

56 *Stew*



New Hampshire Fish and Game Department

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

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

July 22, 2013

Sole Source

Her Excellency, Governor Margaret Wood Hassan
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 \$50,423.00 for collection of information on catch by New Hampshire marine recreational anglers from the date of Governor and Council approval through June 30, 2014.
2. Authorize NHFG to accept and expend an estimated \$35,459.00 for the above performed services from the date of Governor and Council approval through June 30, 2014. This portion of the \$50,423.00 are funds in excess of the amount included in the 030, 050, 060, and 080 class of the FY14 budget in anticipation of receiving these monies.

Funds to be budgeted as follows:

| <u>20-07500-22880000</u> | | <u>Marine Division</u> | | <u>FY 2014</u> |
|--------------------------|------------------------------------|------------------------|-----------------|-----------------------|
| <u>Class</u> | | <u>Current Budget</u> | <u>Change</u> | <u>Revised Budget</u> |
| 010 | Personal Services - Permanent | \$492,935 | \$ 0 | \$492,935 |
| 020 | Current Expenses | 45,000 | 0 | 45,000 |
| 022 | Rents-Leases Other Than State | 1,450 | 0 | 1,450 |
| 026 | Organizational Dues | 25,000 | 0 | 25,000 |
| 030 | Equipment New/Replacement | 10,000 | 21,659 | 31,659 |
| 041 | Audit Fund Set Aside | 487 | 0 | 487 |
| 050 | Personal Services - Temp. | 80,000 | 10,000 | 90,000 |
| 060 | Benefits | 269,512 | 800 | 270,312 |
| 070 | In-State Travel | 2,500 | 0 | 2,500 |
| 080 | Out-of-State Travel | 1,500 | 3,000 | 4,500 |
| 102 | Contracts for Program Services | 100 | 0 | 100 |
| 103 | Contracts for Operational Services | 16,000 | 0 | 16,000 |
| | Total Expenses | \$944,484 | \$35,459 | \$979,943 |
| <u>Source of Funds:</u> | | | | |
| 000 | Federal Funds | \$485,444 | \$ 0 | \$485,444 |
| 009 | Agency Income | 14,964 | 35,459 | 50,423 |
| | Fish and Game Funds | <u>444,076</u> | <u>0</u> | <u>444,076</u> |
| | Total | \$944,484 | \$35,459 | \$979,943 |

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 2013, 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 030, 050, 060, and 080 Expenses. This will enhance our monitoring of marine fisheries resources by allowing the New Hampshire Fish and Game Department to conduct field activities with temporary staff, provide travel funds for the project leader to attend three required Wave meetings and purchase equipment needed for conducting the survey.

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte, Chief
Business Division



30 40 Cornwallis Road, Post Office Box 12194
Research Triangle Park, North Carolina 27709-2194 USA

RTI OFFICE OF PROCUREMENT - DELEGATION OF AUTHORITY

For the Outside Procurement of Goods and Services Executed in the Ordinary Course of Business

The Board of Governors of Research Triangle Institute ("RTI"), by duly adopted resolution, has authorized its President and CEO to delegate (with right of further delegation) to any other officer or employee of the corporation all or part of the authority granted him under said resolution and to establish and oversee corporate policies and procedures implementing appropriate sub-delegations within the corporation.

In accordance with said authority as set forth in the referenced resolution, M. Mohammad Ali has been delegated (with right to further delegate) authority to execute all such documents, affidavits, certifications, contracts and other agreements related to procurement that evidence a commitment by RTI and are undertaken in the ordinary course of business. In exercising the right to further delegate, M. Mohammad Ali has delegated those same authorities to Paul R. Dries, RTI Chief Procurement Officer, as well as the authority to further delegate to such other officers or employees all or part of said authority in accordance with appropriate policies, procedures and guidelines established and maintained to implement such sub-delegations.

In accordance with the aforementioned authority and subject to the limitations specified herein as well as in applicable RTI policies, procedures and guidelines, including the relevant operating procedures for the *Office of Procurement*, the following individuals are delegated the authority to execute all such documents, affidavits, certifications, contracts and other agreements related to outside procurement of goods and services that evidence a commitment on the part of RTI and are undertaken in the ordinary course of business:

| DELEGATED INDIVIDUAL | RTI POSITION | LIMIT OF DELEGATED AUTHORITY (USD) |
|----------------------|------------------------|------------------------------------|
| Kevin Monkhouse | Supply Chain Spec. III | \$500,000 |

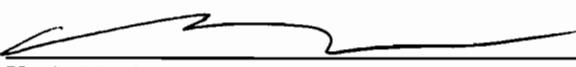
The delegation of authority hereunder may not be re-delegated. The delegation of authority hereunder is effective as of the date of approval specified below and is valid until such time as it is modified, revoked, or removed from the Office of Procurement's website.

