

# New Hampshire Fish and Game Department

894W

**HEADQUARTERS:** 11 Hazen Drive, Concord, NH 03301-6500 (603) 271-3421 FAX (603) 271-1438

www.WildNH.com e-mail: info@wildlife.nh.gov TDD Access: Relay NH 1-800-735-2964

March 13, 2013

Her Excellency, Governor Margaret Wood Hassan And the Honorable Council State House Concord, New Hampshire 03301

# Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a no cost amended Agreement with Research Triangle Institute (Vendor Code 171105), Research Triangle Park, NC for collection of information on catch by marine recreational anglers that was previously approved by Governor and Council on September 19, 2012 (item #81). The amendment to the Agreement clarifies that RTI will directly reimburse New Hampshire Fish and Game Department employees for travel costs they personally incurred for travel to meetings required under the agreement, effective upon Governor and Council approval; all other terms and conditions remain unchanged.

# **Explanation**

For 2012, the National Marine Fisheries Service contracted with Research Triangle Institute (RTI) to conduct the field intercepts of the Marine Recreational Information Program along the Atlantic Coast. New Hampshire Fish and Game Department was subcontracted by RTI to conduct the field intercepts in New Hampshire via the previously approved Agreement.

The amendment to the Agreement simply clarifies that RTI will directly reimburse New Hampshire Fish and Game Department employees for travel costs they personally incurred for travel to meetings required under the agreement. In addition, since all work under this agreement has been completed, the exact amount RTI will pay New Hampshire Fish and Game for the work is now known and is reflected in the amended agreement.

Respectfully Submitted,

Glenn Normandeau Executive Director

REGION 1
629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2 PO Box 417

PO Box 417 New Hampton, NH 03256 (603) 744-5470 FAX (603) 744-6302 email: reg2@wildlife.nh.gov Kathy Ann LaBonte Chief, Business Division

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

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RTI PO Box 12194, 3040 Cornwallis Road Research Triangle Park, NC 27709-2194



# Subcontract Number 4-312-0213310 Modification Number 1

Subcontractor Information	Subcontract Information	
New Hampshire Fish and Game Department 225 Main St.	Subcontract Amount	\$24,698.28
Durham, NH 03824	Funded Amount	\$24,698.28
	Period of Performance	03/25/2012 to 01/31/2013
	Subcontract Type	Fixed Rates
	Effective Date of Mod	2/5/2013

# **Description of Modification:**

X See Attachment

**Subcontractor Personnel:** 

This modification performs the following:

- Reduces the subcontract ceiling and funded amounts to \$24,698.28; and
- Revises SCR 1. Type of Subcontract/Funding to allow for reimbursements to be made directly to state employees for travel expenses.

EXCEPT AS MC	DIFIED BY THIS	S AND ANY	PRIOR MODIFI	CATIONS, ALL	TERMS A	ND
CONDITIONS	S OF THE SUBC	CONTRACT	REMAIN IN FUL	L FORCE AND	EFFECT.	

**RTI Personnel:** 

Administrative Contact: Glenn Normandeau 603-271-3511	Subcontract Specialist: Kevin Monkhouse 919-541-6048				
Project Manager: Kevin Sullivan 603-868-1095	Project Manager: Sue Pedrazzani 919-541-6744, x6744				
Signature:	Signature:				
Typed Name: Glenn Normandeau	Typed Name: Kevin Monkhouse				
Title: Executive Director	Title: Subcontract Specialist				
Date: 4/2//3	Date: 3/4/13				
	REV 02/2002				

## SCR 1. Type of Subcontract/Funding is deleted in its entirety and replaced with the following:

- A. This is a Multiple Type Subcontract consisting of two (2) components: Fixed Rates and Cost Reimbursement. The total ceiling price for all work being performed under this Subcontract shall not exceed \$24,698.28. Subcontractor agrees to use its best efforts to perform all work and obligations under this Subcontract within the Subcontract ceiling.
- B. Subcontractor shall utilize the fixed rates as set forth below. These fixed rates include the Subcontractor's direct wages, taxes, fringe, indirect costs, general and administrative cost, and profit. Subcontractor shall perform the work set forth in Appendix E and invoice RTI for the actual work performed by Subcontractor employees utilizing the fixed rates set forth below:

TABLE 1: Unit Prices if Additional Sample Purchased in Shore and Private/Rental modes

Mode	Wave 2	Wave 3	Wave 4	Wave 5
Shore	\$42.00	\$32.00	\$27.00	\$45.00
Private/Rental Boat	\$42.00	\$32.00	\$30.00	\$38.00
Charter Boat	\$43.00	\$27.00	\$26.00	\$29.00
Head Boat (Boat Trips)	\$450.00	\$450.00	\$450.00	\$450.00

Table: NEW HAMPSHIRE MRIP Estimated NMFS Sample Allocations - 2012

Fishing Mode		Wave			ANNUAL	
		2*	3	4	5	
Shore	NMFS Base	0	43	52	37	132
	State add on	0	129	156	111	396
	Total	0	172	208	148	528
Private/Rental Boat	NMFS Base	0	52	80	44	176
	State add on	0	156	240	132	528
	Total	0	208	320	176	704
Charter Boat	NMFS Base	0	47	47	46	140
	State add on	0	0	0	0	0
	Total	0	47	47	46	140
Totals	NMFS Base	0	142	179	127	448
	State add on	0	285	396	243	924
	Grand* Total	0	427	575	370	1372
Head Boat*	NMFS Base	1	6	8	6	21
	State add on	2	0	0	0	2
	Total	1	6	8	6	23

<sup>\*</sup> Additional sample allocated for Atlantic Coast Cooperative Statistics Program (ACCSP) is included for Wave 2 and NHFG will be reimbursed by RTI at the same unit prices as for the base NMFS sample.

C. A cost reimbursement pass-through component is made available to cover travel expenses in a not-to-exceed amount of **\$866.78**. Any travel costs in excess of the not-to-exceed amount of \$866.78 will be deducted from the funds paid to the State of New Hampshire as defined by this agreement. Travel shall not be undertaken without the prior written approval of the RTI Project Manager.

Subcontractor's employees shall invoice RTI monthly for pass-through travel costs actually incurred without burdens or fee. RTI agrees to reimburse Subcontractor's employees directly for their travel expenses to Wave Meetings under this Subcontract. The total cost of Subcontractor employee travel will not exceed the amounts listed below for each individual. Subcontractor will be responsible for any inappropriate, inaccurate, or unauthorized travel reimbursement made by RTI due to inaccurate or misreporting of travel expenses by Subcontractor's employees working under this Subcontract. Subcontractor is also responsible for reviewing and approving all invoices submitted to RTI for travel expenses to determine that all expenses are in accordance with

	<u>Employee</u>	Allowable Reimbursement for Travel to Wave Meetings
	Kevin Sullivan	\$571.73
	Rebecca Heuss	\$295.05
D.	The Subcontract is funded in the amount beyond the funded amount stipulated in	unt of \$24,698.28. RTI shall bear no legal liability or financial obligation n this paragraph.
API	PROVED BY ATTORNEY GENERAL	OF NEW HAMPSHIRE FOR FORM, SUBSTANCE AND EXECUTION
Ву	Auf	Date: 4-4-13
App	proved by the Governor and	Council
Ву:		Date:

the terms of this Subcontract.

# 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 RESEARCH TRIANGLE INSTITUTE, a(n) North Carolina nonprofit corporation, registered to do business in New Hampshire on April 5, 2000. 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 9<sup>th</sup> day of July, A.D. 2012

William M. Gardner Secretary of State

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# **CERTIFICATE OF VOTE**

- I, G. Edward Story, Corporate Secretary of Research Triangle Institute, do hereby certify that:
  - 1. I am the duly elected Corporate Secretary of Research Triangle Institute (RTI);
  - 2. The Board of Governors of RTI, at a duly constituted meeting held on March 27, 2012, adopted its *Resolution Delegating Authority to Corporate Officers*, including the authority to sub-delegate;
  - 3. The Delegation provides for the delegation of the power and authority in order to facilitate the orderly and efficient conduct of business and includes delegations of authority to enter into contracts, (which would include contracts with the State of New Hampshire, acting through its Fish & Game Department);
  - 4. The following is a true copy of the Warrant for Kevin Monkhouse, Subcontract Specialist, executed in accordance with the above-referenced resolution, delegating authority on behalf of RTI to enter into subcontracts for outside goods and services (including the State of New Hampshire) and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.
  - 5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Research Triangle Institute, this  $2^{nd}$  day of July 2012.

G. Edward Story Corporate Secretary

STATE OF NORTH CAROLINA

COUNTY OF DUCHAM

G. Edward Story, Corporate Secretary of Research Triangle Institute, acknowledged the foregoing instrument before me this 2<sup>1</sup> day of July 2012.

Notary Public/Justice of the Peace

My Commission Expires: APRIL 22, 2017

PAMELA E TEMPLE
NOTARY PUBLIC
DURHAM COUNTY, NC
My Commission Expires 4-22-2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2012

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.

