Department of Administrative Services website for firms to place competitive bids for completing an actuarial study of the ODDCF and OPCF.

NHDES received three proposals that were reviewed and rated by a three-person evaluation committee. All bidders provided a detailed scope of work, staff resumes, and detailed description of the organization's actuarial experience as required in the RFP. Taylor and Mulder, Inc. and Pinnacle Actuarial Resources had the required knowledge and experience working on environmental issues with public entities, state and/or federal

environmental regulations, and environmental insurance; however, SL Financial did not provide documentation that they had experience with these requirements. The NHDES evaluation committee scored and ranked the firms as follows:

Firm Name	Points	Proposal Cost
Taylor & Mulder, Inc.	279	$24,900
Pinnacle Actuarial Services	232	$120,000
SL Financial	200	$25,000

Four criteria were used in the ranking process: 1) qualifications and experience with similar projects, 2) demonstrated understanding of project objectives and completeness of proposal in addressing all tasks, 3) project schedule, and 4) price proposal. The maximum score was 300 points. Taylor & Mulder, Inc. had the required experience, understanding of project objectives, and the most cost–effective pricing for the requested actuarial services.

This contract was approved by the Department of Justice as to form, content, and execution. In the event that the funds listed in the funding accounts table are no longer available, General Funds will not be requested to support this contract.

We respectfully request your approval.

Robert R. Scott, Commissioner

Attachments

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Taylor & Mulder, Inc.		1.4 Contractor Address 10508 Rivers Bend Lane Potomac, MD 20854	
1.5 Contractor Phone Number 301-365-4800	1.6 Account Unit and Class 03-44-44-440010-1421-102	1.7 Completion Date 9/30/2024	1.8 Price Limitation $24,900
1.9 Contracting Officer for State Agency Jennifer Marts		1.10 State Agency Telephone Number 603-271-2570	
1.11 Contractor Signature Date: 4/2/24		1.12 Name and Title of Contractor Signatory Daniel W. Lupton, Vice President	
1.13 State Agency Signature Date: 4/25/24		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Melissa Falles, AAG		On: 4/29/24	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DWL
Date 4/2/24

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials DWL
Date 4/2/24

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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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials DWL
Date 4/2/24

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14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Contractor Initials DWL
Date 4/2/24

EXHIBIT A
SPECIAL PROVISIONS

A. There are no special provisions for this Agreement.

EXHIBIT B
SCOPE OF SERVICES

STATE OF NEW HAMPSHIRE
NHDES CONTRACT FOR OIL DISCHARGE AND DISPOSAL CLEANUP FUND AND OIL POLLUTION AND CONTROL FUND ACTUARIAL STUDY

On July 1, 2025, the subparts of RSA 146-A:11-b that provide funding for the Oil Discharge and Disposal Cleanup Fund (ODDCF) sunset and new subparts become effective that result in the funding of Oil Pollution and Control Fund (OPCF) only. The Oil Fund Disbursement Board (OFDB), through NHDES, reviews historical ODDCF and OPCF data and revises the statute, if necessary, to reauthorize the funding of ODDCF through oil import fees.

To support the reauthorization review, Taylor & Mulder, Inc. will conduct an actuarial review of the oil import fee structure outlined in RSA 146-A:11-b, make recommendations for changes to the oil fee structure, and complete a financial viability analysis of the ODDCF established under RSA 146-D. Taylor & Mulder, Inc. will apply appropriate actuarial methodologies to develop the recommended oil fee structure changes. The results of this project will be presented in a report that shall include recommendations for the oil fee structure to maintain ODDCF and OPCF financial viability from July 1, 2025 until at least June 30, 2035.

The contractor shall:

1. Forecast future ODDCF spending, by project type, for the next 11 fiscal years using the following data sets provided by NHDES:

    a. Ten years of annual reimbursement claim activity including reimbursement to date by year and type of project (LUST, LAST, OPUF, FUEL, ETHER, MOST, SafeTank) through June 30, 2023, recognizing reimbursement funds were combined on July 1, 2016 and prior to this date there were spending caps on the individual project types.
    b. Ten years of annual program management and administrative costs to date by year through June 30, 2023.
    c. Annual budgeted costs by year through June 30, 2025. The budgeted costs are not fully expended each fiscal year, but sufficient funds need to be available for the budget appropriation.
    d. Site closures and new releases reported to date by year through June 30, 2023 and going back ten years.
    e. Cost estimates for future annual groundwater monitoring, remediation and investigation, and site closures as calculated by NHDES staff.
    f. Oil Discharge and Disposal Fund balance as of June 30, 2023.