Approved by:  6/13/2013

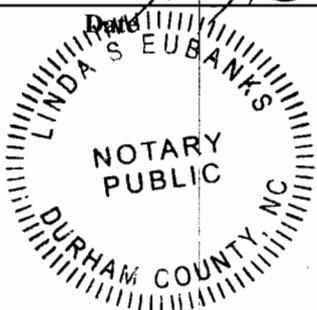
Paul R. Dries Date
Senior Director and Chief Procurement Officer
Research Triangle Institute

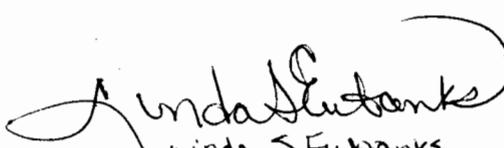
ACKNOWLEDGMENT

In accepting this authority, I confirm I have read, understood, and will abide by, the various RTI policies, procedures and guidelines governing the authorities I've been granted. Authorities granted under this delegation cannot be re-delegated to others.

Accepted by: 

Kevin Monkhouse 6/13/13
Date




Linda S. Eubanks
My Commission expires 08-10-13

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

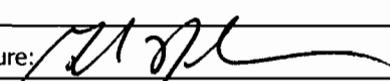
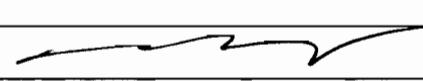
Subcontract Number 7-312-0213738

| | |
|---|--|
| <p>Subcontractor Information</p> <p>New Hampshire Fish and Game Department 225 Main St. Durham, NH 03824 USA</p> <p><u>Business Size:</u> <input type="checkbox"/> Small <input type="checkbox"/> Large</p> <p><u>Business Classification:</u> <input type="checkbox"/> Nonprofit <input type="checkbox"/> Educational Institution <input type="checkbox"/> Foreign Entity <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Small-Disadvantaged* <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Service-Disabled Veteran Owned* <input type="checkbox"/> HUB Zone</p> <p>*Copy of certification must be submitted.</p> | <p>Subcontract Information</p> <p>Subcontract Amount: <input type="text" value="\$50,423.00"/></p> <p>Funded Amount: <input type="text" value="\$36,697.00"/></p> <p>Period of Performance: <input type="text" value="03/01/13 to 12/31/13"/></p> <p>Subcontract Type: <input type="text" value="Fixed Rates & Cost Reimbursement"/></p> <p>CFDA Number: <input type="text"/></p> <p>NAIC Number: <input type="text"/></p> <p>Taxpayer ID Number: <input type="text"/></p> <p><u>Prime Contract Info:</u> NOAA Contract EA-133F-13-BA-0009 2013 APAIS- NH</p> |
|---|--|

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.

| | |
|---|--|
| <p>Subcontractor Contractual Personnel:</p> <p>Glenn Normandeau</p> <p>Project Manager: Kevin Sullivan 603-868-1095</p> <p>Signature: </p> <p>Typed Name: Glenn Normandeau</p> <p>Title: Executive Director</p> <p>Date: 7/29/13</p> | <p>RTI Contractual Personnel:</p> <p>Kevin Monkhouse 919-541-6048</p> <p>Project Manager: Mr Matthew Strobl 919-541-7395, x7395</p> <p>Signature: </p> <p>Typed Name: Kevin Monkhouse</p> <p>Title: Subcontract Specialist</p> <p>Date: 8/10/13</p> |
|---|--|

Glenn Normandeau, AAG
 7-29-13

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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 **\$50,423.00**. 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: State Subcontract Assignments by Type and Unit Cost