ROD	UCER			CONTAC NAME:	CT			
	Marsh USA Inc. 100 North Tryon Street, Suite 3200			PHONE (A/C, No	Ext):		FAX (A/C, No):	
	Charlotte, NC 28202			E-MAIL ADDRE				
					INS	SURER(S) AFFOR	DING COVERAGE	NAIC #
5598	32-RTI-CAS-12-13			INSURE	RA: Liberty Mu	tual Fire Insurano	e Company	23035
ISUR	Research Triangle Institute			INSURE	RB: National U	nion Fire Ins Co F	Pittsburgh PA	19445
	PO Box 12194			INSURE	R C : Midwest E	mployers Casualt	y Company	23612
	3040 Cornwallis Road Research Triangle Park, NC 27709-2194			INSURE	RD: Liberty Mu	tual Insurance Co	mpany	23043
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			INSURE	RE: Amiliated F	M Insurance Corr	ipany	10014
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۱ ا	X COMMERCIAL GENERAL LIABILITY		TB2-Z51-523148-162		06/01/2012	06/01/2013.	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,0
ŀ	CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$	10,0
t							PERSONAL & ADV INJURY \$	1,000,0
Ì							GENERAL AGGREGATE \$	2,000,
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	X POLICY PRO- JECT LOC						\$	
1	AUTOMOBILE LIABILITY		AS2-Z51-523148-172		06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$	1,000
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	ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
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D	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	WC5-Z51-523148-152		06/01/2012	06/01/2013	E.L. EACH ACCIDENT \$	1,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$	1,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	1,000
E	Commercial Property Coverage		GL052		06/01/2012	06/01/2013	Real & Personal Property	\$4,000
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC ice of Insurance	LES (Attaci	 n ACORD 101, Additional Remark	s Scheduk	 e, if more space	 is required)		
EF	RTIFICATE HOLDER			CAN	CELLATION	l		
	Research Triangle Institute P.O. Box 12194 3040 Cornwallis Road Research Triangle Park, NC 27709-2194			THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CANC EREOF, NOTICE WILL BE CY PROVISIONS.	
	1.0000ion mangio i ain, no 21100-2104				ORIZED REPRES	ENTATIVE	-	

Deana S. Cooper



# New Hampshire Fish and Game Department

Governor & Council Approved Date: Item #:

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500

(603) 271-3421 FAX (603) 271-1438

www.WildNH.com e-mail: info@wildlife.nh.gov TDD Access: Relay NH 1-800-735-2964

August 17, 2012

His Excellency, Governor John H. Lynch and the Honorable Council State House Concord, NH 03301

# Requested Action

- 1. Authorize the New Hampshire Fish & Game Department (NHFG) to enter into a sole source Agreement with Research Triangle Institute. (Vendor Code 171105), Research Triangle Park, NC and to reimburse NHFG up to \$25,096.00 for collection of information on catch by New Hampshire marine recreational anglers from the date of Governor and Council approval through June 30, 2013.
- 2. Authorize NHFG to accept and expend an estimated \$10,953 for the above performed services from the date of Governor and Council approval through June 30, 2013. This portion of the \$25,096.00 is funds in excess of the amount included in the 020 class of the FY13 budget in anticipation of receiving these monies.

Funds to be budgeted as follows:

20-07500-22880000 Marin		<u>Division</u>		FY 2013
		Current		Revised
Class	_	<u>Budget</u>	<b>Change</b>	Budget
010	Personal Services - Permanent	\$479,294	\$ 0	\$479,294
020	Current Expenses	45,000	10,953	55,953
022	Rents-Leases Other Than State	1,200	0	1,200
026	Organizational Dues	24,000	0	24,000
030	Equipment New/Replacement	10,000	0	10,000
041	Audit Fund Set Aside	440	0	440
050	Personal Services - Temp.	115,000	0	115,000
060	Benefits	250,070	0	250,070
070	In-State Travel	2,500	0	2,500
080	Out-of-State Travel	1,000	0	1,000
102	Contracts for Program Services	100	0	100
103	Contracts for Operational Services	15,600	0	15,600
	Total Expenses	\$944,204	\$10,953	\$955,157
Source	e of Funds:			
000	Federal Funds	\$381,351	\$ 0	\$381,351
001	Transfers from Other Agencies	234	0	234
006	Agency Income	82,510	0	82,510
009	Agency Income	14,143	10,953	25,096
	Fish and Game Funds	<u>465,966</u>	0	<u>465,966</u>
	Total	\$944,204	\$10,953	\$955,157

**REGION 1** 629B Main Street Lancaster, NH 03584-3612 (603) 788-3164 FAX (603) 788-4823 email: reg1@wildlife.nh.gov

**REGION 2** PO Box 417 New Hampton, NH 03256 (603) 744-5470 FAX (603) 744-6302 email: reg2@wildlife.nh.gov

**REGION 3** 225 Main Street Durham, NH 03824-4732 (603) 868-1095 FAX (603) 868-3305 email: reg3@wildlife.nh.gov

**REGION 4** 15 Ash Brook Court Keene, NH 03431 (603) 352-9669 FAX (603) 352-8798 email: reg4@wildlife.nh.gov General & Council Approved

His Excellency, Governor John H. Lynch and the Honorable Council August 17, 2012 Page 2 of 2

# Explanation

In 1993, the U.S. Congress passed the Atlantic Coastal Fisheries Cooperative Management Act (ACFCMA), which placed additional responsibilities on the Atlantic coast states to cooperatively manage interjurisdictional species via the Atlantic States Marine Fisheries Commission (ASMFC). Along with passage of the Act, Congress appropriated \$7.5 million this year for the states, the ASMFC, the U.S. Fish and Wildlife Service, and National Marine Fisheries Service to use for assistance in implementing the ACFCMA. The Act outlines several areas of priority that the appropriated money can be used for and one of those is: "Activities to support and enhance State cooperation in collection, management and analysis of fisheries data (recreational and commercial statistics)."

Since 1979, the United States government through the National Marine Fisheries Service (NMFS) has been conducting the Marine Recreational Information Program (MRIP), formerly the Marine Recreational Fisheries Statistics Survey (MRFSS) to obtain coast wide and regional estimates of total catch and effort by marine recreational anglers in the United States. Although this survey is a statistically sound method of obtaining estimates on a coast wide and regional basis, it does not provide sufficiently precise estimates at the state level; particularly in states with small coastal areas like New Hampshire. To develop sufficiently precise estimates of marine recreational catch and effort in New Hampshire, NHFG will conduct additional field intercepts of marine recreational anglers above the current levels that NMFS conducts.

For 2012, NMFS has contracted with the company Research Triangle Institute of Research Triangle, NC (RTI) to conduct the field intercepts of the MRIP along the Atlantic Coast. In order to improve the quality of the information collected and to maintain a department contact with the marine angling public, the New Hampshire Fish and Game Department (NHFG) would like to enter into an Agreement with RTI to conduct all MRIP field intercepts in New Hampshire with department personnel funded under federal Wallop Breaux Funds. In return, RTI will provide NHFG with basic support services described in the Agreement.

It is imperative that RTI be chosen as the sole source contractor to ensure the consistency of data collection and to avoid potential duplication of effort (if another contractor was chosen). RTI already has the infrastructure in place to administer the survey and manage the data to the specifications outlined by the NMFS. Finally, since NMFS will process the data collected for New Hampshire only if the same contractor is used, use of a contractor other than RTI would result in additional costs to the State of New Hampshire in the form of data processing, data auditing and report generation.

Fish and Game is requesting an increase in appropriations in Class 020, Monitoring Expenses. This will enhance our monitoring of marine fisheries resources by allowing the New Hampshire Fish and Game Department to conduct field activities as well as allowing for the purchase of office or field supplies such as boots, rain gear or other sampling equipment.

Respectfully submitted,

Glenn Normandeau

**Executive Director** 

Kathy Ann LaBonte, Chief

**Business Division** 



RTI International Global Supply Chain PO Box 12194, 3040 Cornwallis Road Research Triangle Park, NC 27709-2194

# Subcontract Number 4-312-0213310

Subcontractor Information	Subcontract Information				
New Hampshire Fish and Game Department 225 Main St.	Subcontract Amount	\$36,412			
Durham, NH 03824 USA	Funded Amount	\$28,252			
Business Size:	Period of Performance	03/25/12 to 01/31/13			
☐ Small ☐ Large	Subcontract Type	Fixed Rates & Cost Reimbursement			
Business Classification:	CFDA Number				
Nonprofit Educational Institution	NAIC Number				
Foreign Entity Woman-Owned	Taxpayer ID Number				
Small-Disadvantaged* Veteran Owned Service-Disabled Veteran Owned*	Prime Contract Info: NOAA Contract EA-133F-12-SU	-0025			
HUB Zone	Access Point Angler Intercept S	Survey Data Collection			
*Copy of certification must be submitted.					
This Subcontract is between RTI International (hereinafter referred to as RTI), a nonprofit organization, and New Hampshire Fish and Game Department, acting as an independent contractor and not as an agent of RTI International, (referred to throughout as "Subcontractor"). Subcontractor agrees to deliver all items and perform all services in accordance with the following Subcontract Appendices:  • Appendix A: Special Contract Requirements • Appendix B: Invoice/Payment Instructions • Appendix C: Standard Subcontract Terms and Conditions • Appendix D: Federal Acquisition Regulations (FAR) and Supplementary Clauses • Appendix E: Statement of Work/Budget  This Subcontract embodies the entire agreement between RTI and Subcontractor and supersedes all other agreements either written or oral. Officials signing this Subcontract certify that they have legal authority to enter into binding agreements on behalf of their organizations.					
Subcontractor Contractual Personnel:	RTI Contractual Personnel:				
Glenn Normandeau 603-868-1095	Kevin Monkhouse	919-541-6048			
Project Manager: Kevin Sullivan 603-868-1095	Project Manager: Sue Pedrazzani	919-541-6744, x6744			
Signature: /////	Signature:				
Typed Name: Glenn Normandeau	Typed Name: Kevin	Monkhouse			
Title: Executive Director	Title: Subco	ntract Specialist			
Date: 8/20/12	Date: 8/1/12				

