New Hampshire
Fish and Game Department

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Stephanie L. Simek, Ph.D.
Executive Director

47A

August 18, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Moonrise Ecological Services (MES), Limington, ME (VC 548572) in the amount of $36,500 to implement bat surveys from the date of Governor and Council approval through December 31, 2026. 100% Federal Funds.

Funding is available for this contract as follows:

**03-75-75-751520-2125 WILDLIFE PROGRAM – Non-Game Species Management**

| | FY26 | FY27 |
|---|---|---|
| 20-07500-21250000-304-504067 Research and Management | $35,500 | $1,000 |

## EXPLANATION

The purpose of the contract is to investigate whether bats use talus slopes and rock faces for winter hibernation in New Hampshire and the importance of these non-traditional hibernacula to Myotis bats. Work includes implementation of an acoustic survey protocol using acoustic recorders, and where feasible bats will be captured for both identification and potentially tracking to learn more about their winter habitat use. The project will inform habitat conservation for priority bat species in New Hampshire.

The contractor for this work was selected through a Request for Proposals submission and subsequent ranking evaluation. A Request for Proposals was advertised on March 14, 2025 (RFP F&G 2025-05). Three proposals were received prior to the closing date. The proposals were evaluated based on set criteria (enclosed). MES was the selected candidate based on the ranking evaluation including providing the lowest cost per survey.

Respectfully submitted,

Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte
Business Division

**Investigation of the importance of talus slopes and rock faces to bats during the critical hibernation time in New Hampshire.**

**RFP F&G 2025-05**

Reviewed by: Sandra Houghton, NHFG Wildlife Diversity Biologist

Post Date:March 14, 2025 Post Closing: April 07, 2025

| | Environmental Solutions & Innovations, Inc. | Moonrise Ecological Services | Volant EcoServices, LLC |
|---|---|---|---|
| Qualifications (25 pts) | 25 | 25 | 25 |
| Knowledge of Specific Species of Interest (25 pts) | 25 | 25 | 18 |
| Availability (25 pts) | 25 | 25 | 25 |
| Cost per Survey (25 pts max) | 20 | 25 | 25 |
| | 5-8 acoustic sites; 4-8 capture nights | 8-10 acoustic sites; 10 capture nights | 8 acoustic sites; 8 or more capture nights |
| **TOTAL SCORE** | **95** | **100** | **93** |
| | | | |
| total proposal cost (score based on cost per survey with total cost not to exceed $36,500) | $36,500 | $36,490 | $35,052 |

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<br>NH Fish and Game | | 1.2 State Agency Address<br>11 Hazen Drive, Concord, NH 03301 | |
| 1.3 Contractor Name<br>Moonrise Ecological Services | | 1.4 Contractor Address<br>10 Roadking Alley, Limington, ME 04049 | |
| 1.5 Contractor Phone Number<br>207-491-4707 | 1.6 Account Unit and Class<br>20-07500-21250000-304-504067 | 1.7 Completion Date<br>12/31/2026 | 1.8 Price Limitation<br>$36,500.00 |
| 1.9 Contracting Officer for State Agency<br>Stephanie Simek, Executive Director | | 1.10 State Agency Telephone Number<br>603-271-2461 | |
| 1.11 Contractor Signature<br>Date: 8/12/25 | | 1.12 Name and Title of Contractor Signatory<br>David Yates / Moonrise Ecological Services | |
| 1.13 State Agency Signature<br>Date: 8/27/25 | | 1.14 Name and Title of State Agency Signatory<br>Stephanie Simek, Executive Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By | | On: 8/28/25 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



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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.



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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.



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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.



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## EXHIBIT A
## SPECIAL PROVISIONS

This contract is funded by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. All Federal laws, regulations, and award terms and conditions applicable to Department of the Interior award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Contract. The contractor and any sub-contractors must comply with federal regulation and the provisions attached to this contract in Exhibit D, as applicable.

## EXHIBIT B
## SCOPE OF SERVICES

Investigation of the importance of talus slopes and rock faces to bats during the critical hibernation time in New Hampshire.