| | | Number of Assignments by Type | | | | | | | Unit Price Dollars by Total Assignments | | | | | | | Line item | |
|----------------------|--|-------------------------------|--------|--------|--------|--------|--------|--------|---|--------|----------|----------|----------|--------|---------|-----------|-----------------------------|
| | | Wave 1 | Wave 2 | Wave 3 | Wave 4 | Wave 5 | Wave 6 | Totals | Wave 1 | Wave 2 | Wave 3 | Wave 4 | Wave 5 | Wave 6 | Travel | | TOTAL |
| SH | | 0 | 0 | 17 | 21 | 17 | 0 | 55 | \$0 | \$0 | \$3,281 | \$4,053 | \$3,281 | \$0 | | \$10,615 | Shore Assignments |
| PR | | 0 | 0 | 26 | 27 | 19 | 0 | 72 | \$0 | \$0 | \$5,018 | \$5,211 | \$3,667 | \$0 | | \$13,896 | Private/ Rental Assignments |
| CH | | 0 | 0 | 11 | 11 | 10 | 0 | 32 | \$0 | \$0 | \$2,123 | \$2,123 | \$1,930 | \$0 | | \$6,176 | Charter Assignments |
| HB | | 0 | 0 | 6 | 8 | 6 | 0 | 20 | \$0 | \$0 | \$2,316 | \$3,088 | \$2,316 | \$0 | | \$7,720 | Headboat Trips |
| ACCSP | | 0 | 1 | 3 | 4 | 3 | 0 | 11 | \$0 | \$386 | \$1,158 | \$1,544 | \$1,158 | \$0 | | \$4,246 | ACCSP Headboat add-ons |
| TOTAL NON-HB | | 0 | 0 | 54 | 59 | 46 | 0 | 159 | \$0 | \$0 | \$1,042 | \$1,139 | \$888 | \$0 | | \$3,069 | Night sampling adjustment |
| DOCKSIDE VALIDATIONS | | 0 | 27 | 54 | 54 | 54 | 0 | | \$0 | \$243 | \$486 | \$486 | \$486 | \$0 | | \$1,701 | Dockside Validations |
| TRAVEL | | | | | | | | | | | | | | | \$3,000 | \$3,000 | Travel |
| | | | | | | | | | \$0 | \$629 | \$15,424 | \$17,644 | \$13,726 | \$0 | \$3,000 | \$50,423 | GRAND TOTAL |

- 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 \$36,697.00. 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 **December 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

For Subcontractor

Kevin Sullivan
 New Hampshire Fish and Game Department
 225 Main St.
 Durham, NH 03824 USA
 Phone: 603-868-1095

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

Email: kevin.sullivan@wildlife.nh.gov

- B. The RTI Principal Investigator/Project Manager assigned to this Subcontract is Mr Matthew Strobl.
- 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: 7-312-0213738
- Prime Contract number: EA-133F-13-BA-0009
- 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 **must** 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 subcontractors 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) any foreign official (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) any person, 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 Federal Travel Regulations (FTR).

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:

1. 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.

Appendix D: Federal Acquisition Regulation (FAR) Clauses

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 <https://www.acquisition.gov/Far/>. 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 "Subcontractor," the term "Contract" shall mean the "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.

1. CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(a) The Subcontractor agrees, in the performance of this subcontract, to keep the information furnished by the Government, via RTI, or acquired/developed by the Subcontractor in performance of the Subcontract and designated by the RTI Contracting Officer or RTI Contracting Officer's Representative, in the strictest confidence. The Subcontractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Subcontractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. The

Subcontractor agrees to immediately notify the RTI Contracting Officer in writing in the event that the Subcontractor determines or has reason to suspect a breach of this requirement has occurred

(b) The Subcontractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the RTI Contracting Officer. The Subcontractor agrees to insert the substance of this clause in any consultant or lower tier subcontract hereunder.

2. CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this subcontract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this subcontract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the subcontractor, its parents, affiliates, divisions, and subsidiaries, and successors in interest (hereinafter collectively referred to as "subcontractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The subcontractor warrants that, to the best of the subcontractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the subcontractor has disclosed all relevant information regarding any actual or potential conflict. The subcontractor agrees it shall make an immediate and full disclosure, in writing, to the RTI Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the subcontractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the subcontractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The RTI Contracting Officer may terminate this subcontract for convenience, in whole or in part, if the RTI Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the subcontractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the RTI Contracting Officer, RTI may terminate the subcontract for default, or pursue other such remedies as may be permitted by law or this subcontract.