# **Table of Contents**

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# Appendix A: Special Contract Requirements (SCRs)

# **Fixed Rates and Cost Reimbursement**

### SCR 1. Type of Subcontract/Funding

- A. This is a **Multiple Type Subcontract** consisting of two (2) components: **Fixed Rates and Cost Reimbursement**. The total ceiling price for all work being performed under this Subcontract shall not exceed **\$36,412.00**. Subcontractor agrees to use its best efforts to perform all work and obligations under this Subcontract within the Subcontract ceiling.
- B. Subcontractor shall utilize the fixed rates as set forth below. These fixed rates include the Subcontractor's direct wages, taxes, fringe, indirect costs, general and administrative cost, and profit. Subcontractor shall perform the work set forth in Appendix E and invoice RTI for the actual work performed by Subcontractor employees utilizing the fixed rates set forth below:

TABLE 1: Unit Prices if Additional Sample Purchased in Shore and Private/Rental modes

Mode	Wave 2	Wave 3	Wave 4	Wave 5
Shore	\$42.00	\$32.00	\$27.00	\$45.00
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Table: NEW HAMPSHIRE MRIP Estimated NMPS Sample Allocations • 2012

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	State add on	0	156	240	132	528
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	State add on	0	0	0	0	0
	Total	0	47	47	46	140
Totals	NMFS Base	0	142	179	127	448
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	Grand* Total	0	427	575	370	1372
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	State add on	2	0	0	0	2
	Total	1	6	8	6	23

\*Additional sample allocated for Atlantic Coast Cooperative Statistics Program (ACCSP) is included for Wave 2 and NHFG will be reimbursed by RTI at the same unit prices as for the base NMFS sample...

C. A cost reimbursement pass-through component is made available to cover travel expenses in a not-to-exceed amount of \$3,000.00. Any travel costs in excess of the not to exceed amount of \$3,000 will be deducted from the funds paid to the State of New Hampshire as defined by this agreement. Subcontractor shall invoice monthly for

pass-through travel costs actually incurred without burdens or fee. Travel shall not be undertaken without the prior written approval of the RTI Project Manager.

D. The Subcontract is funded in the amount of \$28,252.00. RTI shall bear no legal liability or financial obligation beyond the funded amount stipulated in this paragraph.

## SCR 2. Period of Performance

The period of performance for this Subcontract shall begin following approval by Governor and Council and continue to **January 31, 2013** in accordance with the Appendix C, Standard Terms and Conditions and Appendix E, Statement of Work.

# SCR 3. Designation of Contractual Representatives

A. Kevin Monkhouse is hereby designated as the RTI Subcontract Administrator and is the only one with the authority to direct changes under this Subcontract. All notices shall be in writing and addressed as follows:

# For RTI

Kevin Monkhouse RTI International Global Supply Chain SSES Subcontracts P.O. Box 12194

Research Triangle Park, NC 27709-2194

Phone: 919-541-6048 Email: kmonkhouse@rti.org

# For Subcontractor

Kevin Sullivan

New Hampshire Fish and Game Department

225 Main St.

Durham, NH 03824 USA Phone: 603-868-1095

Email: kevin.sullivan@wildlife.nh.gov

- B. The RTI Principal Investigator/Project Manager assigned to this Subcontract is Sue Pedrazzani.
- C. Invoices are to be submitted to RTI's Accounts Payable Department via electronic mail at the following address:

Accounting@rti.org. Please refer to the "Invoice/Payment Instructions" Appendix of this Subcontract for further details on invoice requirements.

# SCR 4. Key Personnel

- A. Mr. Kevin Sullivan is considered essential to the work being performed under this Subcontract. By mutual agreement, the list of key personnel may be amended from time to time during the course of this Subcontract to either add or delete key personnel as appropriate.
- B. During the first ninety (90) calendar days of performance, Subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. Subcontractor shall notify the RTI Subcontract Administrator within ten (10) calendar days after the occurrence of any of these events and provide the information required by Paragraph C below. After the initial ninety (90) calendar day period, Subcontractor shall submit the information required by Paragraph C to the RTI Subcontract Administrator at least ten (10) calendar days prior to making any permanent substitutions.
- C. Prior to diverting the above-named personnel to other programs, Subcontractor shall submit a justification (including the reason for the requested substitution and resumes of the proposed replacement key personnel) in sufficient detail to permit evaluation of the impact of the requested substitution on the program. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The RTI Subcontract Administrator will notify Subcontractor of RTI's decision about the substitutions within twenty (20) calendar days after receipt of all required information.

# Appendix B: Invoice/Payment Instructions

# Time and Materials (T&M)

#### **Invoice Instructions**

A. Invoices are to be submitted to RTI's Accounts Payable Department via electronic mail at the following address:

# Accounting@rti.org

In the event an invoice is unable to be submitted via electronic mail it should be submitted to RTI's Accounts Payable Department at the following address:

RTI International PO Box 12106 Research Triangle Park, NC 27709 ATTENTION: Accounts Payable

Questions regarding invoices should be directed to the A/P department at 919/541-5877 (accounting@rti.org).

- B. To be considered properly prepared, invoices must include:
  - Subcontract number: 4-312-0213310
  - Prime Contract number: EA-133F-12-SU-0025
  - Invoice Number
  - · Invoice Date and Billing Period
  - Number of Units completed and Rate per Unit
  - Other Direct Costs by Cost Category
  - Total Amount Due on this Invoice
  - Current and Cumulative Amount for Each Line Item
  - · Certification in this Article Signed by an Authorized Representative
  - Name and Telephone Numbers of the Person to Contact in case of questions about the invoice

#### C. Consultant Fees

Approved consultant fees shall be listed individually with a line entry identifying the consultant name, period of performance, daily rate and total payment claimed. Receipts or copies of consultant invoices shall be provided to substantiate the claim for consultant cost. The invoice shall include daily rate and period of performance as a minimum.

## D. Subcontracts

Costs for approved lower-tier subcontracts shall be listed separately detailing the subcontractor's name, COA if applicable, period of performance for the claim and dollar amount claimed for the invoiced period. Copies of subcontractor receipts or invoices shall be provided with the voucher to substantiate the claim for subcontractor costs.

# E. Equipment

Approved equipment costs shall include documentation for all equipment purchased. The documentation must include sufficient detail to show what was purchased, make, model, quantity, serial number, etc. Unapproved equipment costs will not be reimbursed by RTI.

- F. Invoices shall include sufficient detail for all indirect rates to be verified by RTI.
- G. Certification as to Accuracy of Invoice: All invoices must include the following certification, signed by an authorized representative the Subcontractor's organization:

"I hereby certify that, to the best of my knowledge and belief, all charges presented are correct, accurate, and complete, that payment therefore has not been received, and that all amounts requested are for the appropriate purposes and in accordance with the Subcontract."

H. Payment Terms: A properly prepared invoice will be paid within 30 calendar days of receipt. RTI shall promptly notify Subcontractor of an intention to withhold any portion of a submitted invoice. The **Release and Assignment** 

form and the **Final Invoice** shall be submitted to RTI within 90 calendar days following completion of the period of performance of this Subcontract and the final invoice <u>must</u> be clearly marked **"final invoice"** to avoid any returns of the invoice(s) and delays in payment processing.

I. Payments under this Subcontract shall be by Electronic Funds Transfer (EFT). Within 10 days of the execution of this Subcontract, Subcontractor will submit a completed EFT form provided by RTI. All EFT information and any changes to EFT information shall be sent to the RTI's Accounts Payable Department at the address above.

# **Appendix C: Standard Terms and Conditions**

### Article 1. Independent Contractor

The relationship of Subcontractor to RTI is that of an independent contractor, and nothing in this Subcontract shall be construed as creating any other relationship. Subcontractor shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Subcontractor's protection in connection with work performed under this Agreement. Neither Subcontractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee, or servant of RTI.

# **Article 2. Privity of Contract**

No privity between Subcontractor and RTI's client is established by this Subcontract. All communications regarding this Subcontract must be directed to RTI and not to RTI's Client.

# Article 3. Statement of Work/Budget

Subcontractor shall furnish the necessary personnel, materials, services, equipment and facilities, and all other items necessary to accomplish all tasks specified in Subcontractor's *Statement of Work/Budget*, which is hereby incorporated and made a part of this Subcontract.