2. Forecast future OPCF oil import fee allocation for the next 11 fiscal years using the following data sets provided by NHDES:

    a. Annual OPCF allocation, which has averaged $2.2 million per fiscal year. This amount has resulted in sufficient funds for the annual budget appropriation and to maintain a

STATE OF NEW HAMPSHIRE

NHDES : CONTRACT FOR OIL DISCHARGE AND DISPOSAL CLEANUP FUND

AND OIL PRODUCTION AND CONTROL FUND ACTUARIAL STUDY

EXHIBIT B

SCOPE OF SERVICES

minimum OPCF balance of $1.5 Million. This minimum balance represents the estimated cost of response efforts for the first three days of a major coastal oil spill.

b. Annual OPCF budgeted costs by year through June 30, 2025. The budgeted costs are not fully expended each fiscal year, but sufficient funds need to be available for the budgeted appropriation.
c. Annual OPCF actual costs by year through June 30, 2023.
d. OPCF balance as of June 30, 2023.

3. Forecast future oil import volumes for the next 11 years using a minimum of ten years of historical oil import volumes through June 30, 2023. Oil import volumes shall be broken out into four categories as stipulated in RSA 146-A:11-b:

   a. on-road and off-road gasoline and diesel fuel,
   b. fuel oil, diesel products, and used oil for on-premise heating,
   c. motor oil, and
   d. all other oil imported into this state.

4. Apply appropriate predictive analytical and actuarial techniques to propose oil import fee changes for the oil types outlined above using the forecasts generated in Items 1, 2 and 3 and taking into account the following:

   a. Annual oil import fee collection data through June 30, 2023 and going back ten years using current and historic fees (provided by NHDES).
   b. The predicated annual oil import volume and the projected annual reimbursements for each project type, so that the fees collected for each oil type are sufficient to reimburse the projected spending for the specific project type and cover the administrative costs and fixed deposit requirements.
   c. Oil import fees must be adequate, but not excessive, to fund the projected ODDCF and OPCF expenses and reimbursements.
   d. Assess and quantify risk. Identify, quantify, and analyze the existing and emerging risks and uncertainties that will potentially impact the ODDCF (e.g., electric vehicle use, reduction in number of OPUF tanks) over the next 11 years. Complete a risk evaluation on the financial impact of current and future economic, political, legal and social trends and factor these insights into the development of recommended oil import fee changes for each oil type.
   e. $125,000 of fees paid in each fiscal year into the State of New Hampshire General Fund.

EXHIBIT C
PAYMENT SCHEDULE

Invoices shall be submitted to NHDES for payment no more than once per calendar month. The invoice shall only include expenses incurred, with a not-to-exceed total per deliverable as specified in the contract budget table below. The invoice shall be accompanied by supporting documentation to substantiate all costs. Payments shall be made by NHDES within 30 days of invoice receipt and approval.

Payments shall be made for the services stated in Exhibit B and in accordance with the following contract budget:

Performance Measure	Deliverable	Payment Amount
The Contractor will: • Review the current import fee structure, make recommendation for changes to the fee amounts, and perform a financial viability study of the ODDCF using the recommended fee structure. • Remotely meet with agency staff bi-weekly to discuss progress. • Prepare a draft report and recommendations.	• Draft Report and recommendations • Notes from bi-weekly meetings	$20,800
The Contractor will: • Present draft report at remote review meeting with agency staff.	• Notes from review meeting	$950
The Contractor will: • Prepare and submit to agency a Final Report. • Prepare and present the findings and recommendations to agency staff and Oil Fund Disbursement Board.	• Final Report – (1) electronic copy • Virtual presentation • Materials used in presentation in electronic file format (e.g., PowerPoint slides, etc.)	$3,150 (Final payment must be at least 10% of total contract amount)
	Total:	$24,900

Changes to the Scope of Services require NHDES approval in advance. All work must be completed and all invoices must be submitted to NHDES by the completion date listed on the agreement (Section 1.7).

Contractor Initials: DWL
Date: 4/2/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TAYLOR & MULDER, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on April 05, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **958979**

Certificate Number : **0006664530**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **5th** day of **April** A.D. **2024.**

David M. Scanlan

Secretary of State

Certificate of Authority *(Corporation)*

Corporate Resolution

I, Evelyn Toni Mulder, **hereby certify** that I am duly elected Officer of
(Name)
Taylor & Mulder, Inc. . I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 1, 2024,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Daniel Lupton, Vice President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Taylor & Mulder, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 4/10/2024 **ATTEST:** Evelyn Toni Mulder
(Name & Title)
President

ACKNOWLEDGMENT OF A RECORD

State of Maryland

County of Maryland

This record was acknowledged before me on the 10th day of April, 2024

by Schekeeb Sidiqi.