Moonrise Ecological Services (MES) will conduct bat acoustic and capture surveys at talus slopes and rock face habitats throughout New Hampshire. The objective is to investigate whether bats use talus slopes and rock faces for winter hibernation in New Hampshire and the importance of these non-traditional hibernacula to Myotis bats. Work includes implementation of an acoustic survey protocol using acoustic recorders, and where feasible bats will be captured for both identification and potentially tracking to learn more about their winter habitat use. The project will inform habitat conservation for priority bat species in New Hampshire.

**Study Sites**: Survey of 8-10 sites selected based on GIS analysis incorporating existing research, information from experts, and input from the US Fish and Wildlife Service New England Field Office. During the summer and fall of 2025 potential survey sites will be visited by the NHFG Biologist, and the contractor as feasible, to confirm the habitat type, determine access and feasibility.

Scope of Work:

**Task 1: Acoustic Protocol and Survey Framework**
MES will assist NHFG's biologist to develop a comprehensive acoustic monitoring protocol informed by existing research and extensive field experience. The protocol will provide a framework to prioritize talus slope and rock face habitats for acoustic surveys. Up to ten survey sites will be selected.

**Task 2: Acoustic Surveys and Data Analysis**
MES will conduct acoustic surveys at 8-10 sites selected in Task 1. Acoustic detectors, equipped with solar and long-term batteries, will be deployed from December 2025 through February 2026. Detectors will be checked at least once over the winter to ensure they are functioning. Acoustic data will be analyzed using USFWS-approved software by April 2026.

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**Task 3: Capture and Tracking Surveys**
In 2026 following acoustic survey results, targeted mist netting and harp trapping will be conducted during spring emergence (April-May) and/or fall swarming (October- November) at priority sites that show positive results from acoustic study (Task 2). For at least 10 nights in the spring and/or fall two biologists will capture and track bats. Captured bats will be banded, morphometric data collected, and their health assessed (including WNS-related damage). Transmitters will be applied, and an airplane will be ready to track during migration as weather permits. Radio tracking of captured bats is to identify specific habitat use and roosting sites. Surveys will strictly adhere to the USFWS' Range-wide Bat Survey Guidelines with the exception of temperature restrictions to be able to track in the spring/fall.

Equipment and Supplies: Mist nets, telemetry equipment, acoustic gear, transmitters, capture gear, and time will etc. be provided in kind from MES during the study.

**Schedule:**
**August 2025-November 2025**– Assist the development of acoustic survey protocol and prioritize sites to survey.
**November 2025-March 2026**– Implement acoustic survey protocol at 8-10 talus slope or rock face habitats.
**March 2026** - Analyze acoustic data (auto classify and manually vet)
**April- May 2026 and/or October-November 2026**– conduct spring and/or fall trapping at sites where acoustic results indicates possible bat winter use and apply transmitters to follow migration.
**December 2026**– Deliverables will be submitted to NHFG.

**Deliverables:** (1) Data sheets including habitat and survey data collected from each site; (2) A completed Excel spreadsheet of all habitat and survey data; (3) A written report of qualitative observations, identified roost sites and habitat characteristics with recommendations for future conservation actions.

## EXHIBIT C
## METHOD OF PAYMENT

**Project Budget:** $36,500.00 (not-to-exceed). Labor includes acoustic surveys (60 hours x two biologist), acoustic analysis and data management (40 hours), capture and tracking surveys (80 hours x two biologist), project reporting and management (50 hours). Direct expenses support field travel. Contractor will provide required equipment for this project. No funds will be provided for use of equipment. The budget is itemized as follows:

Labor
160-190 hours lead bat biologist bat lead @ $100/hr = $16,000- 19,000 (project total not to exceed 36,500; additional hours will be provided in-kind)
180 hours wildlife biologist @ $40/hr = $7,200
**Total Estimated Labor = $23,210**

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Direct Expenses
Vehicle usage (rental and fuel) for 16 days= $2,600
$50 Per Diem for 16 Days for 2 biologists (32 days) = $1,600
$120 for lodging for 16 nights for 2 biologists (32 nights) = $3,840
Tracking Airplane for 15 hours ($350 per hour)= $5,250
**Total Estimated Direct Expenses = $13,290**

## EXHIBIT D
## FEDERAL FUNDING INFORMATION AND COMPLIANCES

This contract is funded by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and any sub-contractors must comply with federal regulation and the provisions below, as applicable.

A. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 CFR 200.321 the contractor must take all necessary affirmative steps listed in (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible if any subcontracts will be used. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

B. DOMESTIC PREFERENCES FOR PROCUREMENTS

In accordance with 2 CFR 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials

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produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

C. PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Consolidated Recovered Materials Advisory Notices (RMANs) for the Comprehensive Procurement Guidelines (CPG) can be found on the EPA website at https://www.epa.gov/

D. INCREASING SEAT BELT USE IN THE UNITED STATES

In accordance with Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

E. REDUCING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

F. DEBARMENT AND SUSPENSION

A contract award (see 2 CFR 180.220) cannot be made to parties listed on the System for Award Management (SAM) government-wide exclusions list in accordance with 2 CFR 180, which implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions list the names of parties

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debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions
By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

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MOONRISE ECOLOGICAL SERVICES

CERTIFICATE OF AUTHORITY

**I , David Yates, hereby certify** that I am duly elected Clerk/Secretary/Officer of
*(Name)*
Moonrise Ecological Services, 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 8/14 , 2025 ,

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

**VOTED:** That David Yates (President) (may list more than one person) is
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

Moonrise Ecological Services 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:** 8/15/25 **ATTEST:** (President)
(Name & Title)

Patricia M Ramsdell
Notary Public - Maine
My Commission Expires
03/09/2031

Patricia M Ramsdell 08/15/2025

## MOONRISE ECOLOGICAL SERVICES, INC.

## UNANIMOUS WRITTEN CONSENT OF SHAREHOLDERS AND DIRECTORS WITHOUT A MEETING

Pursuant to 13-C M.R.S.A., Section 704 and Section 822, the undersigned, being all of the shareholders and directors of **MOONRISE ECOLOGICAL SERVICES, INC.** (the "Corporation"), hereby consent to the taking of and hereby take the following actions, without actually holding a meeting, such actions being stated in the form of, and to be as fully effective as if taken by unanimous resolution or resolutions of the Shareholders and of the Board of Directors of said corporation at a meeting thereof duly called and held on the date hereof at which they were present and acting throughout.

**VOTED:** That David Yates, President and Treasurer is duly authorized to enter into contracts or agreements on behalf of the Corporation with the State of New Hampshire and any of its agencies or departments, and is further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

**VOTED:** That the above resolution shall remain effective until the later of (a) 30 days after the date hereof, or (b) the date on which the shareholders and directors revoke the same.

Dated; August 14, 2025.

David Yates, Sole Shareholder
and Sole Director

https://optlaw.sharepoint.com/sites/FileShare/Shared Documents/LAWOFFICE/Realty/Yates, David/Resolutions re. NH Contracts.doc

# 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 MOONRISE ECOLOGICAL SERVICES, INC is a Maine Profit Corporation registered to transact business in New Hampshire on July 28, 2025. 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: **997345**

Certificate Number : **0007250587**

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 **July** A.D. **2025.**

David M. Scanlan

Secretary of State

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2025

**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
Cross Insurance-Portland
2331 Congress Street
Portland ME 04102

CONTACT NAME: Agency Accounts
PHONE (A/C, No, Ext): (207) 780-1677 FAX (A/C, No): (207) 780-6377
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Crum & Forster Specialty Ins Co | 44520 |
| INSURER B : | Concord General Mutual Ins Co | 20672 |
| INSURER C : | Maine Employers Mutual Ins Co | 11149 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

INSURED
Moonrise Ecological Services, Inc.
10 Roadking Aly
Limington ME 04049

**COVERAGES** **CERTIFICATE NUMBER:** CL255914494 **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<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY / PRO-JECT / LOC<br>OTHER: | | | EPK-151015 | 02/07/2025 | 02/07/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Contractor's Pollution | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / X SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | 20051551 | 05/12/2025 | 05/12/2026 | ~~COMBINED SINGLE LIMIT~~ (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Pollution Liability | $ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 1810127615 | 05/15/2025 | 05/15/2026 | X PER STATUTE / OTH-ER | |
| | | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Pollution Liability<br>Error & Omissions | | | EPK-151015 | 02/07/2025 | 02/07/2026 | | 1,000,000<br>1,000,000 |

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

**CERTIFICATE HOLDER**

NH Fish and Game Department Nongame and Endangered Wildlife
11 Hazen Dr
Concord NH 03301

**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
Jennifer Ferrante

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