# Article 4. Period of Performance and Delays

Subcontractor shall strictly adhere to the period of performance set forth in the Appendix A, Special Contract Requirements. Any changes to the period of performance shall only be authorized by RTI through the issuance of a written and fully executed Subcontract modification. In the event of any anticipated or actual delay in performance, Subcontractor shall: (i) promptly notify RTI in writing (within 5 business days) of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide RTI with a written recovery schedule; and (iii) if requested by RTI, expedite performance or delivery to avoid or minimize delay to the maximum extent possible, unless Subcontractor is excused from prompt performance as provided in the "Excusable Delays" article of this Subcontract.

# Article 5. Consultants/Lower-Tier Subcontracts

- A. PRIOR WRITTEN approval of the RTI Subcontract Administrator is required for obtaining services of consultants and lower-tier subcontractors. Costs for consultants and lower-tier subcontracts who have not received PRIOR WRITTEN approval in accordance with this Article will not be reimbursed. Inclusion in the Subcontractor's budget or proposal does not constitute request or approval of consultants or lower-tier Subcontractors.
- B. When requesting the use of consultants or a lower-tier subcontractor, the Subcontractor shall furnish information concerning the need for such services, the reasonableness of the fees or costs, a copy of the proposed consulting agreement/subcontract, and any additional information required to make a determination of acceptability, including, as applicable, FAR 52.244-2. Cost-plus-a-percentage-of-cost subcontracts or purchase orders are prohibited.

# Article 6. Assignment, Delegation and Subcontracting

Subcontractor shall not assign or novate any of its rights or interests in this Subcontract without prior written consent of the RTI Subcontract Administrator. Subcontractor shall not delegate any of its duties or obligations under this Subcontract. Subcontractor may not assign its right to monies due or to become due. No assignment, delegation or subcontracting by Subcontractor, with or without the RTI Subcontract Administrator's written consent, shall relieve Subcontractor of any of its obligations under this Subcontract or prejudice any of RTI's rights against Subcontractor whether arising before or after the date of any assignment. This Article does not limit Subcontractor's ability to purchase standard commercial supplies or raw materials.

RTI shall be entitled to assign this Subcontract to any of its subsidiaries or other affiliates (including by operation of law, judicial process or otherwise) or any successor to RTI's business or operations without prior notice to or consent from Subcontractor. RTI shall further be entitled to assign this Subcontract to its Prime Sponsor of the agreement under which this Subcontract is issued without prior notice to or consent from Subcontractor. Any other assignment by RTI shall require Subcontractor consent.

# **Article 7. Technical Direction**

- A. The RTI Principal Investigator/Project Manager identified in Appendix A, Special Contract Requirements, does not have the authority to direct the Subcontractor to make changes in scope, period(s) of performance, place(s) of performance, cost, funding, or any other express Provisions of this Subcontract. All matters affecting the terms of this Subcontract and the administration thereof shall be referred to the RTI Subcontract Administrator. The RTI Subcontract Administrator is the only person with the authority to direct changes under this Subcontract. Any changes to the provisions of this Subcontract must be made by written modification in accordance with the Changes and Modifications Provision of this Subcontract.
- B. When, in the opinion of Subcontractor, technical direction calls for effort outside the scope of the Statement of Work, Subcontractor shall notify the RTI Subcontract Administrator and the RTI Principal Investigator/Project Manager of the technical direction in writing in accordance with the Changes and Modifications Article of this Subcontract.

# Article 8. Inspection and Acceptance

- A. Acceptance of the work set forth in this Subcontract will be made by the RTI Principal Investigator/Project Manager as identified in Appendix A: Special Contract Requirements or his/her authorized designee. RTI has the right to inspect and test all work performed or being performed under this Subcontract, and the premises where the work is being performed, at all reasonable times and places during the term of the Subcontract. RTI shall perform inspections and tests in a manner that will not unduly delay the work.
- B. If RTI performs any inspection or test on the premises of the Subcontractor or a lower-tier subcontractor, the Subcontractor shall furnish, and shall require lower-tier subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Upon RTI's request, Subcontractor shall provide RTI the records of inspection/test for any products and/or services furnished hereunder at any time during performance and any applicable warranty period.

#### Article 9. Changes and Modifications

- A. The RTI Subcontract Administrator may, at any time, without notice to sureties, if any, and in writing, direct changes within the general scope of this Subcontract in any of the following— (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of RTI-furnished property; and, if this Subcontract includes services; (vi) description of services to be performed; (vii) time of performance (i.e., hours of the day, days of the week, etc.); and (viii) place of performance. Subcontractor shall comply immediately with such direction.
- B. If any change under this Article causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of this Subcontract, the parties shall negotiate an equitable adjustment in the price or schedule, or both, and the RTI Subcontract Administrator shall modify the Subcontract in writing accordingly.
- C. Subcontractor must assert its right to an adjustment under this Article to the RTI Subcontract Administrator in writing within 25 calendar days from the date of Subcontractor's receipt of the written change order from the RTI Subcontract Administrator. In support of the claim for adjustment, Subcontractor shall provide a written statement describing the general nature of the requested adjustment, as well as a fully supported proposal with the total dollar amount of the requested adjustment. RTI may, at its sole discretion, consider any claim regardless of when asserted. RTI, or mutually agreeable third-party, may examine Subcontractor's pertinent books and records to verify the amount of Subcontractor's claim. Failure of the parties to agree upon any adjustment shall not excuse Subcontractor from performing previously agreed upon work.
- D. Notwithstanding the foregoing provisions of this article, the Subcontract ceiling and funded amount shall not be increased or deemed to be increased except by specific written modification of this Subcontract indicating the new Subcontract ceiling and authorized funded amount. Until such modification is made, Subcontractor shall not continue performance or incur costs beyond the period of performance or the authorized funded amount as set forth in the Special Contract Requirement (SCR) Appendix of this Subcontract.

# Article 10. Invoicing

RTI shall make any payments due under this Subcontract within thirty (30) calendar days after its receipt of a proper invoice from Subcontractor provided such invoice from Subcontractor complies with all requirements delineated in the "Invoice/Payment Instructions" Appendix of this Subcontract.

# Article 11. Final Payment and Closeout

Subcontractor's final invoice and release and assignment shall be submitted to RTI within 90 calendar days following completion of the period of performance of this Subcontract. In the event that quick closeout is requested by RTI, Subcontractor shall comply with FAR Part 42.708 to complete Subcontract closeout. Payment of the **final invoice** will be withheld pending:

- Completion, submission, and acceptance by RTI of all work performed under the Statement of Work
- Completion of Subcontractor's Release Form, including patent/invention report, and property report; and
- Clear, visible, and proper marking of "final invoice" on the actual final invoice

#### Article 12. Taxes

Unless the Subcontract specifies otherwise, Subcontractor is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Subcontract except for applicable sales and use taxes that are separately stated on Subcontractor's invoice. Subcontractor's invoice shall not include any taxes, impositions, charges or exactions for which Subcontractor has provided RTI a valid exemption certificate or other evidence of exemption.

# Article 13. Record Retention and Access

Subcontractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures with respect to this Agreement and the Scope of Work set forth herein. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of RTI, or by the United States government, as applicable. Subcontractor shall retain all such records concerning this contract for a period of three (3) years after the completion of the Subcontract. If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

# Article 14. Confidential Information

A. During the term of this Subcontract, Subcontractor and its employees may receive or have access to data and information that is confidential and proprietary to RTI or its Client. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to Subcontractor as a result of services under this Subcontract shall be considered confidential and shall be considered the sole property of RTI and/or RTI's Client. Confidential Information may be used by Subcontractor or its employees only for purposes of performing the obligations hereunder, and such persons shall be advised of the obligations set forth in this Agreement and shall agree to be obligated in like manner. Subcontractor shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of the disclosing party and shall use at least the same degree of care in safeguarding the Confidential Information as the party uses in safeguarding its own confidential information but in no event less than a reasonable standard of care.

Confidential and/or proprietary information includes trade secrets, the structure, sequence and organization of the Products, marketing plans, blueprints, techniques, processes, procedures and formulae, price lists, specifications, prints, and Product plans. Intellectual Property may include, without limitation, information relating to research and development, formulations, inventions, discoveries, improvements, methods, and processes, techniques, methodologies, know-how, algorithms, compositions, works, concepts, designs, ideas, prototypes, models, samples, writings, notes, patent applications, and trade secrets. Business practices may include, without limitation, information relating to business plans, financial information, products, services, manufacturing processes and methods, costs, sources of supply, strategic marketing plans, customer lists, sales profits, pricing methods, personnel, and business relationships ("Confidential Information").

- B. The foregoing obligations shall not apply to Confidential Information which:
- is or becomes generally available to the public other than as a result of a disclosure by Subcontractor;
- becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party;
- Subcontractor develops independently without use of the disclosing party's Confidential Information, as demonstrated by written records and evidence;
- was in Subcontractor's possession or known to it prior to its receipt from the disclosing party; or
- is required by law to be disclosed, provided Subcontractor notifies the disclosing party promptly and gives the disclosing party an opportunity to seek an appropriate protective order.