(name of the person making the acknowledgment)

SCHEKEEB SIDIQI
Notary Public - State of Maryland
Montgomery County
My Commission Expires Aug 3, 2027

[affix notary stamp]

Sidiqi

Signature of notarial officer

Notary Public

Title of the notarial officer

My commission expires: 08/03/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

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 have ADDITIONAL INSURED provisions or 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
BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: customerservice@biBERK.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkshire Hathaway Direct Insurance Company	10391
INSURER B: Wellfleet Insurance Company	32280
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Taylor & Mulder, Inc.

10508 Rivers Bend Ln
Potomac, MD 20854-1239

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			N9BP669390	07/10/2023	07/10/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			N9UM891141	07/10/2023	07/10/2024	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC073584	01/28/2024	01/28/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL692164	07/30/2023	07/30/2024	Per Occurrence/ Aggregate	$3,000,000/ $3,000,000

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

Exclusions:
Evelyn Mulder; Daniel Lupton; Bobby Jaegers;

CERTIFICATE HOLDER

State of New Hampshire Jennifer A. Marts, P.G., Supervisor Fund Management Section Oil Remediation and Compliance Bureau NH Department of Environmental Services, Fund Management Section, Oil Remediation and Compliance Bureau
PO Box 95
Concord, NH 03302-0095

CANCELLATION

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

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

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.

PRODUCER

BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): (844) 472-0967 FAX (A/C, No): (203) 654-3613
E-MAIL ADDRESS: salessupport@biberk.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Compai	541611
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Taylor & Mulder, Inc.
10508 Rivers Bend Ln
Potomac, MD 20854-1239

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 10508 Rivers Bend LnPotomac, MD 20854-1239
Bldg #001: Consultants - All Other - 4167702

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING 250 BROAD / CONTENTS X SPECIAL EARTHQUAKE WIND FLOOD	N9BP669390	07/10/2023	07/10/2024	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ 0 $ 0 $ * $ * $ $ n/a $ n/a $ n/a
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* ALS up to 12 months.

CERTIFICATE HOLDER

State of New Hampshire Jennifer A. Marts, P.G., Supervisor Fund Management Section Oil Remediation and Compliance Bureau NH Department of Environmental Services, Fund Management Section, Oil Remediation and Compliance Bureau
PO Box 95
Concord, NH 03302-0095

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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		
BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:	
	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURED Taylor & Mulder, Inc. 10508 Rivers Bend Ln Potomac, MD 20854-1239	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			N9BP669390	07/10/2023	07/10/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

CERTIFICATE HOLDER	CANCELLATION
Taylor & Mulder, Inc. 10508 Rivers Bend Ln Potomac, MD 20854-1239	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

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2024

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PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Wellfleet Insurance Company	32280
INSURED Taylor & Mulder, Inc. 10508 Rivers Bend Lane Potomac, MD 20854	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 0
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC073584	01/28/2024	01/28/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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Evelyn Mulder; Daniel Lupton; Bobby Jaegers;

CERTIFICATE HOLDER

Taylor & Mulder, Inc.
10508 Rivers Bend Lane
Potomac, MD 20854

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: customerservice@biBERK.com

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INSURED
Taylor & Mulder, Inc.

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Potomac, MD 20854

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

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	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 0
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		N9WC073584	01/28/2024	01/28/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

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CERTIFICATE HOLDER

Taylor & Mulder, Inc.
10508 Rivers Bend Lane
Potomac, MD 20854

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AUTHORIZED REPRESENTATIVE

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ATTACHMENT A

NH OIL DISCHARGE AND DISPOSAL CLEANUP FUND AND OIL POLLUTION AND CONTROL FUND ACTUARIAL STUDY - PRICING PROPOSAL RANKING

Fund and Oil Pollution and Control Fund Actuarial Study	**Total Possible Points**	**SL Financial**	**Pinnacle**	**Taylor and Mulder**
Qualifications and Eperience with similar projects	20	**25**	**59**	**57**
Demonstrated understaning of project objectives and completeness of proposal in addressing all tasks	30	**30**	**73**	**74**
Proposed project schedule, with ability and commitment to complete the project by August 1, 2024	30	**85**	**90**	**85**
Price Proposal	20	**60**	**10**	**60**
Total		**200**	**232**	**276**

DES EVALUATION TEAM

Robert Bishop	ORCB Administrator	35+ Years Experience
Jennifer Marts, P.G.	Fund Management Supervisor	35+ Years Experience
Erik Paddleford	ORCB Project Manager	25+ Years Experience