- C. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the termination of this Subcontract and indefinitely for any Trade Secrets. Subcontractor shall return or destroy all copies of any Confidential Information it has received from RTI within thirty (30) business days after the effective date of the termination. At the request of RTI, an authorized officer of the Subcontractor will certify in writing that it has complied with its obligations hereunder.
- D. The provisions of this Article apply in addition to the terms of any Non-Disclosure Agreement (NDA) between the parties related to this program. In the event of a conflict between this Article and the NDA, the terms of the NDA control, except that as to the duration of the obligations of confidentiality and non-disclosure, the longer duration applies.

# Article 15. Right to Publish/Release of Information

- A. Subcontractor agrees that it will not publish, have published or otherwise disseminate any information of whatever nature resulting from the work being performed under this Agreement except as may be approved by the Subcontract Administrator; provided, however, that Subcontractor may for internal use only and without the approval of RTI disseminate such information within its own organization on a "need-to-know" basis.
- B. Subcontractor and RTI mutually agree not to use the other party's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless such materials have received prior written approval of the other party. Approvals shall not be unreasonably withheld. Unless specifically restricted in the Subcontract, use of either party's name may be made in internal documents, annual reports, and data bases which are not available to the public and which identify the existence of the research project by title, principal investigator, sponsor, period of funding, amount of award and abstract of the project.
- C. Subcontractor shall not use or duplicate any proprietary information including trade secrets belonging to or supplied by RTI, except as authorized by RTI in the performance of services or work under this Agreement.
- D. Any program, document, data or information supplied by Subcontractor to Client through RTI may be used, copied or disclosed by Client as necessary in the normal course of its business, subject to any copyright of Subcontractor in such materials and any notices or legends appearing thereon, provided (1) Subcontractor is entitled to place such notices or legends and (2) no other provisions of this Subcontract (including, if applicable, any FAR Clauses set forth in, or incorporated into, this agreement) prohibit or limit the effectiveness of such copyright or notice or legend.

# Article 16. Assumption of Liability; Waiver and Release

In consideration of the mutual covenants, terms and conditions contained in this Subcontract, it is understood and agreed that Subcontractor hereby assumes full responsibility for any and all claims, causes of action, demands, liabilities, fines, penalties, losses, damages, costs and expenses of whatsoever nature, including attorneys' fees, resulting from but not limited to, death, bodily injury, and damage to property and the environment, arising out of or connected with any act or omission of the Subcontractor and/or performance of services pursuant to this Subcontract by Subcontractor, its agents, subcontractors, employees or assigns, and hereby releases and discharges RTI from any responsibility whatsoever for any such claims, demands, losses or expense, unless caused by or resulting from a material breach of this Subcontract by RTI which is not cured within a reasonable period of time following actual receipt by RTI of written notice describing the nature of such breach.

#### Article 17. Indemnification

RTI is not liable for the acts or omissions of State employees.

# Article 18. Infringement Representation

Subcontractor represents (a) that in preparing or presenting any deliverables under this Subcontract, Subcontractor will not knowingly infringe any intellectual property rights held by others; (b) that all deliverables developed by Subcontractor personnel under this Subcontract will be original works, and that Subcontractor will not incorporate any material not developed by Subcontractor personnel in preparing or presenting such works without clearly indicating such third party materials; and (c) that Subcontractor will notify RTI of any third party rights of which Subcontractor is aware that are necessary for RTI and RTI's Client(s) to use any such deliverables in accordance with the Subcontract.

# Article 19. Reserved

# Article 20. Disputes

- A. Any dispute arising under this Subcontract shall be settled by mutual agreement of the parties.
- B. Pending completion of the Subcontract or final resolution of a dispute which releases Subcontractor from performance hereunder, the Subcontractor shall, at all times, proceed diligently with the performance of the Subcontract.

# Article 21. Notice of Litigation and Labor Disputes

- A. Subcontractor shall provide written notice to RTI of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Subcontractor to fulfill the terms and conditions of this Subcontract, including but not limited to financial, legal or any other situation which may prevent the Subcontractor from meeting its obligations on the Subcontract.
- B. Whenever Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Subcontract, Subcontractor shall immediately (within 5 calendar days) give notice thereof, including all relevant information, to RTI.

# Article 22. Insurance

The State of New Hampshire does not maintain liability insurance coverage for the general operations of New Hampshire Fish and Game Department Instead, the State has elected to self-insure for this exposure. Any liability incurred by the Fish and Game Department arising out of the Agreement would be handled as a general obligation of the State.

# Article 23. Stop Work Order

- A. RTI may at any time, by written notice to Subcontractor, require Subcontractor to stop all or any part of the work called for by this Subcontract. Upon receipt of the notice, Subcontractor shall immediately cease all work in accordance with the written notice and shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the written notice during the period of work stoppage.
- B. Once the Stop Work order is no longer necessary, RTI shall either terminate in accordance with the Termination/Cancellation Article of this Subcontract or cancel the stop work order by written notice to Subcontractor. Subcontractor shall resume work upon cancellation or expiration of any stop work order. In the event Subcontractor is given notice to continue performing work on the Subcontract, an equitable adjustment in accordance with the principles of the Changes and Modifications Article of this Subcontract shall be made to the Subcontract price, the delivery schedule, or both, if applicable, provided that the claim for equitable adjustment is made within thirty (30) calendar days after date of notice to continue.

# Article 24. Termination/Cancellation

Termination for Default.

A. If Subcontractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if Subcontractor should fail to make prompt payment to subcontractors for material or labor, or otherwise is guilty of a violation on any provision of this Subcontract, including delivery delays beyond fifteen (15) calendar days after specified delivery date, or as otherwise specified in the Subcontract, then RTI, without prejudice to any of the other rights or remedies expressly provided by law, may cancel this Subcontract, or any part hereof, by written notice to Subcontractor and shall have the right thereafter to take possession of all materials, equipment and the like, the cost of which has been reimbursed by RTI to Subcontractor, in such cases of termination, RTI shall be relieved of all further obligations hereunder. In the event that RTI incurs any additional costs as a result of the default by Subcontractor, RTI shall have the right to hold Subcontractor accountable for any such additional costs or damages incurred by RTI.

# Termination for Bankruptcy.

B. If either party shall be adjudged bankrupt, or become insolvent or file for voluntary bankruptcy or be subjected to involuntary bankruptcy proceedings, or enter receivership proceedings, or make an assignment for the benefit of creditors, then the other party, without prejudice to any of the other rights or remedies expressly provided by law, may cancel this Subcontract, or any part hereof, by written notice to the bankrupt party and shall have the right there to retain possession of all materials, equipment and the like, the cost of which has not been reimbursed by the bankrupt party to the other party. In such cases of termination, the other party shall be relieved of all further obligations hereunder.

# Termination for Convenience.

- C. RTI reserves the right, at any time, in its own best interest or at the direction of any client or government customer, and without liability may, upon written notice to Subcontractor, terminate this Subcontract in whole or in part, at any time, whether or not Subcontractor is in default of any of its obligations hereunder. Upon such cancellation, Subcontractor agrees to waive any claim for damages, including loss of anticipated profits on account hereof. However, RTI agrees that Subcontractor shall be paid an amount which when added to all installments previously paid will equal the sum of all costs properly incurred up to the date of cancellation , and any reasonable cost incurred as a result of such cancellation as agreed to between RTI and Subcontractor. In no event shall such payments be greater than the original Subcontract price or authorized funding, whichever is less. All earned profit shall bear the same relationship to such incurred costs as the profit increment of the purchase price bears to the cost increment of such purchase price.
- D. Subcontractor shall provide RTI any supporting information necessary to document the reasonableness of Subcontractor's termination for convenience claim. RTI reserves the right to verify the amounts of any cost and profit increments claimed by Subcontractor, through an audit of Subcontractor's records.

#### Article 25. Compliance with Laws

Subcontractor, in the performance of this Subcontract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations and ordinances of the United States and all countries where Subcontractor will be performing the Subcontract.

# Article 26. Standards of Ethics and Business Conduct

- A. RTI has established high ethical standards for its employees, subcontractors and vendors. RTI considers adherence to the RTI Code of Conduct as well as strict observance of all U.S. and non U.S. laws and regulations to be both a legal requirement and an ethical obligation for its employees. All RTI Subcontractors are required to maintain a Code of Business Ethics and Conduct in compliance with FAR 52.203-13.
- B. If Subcontractor has a good faith reason to believe that any violation of its Code of Business Ethics and Conduct has been committed by an employee(s) of either RTI or Subcontractor or anyone affiliated with Subcontractor, Subcontractor shall report such violation to RTI by calling the RTI's Ethics Helpline toll-free at 1-877-212-7220 or sending an e-mail to Ethics@rti.org.

#### Article 27. Executive Order on Terrorism Financing

Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this Subcontract.

#### Article 28. Export Controls

- A. Subcontractor shall comply with all U.S. export control laws and regulations, specifically including but not limited to, the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; the Arms Export Enforcement Act ("AECA"), the International Emergency Economic Powers Act ("IEEPA") the U.S. Export Administration Regulations ("EAR"), U.S. sanctions programs contained in 31 C.F.R. Parts 500-599, and any other Laws applicable to exports promulgated by any Government Agency; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Subcontractor agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Subcontractor or Subcontractor's lower-tier subcontractors, without the authority of an export license, agreement, or applicable exemption or exception.
- B. Subcontractor shall notify RTI if any deliverable under this Subcontract is restricted by export control laws or regulations.
- C. Subcontractor shall immediately notify the RTI Subcontract Administrator if Subcontractor is, or becomes listed in any Denied Parties List or if Subcontractor's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
- D. If Subcontractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Subcontractor represents that it is registered with the Office of Defense Trade

Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

- E. Where Subcontractor is a signatory under a RTI export license or export agreement, Subcontractor shall provide prompt notification to the RTI Subcontract Administrator in the event of changed circumstances including but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect Subcontractor's performance under the Subcontract.
- F. Subcontractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Subcontractor, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this Article.
- G. If the technical data required to perform this Subcontract is subject to ITAR, Subcontractor shall comply with the following:
  - (i) The technical data shall be used only in the performance of work under this Subcontract; and
  - (ii) The data shall not be disclosed to any other person without written approval from the RTI Subcontract Administrator; and
  - (iii) Any rights in the data may not be acquired by any foreign person; and
  - (iv) Subcontractor, including lower-tier subcontractors, shall return, or at RTI's direction, destroy all of the technical data exported to Subcontractor pursuant to this Subcontract upon fulfillment of its terms; and
  - (v) Unless otherwise directed by RTI, Subcontractor shall deliver the work only to RTI or to an agency of the U.S. Government.
  - (vi) Subcontractor shall include the terms of this paragraph (g) in all lower-tier subcontracts issued when technical data subject to ITAR is provided to the lower-tier subcontractor.

# Article 29. Foreign Corrupt Practices Act

Subcontractor represents and warrants that it shall comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), as well as the a) UN Convention against Corruption (UNICAC), b) OECD Convention on the Bribery of Foreign Public Officials (OECD Convention); and c) any other applicable local anti-corruption laws, rules, and regulations if any part of this subcontract will be performed outside of the United States of America. Specifically, Subcontractor understands and agrees that it shall be unlawful for the Subcontractor and/or any officer, director, employee or agent of the Subcontractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to:

- (a) <u>any foreign official</u> (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
- (b) <u>any person</u>, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.

For purposes of this Agreement "foreign official" means any appointed, elected, or honorary official or employee of a) a foreign government (or if this Subcontract is to be performed outside the United States than of the Host Country) or political party, or b) of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization (e.g., the UN, DFID, or WHO, or the World Bank).

For purposes of this Article, the "government" includes any agency, department, embassy, or other governmental entity, and any company or other entity owned or controlled by the government

# Article 30. Validity and Waiver

The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of RTI to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver thereof.

#### Article 31. Combating Trafficking in Persons

The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Subcontractor and its employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the subcontract;
- (2) Procure commercial sex acts during the period of performance of the subcontract; or
- (3) Use forced labor in the performance of the subcontract.

Subcontractor shall notify its employees of the government's zero tolerance policy, the actions that will be taken against employees for violations of this policy (including, but not limited to, removal from the subcontract, reduction in benefits, or termination of employment), and take appropriate action, up to and including termination, against employees or subcontractors that violate this policy.

## Article 32. Organizational Conflicts of Interest

- A. Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest or that the Subcontractor has disclosed all such relevant information.
- B. Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after execution of this Subcontract, the Subcontractor will make a full disclosure in writing to the RTI Subcontract Administrator. This disclosure shall include a description of activities that the Subcontractor has taken or proposes to take, after consultation with the RTI Subcontract Administrator, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. The RTI Subcontract Administrator may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the RTI Subcontract Administrator, RTI may terminate the contract for default, and/or forward the relevant information to the Government Contracting Officer, who may debar the Subcontractor from Government contracting, and/or pursue such other remedies as may be permitted by law or this Subcontract.
- D. Subcontractor further agrees to insert provisions which shall conform substantially to the language of this Section, including this paragraph (d), in any lower-tier subcontract or consultant agreement hereunder.

# Article 33. Institutional Review Board [Applicable if Subcontract involves the use of human subjects]

Institutional Review Board approval must be obtained before any contact with human subjects. All research involving human subjects, or data from or about human subjects, must be conducted in accordance with applicable federal regulations (45 CFR 46 and 21 CFR 50 and 56) and the protocol approved by the IRB. Research activities include contacting Human Subjects, conducting the survey and the collecting and storing of any Human Subject data resulting from this survey. Upon notice of IRB approval, RTI will provide notice to the Subcontractor to commence work. Once this notice is provided to Subcontractor, the Subcontractor may commence with the research activities.

### Article 34. Travel

To the extent travel is not restricted by the Subcontract, costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable, allowable, and allocable under this Subcontract only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect on the day of travel as set forth in the current version of the <u>Federal Travel Regulations (FTR)</u>.

#### Article 35. Excusable Delays

A. Neither Party hereto shall be in default because of any failure to perform under the terms of this Subcontract if the failure arises from any incident or circumstance beyond the affected Party's control. A United States (U.S.) government shutdown and any interruption in the U.S. government's operations shall constitute an incident or circumstance beyond

the affected Party's control if the Party affected informs the other Party immediately in accordance with the requirements of Paragraph (B) below.

B. If any such case occurs, the Party affected shall inform the other Party immediately indicating the presumable duration and extent of such contingency. Moreover, the Party affected shall promptly use all reasonable efforts to settle such contingencies so that the performance of its obligations under this Subcontract can be resumed as soon as possible.

# Article 36. Debarment and Suspension

In accepting this Subcontract, the Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract must be reported immediately to RTI. The Subcontractor agrees to incorporate the Debarment and Suspension certification into any lower-tier subcontract that they may enter into as a part of this Subcontract.

# Article 37. Survivability

- A. If this Subcontract expires, is completed, or is terminated, Subcontractor shall not be relieved of those obligations contained in the following Articles:
  - Independent Contractor
  - Governing Law
  - Indemnification
  - Confidential Information
  - Right to Publish/Release of Information
  - Insurance
  - Export Controls
  - Electronic Contracting
- B. Those U.S. Government Federal Acquisition Regulations (FAR) and Agency Supplementary Regulation(s) that by their nature should survive.

## Article 38. Order of Precedence

In the event of any inconsistency between or among the provisions, articles, attachments, or requirements which constitute this Subcontract, the following order of precedence shall apply:

- all Special Contract Requirements (SCRs) as set forth in Appendix A, including any attachments referenced or incorporated by those SCRs
- 2. the General Provisions contained in these Standard Subcontract Terms, Appendix C
- 3. incorporated FAR and Agency Supplementary clauses, Appendix D
- 4. the Statement of Work, Appendix E; and
- 5. all other attachments incorporated herein by reference.

# Article 39. Sustainability

Subcontractor shall operate in a manner that complies with United States (U.S.), national, and local environmental laws, regulations and standards including, but not limited to, laws related to energy conservation, greenhouse gas emissions, air emissions, waste management, recycling, water discharge, toxic substances, and hazardous waste disposal. Subcontractor agrees to flow down this requirement in any lower-tier subcontract that it may enter into under this Subcontract.

# Article 40. Entire Agreement

Both parties acknowledge that they have read this Subcontract, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by an Authorized Representative of the Party against whom such modification or waiver is sought to be enforced.

# Article 41. Language Requirements

The official text of this Subcontract is the English language text, whether or not counterparts hereof are written, executed, or translated into any other language. All notices, communications and submittals between the parties pursuant to the

implementation of this Subcontract shall be in the English language, unless otherwise directed in writing by RTI. In the event that this Subcontract is translated into another language, the English version shall prevail.

# <u>Appendix D: Federal Acquisition Regulation (FAR) and [INSERT ACQUISITION REGULATION SUPPLEMENT TITLE, IF APPLICABLE,] Clauses</u>

If this Subcontract involves funds from a Federal government contract, or funds from a subcontract at any tier relating to a Federal government contract, the following clauses from the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Subcontract.. The full text of the FAR clauses may be found at <a href="https://www.acquisition.gov/Far/">https://www.acquisition.gov/Far/</a>. Subcontractor agrees to flow down all applicable FAR and supplementary clauses to lower-tier subcontractors.

- A. Where necessary to make the language of the FAR clauses applicable to the Subcontract, the term "Contractor" shall mean "Subcontract," the terms "Government," "Contracting Officer," and equivalent terms and phrases shall mean "Research Triangle Institute or RTI International Subcontract Administrator."
- B. The following instances are exceptions to the general rules as provided in (A) above:
  - 1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the prime contractor specifically;
  - 2. Where an explicit provision of this Agreement states a contrary intent;
  - 3. Where access to proprietary financial information or other proprietary data is required; or
  - 4. Where interpretation in accordance with the rules stated above would place the prime contractor in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.
- C. References in any provision incorporated by reference herein to the "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere in this Subcontract. No provision herein shall be taken to imply any direct access on the part of the Subcontractor to the Disputes process as defined in the terms of the Prime Contract.
- D. Representations and Certifications: Subcontractor acknowledges that RTI will rely upon Subcontractor's representations and certifications (1) record posted on the internet in the Online Representations and Certifications Application (ORCA); and (2) in any written offer, proposal or quote, or company profile submission, which results in award of a Subcontract to Subcontractor. By entering into such Subcontract, Subcontractor reaffirms the representations and certifications submitted with its written offer, proposal or quote, including company profile information, and any oral offers/quotations made at the request of RTI. In the event that Subcontractor did not include representations and certifications with its written offer, proposal or quote, and did not complete a company profile submission pre-award, Subcontractor shall (1) provide its DUNS number to permit RTI's retrieval and review of Subcontractor's ORCA record; or (2) complete the RTI Standard Representations and Certifications form (to be provided by RTI) if Subcontractor is not registered in ORCA. By signature of this Subcontract, Subcontractor hereby understands and agrees that it possesses an on-going responsibility to immediately notify RTI of any change in status pertaining to any representation or certification.

52.202-1	Definitions	Jul 2004
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.204-4	Printed or Copied Double-Sided On Recycled Paper	Aug_2000

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jul 2010
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Dec 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Jan 2011
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items	Mar 2011
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 2010
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	Oct 2010
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-20	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	Oct 2010
52.215-21	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data—Modifications (Alt. IV)	Oct 2010
52.216-4	Economic Price Adjustment - Labor and Material	Jan 1997
52.216-7	Allowable Cost and Payment (Subcontractor agrees to execute assignment documents in order to comply with subsection (h))	Dec 2002
52.216-8	Fixed Fee (applicable to cost plus fixed fee subcontracts)	Mar 1997
52.217-8	Option to Extend Services	Nov 1999
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan	Oct 2010
52.219-16	Liquidated Damages - Subcontracting Plan	Jan 1999
52.219-28	Post Award Small Business Program Representation	Apr 2009
52.222-1	Notice to Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-19	Child Labor- Cooperation with Authorities and Remedies	Jul 2010
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity (subparagraphs (b)(1) through (b)(11) only)	Mar 2007
52.222-29	Notification of Visa Denial	Jun 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Sep 2010
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
52.222-37	Employment Reports on Veterans	Oct 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989
52.222-50	Combating Trafficking in Persons	Feb 2009
52.222-54	Employment Eligibility Verification	Jan 2009
52.223-5	Pollution Prevention and Right-To-Know Information (Alt. I)	Aug 2003
52.223-10	Waste Reduction Program	Aug 2000
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-5	Trade Agreements	Aug 2009
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008

52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	Mar 2009
52.227-1	Authorization and Consent	Dec 2007
52.227-14	Rights in Data – General (Not Applicable Under Department of Defense Procurements—see DFARS)	Dec 2007
52.229-3	Federal, State, and Local Taxes (Deviation I- Feb 2007)	Apr 2003
52.232-20	Limitation of Cost (if Subcontract is fully funded)	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.242-13	Bankruptcy	Jul 1995
52.242-15	Stop Work Order	Aug 1989
52.242-15 (Alt I.)	Stop Work Order (Cost Reimbursement0	Apr 1984
52.243-2	Changes—Cost Reimbursement (applicable to cost type Subcontracts)	Aug 1987
52.244-2	Subcontracts (paragraphs (h) and (i) only)	Oct 2010
52.244-6	Subcontracts for Commercial Items (applies when the subcontract involves the acquisition of "commercial items" as that term is defined in FAR 52.202-1)	Oct 2010
52.245-1	Government Property	Aug 2010
52.246-4	Inspection of Services (Fixed Price) ("Contracting Officer" means "RTI Subcontract Administrator" and "Government" means "RTI and Government" (an inspection system accepted by the Government will be deemed accepted by RTI) and where "Government" first appears n paragraph (k) it shall mean "RTI and the Government." The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to RTI and the Government). (Deviation I- May 2003)	Aug 1996
52.247-64	Preference for Privately Owned U.S Flag Commercial Vessels	Feb 2006
52.249-6	Termination (Cost Reimbursement)	May 2004
52.249-14	Excusable Delays	Apr 1984
52.252-2	Clauses Incorporated by Reference	Feb 1998
552.203-71	Restriction on Advertising	Sep 1999
552.21271	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items	Jul 2003
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items	Sep 2003

# Appendix E: Statement of Work/Budget

#### **PURPOSE**

3. The purpose of this agreement is to define and govern the implementation of the Access-Point Angler Intercept Survey, part of the National Marine Fisheries Service's (NMFS) Marine Recreational Information Program (MRIP) in New Hampshire. All requirements of this Agreement will be conducted to meet the provisions of the Atlantic Coastal Fisheries Cooperative Management Act of 1993 (ACFCMA) and the Atlantic Coastal Cooperative Statistics Program (ACCSP) of which New Hampshire is a signatory.

#### PROJECT DESCRIPTION AND DEFINITIONS

4. Under this project, staff from NHFG will conduct interviews of marine recreational anglers at marinas, boat launch sites, at various shore fishing sites, or on for-hire vessels. Information will be collected about the fishing trip, the angler, and any catch of fish during the days fishing trip. This project is part of a national program called the MRIP that provides estimates of recreational catch and harvest of marine fish,

The following are definitions of terms used in this agreement:

Intercept - an interview with a marine recreational angler.

Wave - In the MRIP the calendar year is broken up into 6 two month periods. Each two month period is called a Wave.

Mode - this is a type of fishing that describes where the angler is fishing from. The modes of fishing include shore, private/rental boats, charter boats, and head boats.

For-Hire vessel - a charter boat, party boat or head boat that takes anglers fishing on the boat for a fee. Sea sampling trips - for-hire vessel trips that interviewers ride on to interview anglers and observe and measure the catch.

Wave meeting- a meeting to review the data collected, and the estimates developed, by the MRIP. Validation sample draw - a weekly list of for-hire vessels that should be checked at least once during the week to determine if the vessel is out fishing or not.

# TERMS AND CONDITIONS

- NHFG shall:
  - Recruit, hire, train, and supervise field interviewers;
  - b. Provide qualified field supervisors;
  - c. Administer assignments to interviewers;
  - d. Perform collection of interviews at locations and dates as assigned by RTI;
  - e. Issue a list of vessels to be validated to interviewers;
  - f. Conduct validation of vessels as stipulated in the validation sample draw; complete validation forms, and provide updated validation quota information to RTI weekly. NHFG will compile validation information in an approved format and send completed validation spreadsheet to RTI electronically by the 10<sup>th</sup> of the month following the end of each wave;
  - g. Send in weekly interview tallies to RTI staff on Monday of each week;
  - h. Observe rules prescribed by NMFS in the MRIP Procedures Manual unless exceptions are obtained in writing;
  - i. Collect MRIP New Hampshire base line number and state add on number of intercepts and head boat sea sampling trips using the following table as a guideline for wave/mode quotas

Table: NEW HAMPSHIRE MRIP Estimated NMFS Sample Allocations • 2012

Fishing Mode		Wave	·			ANNUAL
		2*	3	4	5.	
Shore	NMFS Base	0	43	52	37	132
	State add on	0	129	156	111	396
	Total	0	172	208	148	528
Private/Rental Boat	NMFS Base	0	52	80	44	176
	State add on	0	156	240	132	528
	Total	0	208	320	176	704
Charter Boat	NMFS Base	0	47	47	46	140
	State add on	0	0	0	0	0
	Total	0	47	47	46	140
Totals	NMFS Base	0	142	179	127	448
	State add on	0	285	396	243	924
	Grand* Total	0	427	575	370	1372
Head Boat*	NMFS Base	1	6	8	6	21
	State add on	2	0	0	0	2
	Total	1	6	8	6	23

\*Additional sample allocated for Atlantic Coast Cooperative Statistics Program (ACCSP) is included for Wave 2 and NHFG will be reimbursed by RTI at the same unit prices as for the base NMFS sample. If subsequent ACCSP add-on samples are funded by NMFS, RTI will reimburse NHFG at the same unit prices by mode agreed to in this contract. Estimated unfunded ACCSP add-on for Charter boats are 44 in Wave 3, 46 in Wave 4, 44 in Wave 5, and for headboats are 3 in Wave 3, 4 in Wave 4, and 3 in Wave 5.

- j. Visit each site at least once during the year;
  - k. Update master site register; and
  - I. Provide updates to the for-hire vessel directory prior to each wave;
  - m. Produce its own printed forms and other materials;
  - n. Have an NHFG representative attend Wave Review Meetings led by NMFS. RTI will reimburse travel costs up to a "not to be exceeded" amount defined in this agreement.
- 6. If New Hampshire falls short of the <u>Federal</u> quota in any wave/mode combination, RTI will reduce the payback to New Hampshire by the amount deducted from their payment by NMFS on account of the shortfall.
- 7. RTI shall:
  - a. Provide seven sets of equipment as requested by NHFG, including the most recent version of instruction manuals;
  - b. Provide electronic copies of all MRIP data forms prior to Wave 2 and whenever forms change;

- Provide sufficient prepaid mailers or other postage or shipping costs for the return of data forms from all completed assignments;
- d. Provide the appropriate number of assignments by wave and mode to meet quota levels for both the NMFS base level and state add-ons;
- e. Provide a list of weekly validation assignments and the final vessel directory for each wave;
- Monitor wave quota levels and provide NHFG with weekly quota level updates;
- g. Complete data entry of all NHFG base level and state add-on completed angler intercept surveys and telephone validation of at least 10% of each interviewers completed surveys;
- h. Fund wave meeting travel and expenses of New Hampshire representatives in an amount not to exceed \$3,000 for the life of the contract. Any travel costs in excess of the not to exceed amount of \$3,000 will be deducted from the funds paid to the State of New Hampshire as defined by this agreement. Travel expenditures for New Hampshire Fish and Game representatives attending wave meetings will be reimbursed by RTI after each wave meeting and within 45 days of receipt of corresponding expense report;
- i. Provide NHFG with intercept survey results of MRIP by wave. Monthly catch data shall be supplied to NHFG for review no later than the 10<sup>th</sup> day of the following month. Any preliminary data that is delivered electronically to the State of New Hampshire by the Contractor is subject to change until error-checking and error corrections have been completed under contractual agreement with the National Marine Fisheries Service. Without the permission of the Contracting Officer's Technical Representative for the MRIP Intercept Survey, preliminary data delivered directly to the State of New Hampshire and any estimates based on preliminary data should not be published or released to the public. States wishing to release or publish preliminary data or estimates should obtain them directly from the National Marine Fisheries Service. States may also obtain final data and estimates from the National Marine Fisheries Service as soon as they become available; and
- j. Provide NHFG with at least one hard copy and one electronic copy on disk of all data forms.
- k. Provide NHFG with training materials (e.g. power point presentation) annually to present to interviewing staff.

### PAYMENT

S. RTT will reimburse New Hampshire Fish and Game Department no later than January 31, 2013, up to the following amounts:

Subcontract of federal fieldwork to NHFG						
(448 intercepts and 21 head boat trips waves 2-5, includes ACCSP Add-on Headboat trip for Wave 2)						
Data entry by NHFG of 189 validation assignments @\$9.50 per validation assignment completed						
Subcontract of federal fieldwork to NHFG of ACCSP Add-ons - (134 CH mode interviews and 10 Head boat trips to be conducted in Waves 3-6)\$8,160.00						
Estimated Net Amount Due NHFG*						

\*RTI will pay NHFG only for the number of intercept interviews and/or Head boat trips conducted at the unit prices per the agreed upon schedule (see below-State Subcontract Base Unit Prices, Table 1).

Head boat unit prices are \$450 per quota unit (quota unit = boat trip). NHFG may determine the best way to staff these trips (e.g. one or two interviewers) but no more than 1 quota units will be compensated per head boat trip.

If NHFG elects to order additional interviewer if the number of intercepts and/or head boat trips actually conducted is greater than the NMFS base order plus the ACCSP Add-on, NHFG will compensate RTI at a rate of \$9.00 per intercept interview collected. If the State conducts less than 21 head boat interviewer trips, RTI will pay NHFG only for the number of trip assignments conducted at the unit prices per boat trip as per the agreed upon schedule.

Additional sample allocation for ACCSP for waves 3-5 will be reimbursed to NHFG by RTI at the same unit prices as for the base NMFS sample.

If NHFG elects to order additional sample in the SHORE and PRIVATE/ RENTAL modes, RTI will adjust the unit prices for those modes as shown in Table 2

TABLE 1: Unit Prices if Additional Sample Purchased in Shore and Private/Rental modes

Mode	Wave 2	Wave 3	Wave 4	Wave 5
Shore	\$42.00	\$32.00	\$27.00	\$45.00
Private/Rental Boat	\$42.00	\$32.00	\$30.00	\$38.00
Charter Boat	\$43.00	\$27.00	\$26.00	\$29.00
Head Boat (Boat Trips)	\$450.00	\$450.00	\$450.00	\$450.00

A summary of amounts owed NHFG will be provided via subcontractor reconciliations following RTI's data delivery to NOAA. RTI will issue payment to NHFG within 45 days from receipt of accepted invoice.

10. All funds received by NHFG shall be deposited into the Fish and Game Marine Division Fund, Account No. 020-075-2288

Approved by Attorney General of New Han	npshire for Form, Substance and Execution
By:	On: 8-23-12
Approval by the Governor and Council	
Ву:	On:

# 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 RESEARCH TRIANGLE INSTITUTE, a(n) North Carolina nonprofit corporation, registered to do business in New Hampshire on April 5, 2000. 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 9<sup>th</sup> day of July, A.D. 2012

William M. Gardner Secretary of State

# **CERTIFICATE OF VOTE**

- I, G. Edward Story, Corporate Secretary of Research Triangle Institute, do hereby certify that:
  - 1. I am the duly elected Corporate Secretary of Research Triangle Institute (RTI);
  - 2. The Board of Governors of RTI, at a duly constituted meeting held on March 27, 2012, adopted its *Resolution Delegating Authority to Corporate Officers*, including the authority to sub-delegate;
  - 3. The Delegation provides for the delegation of the power and authority in order to facilitate the orderly and efficient conduct of business and includes delegations of authority to enter into contracts, (which would include contracts with the State of New Hampshire, acting through its Fish & Game Department);
  - 4. The following is a true copy of the Warrant for Kevin Monkhouse, Subcontract Specialist, executed in accordance with the above-referenced resolution, delegating authority on behalf of RTI to enter into subcontracts for outside goods and services (including the State of New Hampshire) and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.
  - 5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Research Triangle Institute, this  $2^{nd}$  day of July 2012.

G. Edward Story Corporate Secretary

STATE OF NORTH CAROLINA

COUNTY OF DUCHAM

G. Edward Story, Corporate Secretary of <u>Research Triangle Institute</u>, acknowledged the foregoing instrument before me this \_\_\_\_\_ day of July 2012.

Notary Public/Justice of the Peace

My Commission Expires: APRIL 22, 2017

PAMELA E TEMPLE
NOTARY PUBLIC
DURHAM COUNTY, NC
My Commission Expires 4-22-2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2012

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											
	ertificate holder in lieu of such endor		CONTA	CT	<u> </u>						
PRC	DOUCER Marsh USA Inc.				PHONE FAX						
100 North Tryon Street, Suite 3200 Charlotte, NC 28202						FROME [AIC, No. Ext); [AIC, No]:  E-MAIL ADDRESS;					
						INSURER(S) AFFORDING COVERAGE NAIC #					
055982-RTI-CAS-12-13					INSURER A : Liberty Mutual Fire Insurance Company					23035	
INSURED					INSURE	National U	Inion Fire Ins Co I	Pittsburgh PA		19445	
Research Triangle Institute						кв: — Midwest F	mployers Casuali	v Company	_	23612	
	PO Box 12194 3040 Cornwallis Road				INSURE	l iherty Mu	itual Insurance Co	mpany		23043	
	Research Triangle Park, NC 27709-2194						M Insurance Con			10014	
			INDOKEN E.					10014			
	VERAGES CEF	TIEI	CATE	NUMBER:	INSURER F :   ATL-002730372-13   REVISION NUMBER			DEVISION NUMBER: 45			
					AVE 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	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
A	GENERAL LIABILITY	,		TB2-Z51-523148-162		06/01/2012	06/01/2013.	EACH OCCURRENCE	\$	1,000,000	
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	s	10,000	
								PERSONAL & ADV INJURY	\$	1,000,000	
								GENERAL AGGREGATE	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000	
	X POLICY PRO-						,		\$		
A	AUTOMOBILE LIABILITY			AS2-Z51-523148-172		06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000	
	X ANY AUTO							BODILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$		
	AUTOS AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$		
									\$		
B	X UMBRELLA LIAB X OCCUR			BE012712972		06/01/2012	06/01/2013	EACH OCCURRENCE	\$	\$10,000,000	
١.	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	10,000,000	
L	DED X RETENTION \$ 10,000								\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1		EWC007273 (NC Only)		06/01/2011	06/01/2013	X WC STATU- OTH-			
D	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		WC5-Z51-523148-152		06/01/2012	06/01/2013	E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH)	""						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						_	E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
E Commercial Property Coverage				GL052		06/01/2012	06/01/2013	Real & Personal Property		\$4,000,000	
					٠,						
	CRIPTION OF OPERATIONS /\LOCATIONS / VEHIC	LES (/	Attach .	ACORD 101, Additional Remarks	Schedule	, if more space i	s required)				
Evidence of Insurance											
CERTIFICATE HOLDER CANCELLATION											
Research Triangle Institute SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED									I ED BEFORE		
P.O. Box 12194						EXPIRATIO	N DATE THE	EREOF, NOTICE WILL E			
3040 Comwallis Road Research Triangle Park, NC 27709-2194						ACCORDANCE WITH THE POLICY PROVISIONS.					
						AUTHORIZED REPRESENTATIVE of Marsh USA Inc.					

Doana D. Cooper

Deana S. Cooper