(e) Lower Tier Subcontracts. The subcontractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any lower tier subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The term "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(f) Subcontractor Responsibilities. The subcontractor shall obtain from its lower tier subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The subcontractor shall identify and avoid, neutralize, or mitigate any lower tier subcontractor organizational conflict prior to award of the subcontract to the satisfaction of the Contracting Officer. If the lower tier subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the subcontractor must obtain the written approval of the Contracting Officer prior to entering into the lower tier subcontract. If the subcontractor becomes aware of a lower tier subcontractor's potential or actual organizational conflict of interest after contract award, the subcontractor agrees that the Contractor may be required to eliminate the lower tier subcontractor from its team, at the subcontractor's own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this subcontract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the subcontractor may at any time seek a waiver from the Government, via RTI, by submitting such waiver request to the RTI Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

3. APPLICABLE FEDERAL ACQUISITION REGULATIONS (FAR) AND COMMERCE ACQUISITION REGULATIONS (CAR) CLAUSES

| Clause Number | Title | Date |
|--------------------|--|----------|
| 52.202-1 | Definitions | Jan 2012 |
| 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 |
| 52.203-7 | Anti-Kickback Procedures | Oct 2010 |
| 52.203-8 | Cancellation, Rescission and Recovery of Funds for Illegal and Improper Activity | Jan 1997 |
| 52.204-4 | Printed or Copied Double-Sided On Postconsumer Fiber Content Paper | May 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | Jan 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | Feb 2012 |
| 52.204-99 | System for Award Management Registration (Deviation) | Sep 2012 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | Feb 2012 |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | May 2012 |
| 52.215-15 | Pension Adjustments and Asset Reversions | Oct 2010 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | Oct 1997 |
| 52.215-18 | Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions | Jul 2005 |
| 52.215-19 | Notification of Ownership Changes | Oct 1997 |
| 52.215-2 | Audit and Records—Negotiation | Oct 2010 |
| 52.215-2 (Alt. II) | Audit and Records—Negotiation (Applicable if Cost type subcontract is contemplated) | Apr 1998 |
| 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 |
| 52.222-1 | Notice to Government of Labor Disputes | Feb 1997 |
| 52.222-3 | Convict Labor | Jun 2003 |
| 52.229-19 | Child Labor – Cooperation with Authorities and Remedies | Apr 2012 |
| 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 |

| | | |
|--------------------|---|----------|
| 52.222-41 | Service Contract Act of 1965 | Nov 2007 |
| 52.222-50 | Combating Trafficking in Persons | Feb 2009 |
| 52.222-54 | Employment Eligibility Verification | Jan 2009 |
| 52.223-3 | Hazardous Material Identification and Material Safety Data | Jan 1997 |
| 52.223-5 | Pollution Prevention and Right to Know Information | May 2011 |
| 52.223-10 | Waste Reduction Program | May 2011 |
| 52.223-15 | Energy Efficiency in Energy Consuming Products | Dec 2007 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | Aug 2011 |
| 52.225-5 | Trade Agreements | May 2012 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | Jun 2008 |
| 52.227-1 | Authorization and Consent | Dec 2007 |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | Dec 2007 |
| 52.227-3 | Patent Indemnity | Apr 1984 |
| 52.227-14 | Rights in Data – General (Not Applicable Under Department of Defense Procurements—see DFARS) | Dec 2007 |
| 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 (Alt I.) | Stop Work Order (Cost Reimbursement) | 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 |
| 52.246-5 | Inspection of Services (Cost Reimbursement) (“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 in 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) | Apr 1984 |
| 52.249-6 | Termination (Cost Reimbursement) | May 2004 |
| 52.249-14 | Excusable Delays | Apr 1984 |
| 52.252-2 | Clauses Incorporated by Reference | Feb 1998 |
| CAR 1352.209-73 | Compliance with the Laws | Apr 2010 |

EMPLOYEE RIGHTS ON GOVERNMENT CONTRACTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

This establishment is performing Government contract work subject to (check one)

- SERVICE CONTRACT ACT (SCA) or**
 PUBLIC CONTRACTS ACT (PCA)

MINIMUM WAGES Your rate must be no less than the Federal minimum wage established by the Fair Labor Standards Act (FLSA).

A higher rate may be required for SCA contracts if a wage determination applies. Such wage determination will be posted as an attachment to this Notice.

FRINGE BENEFITS SCA wage determinations may require fringe benefit payments (or a cash equivalent). PCA contracts do not require fringe benefits.

OVERTIME PAY You must be paid 1.5 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.

CHILD LABOR No person under 16 years of age may be employed on a PCA contract.

SAFETY & HEALTH Work must be performed under conditions that are sanitary, and not hazardous or dangerous to employees' health and safety.

ENFORCEMENT Specific DOL agencies are responsible for the administration of these laws. To file a complaint or obtain information for: Contact the Wage and Hour Division by calling its toll-free help line at 1-866-4-USWAGE (1-866-487-9243), or visit its Web site at www.wagehour.dol.gov.

Contact the Occupational Safety and Health Administration (OSHA) by calling 1-800-321-OSHA (1-800-321-6742), or visit its Web site at www.osha.gov.

For additional information:



1-866-4-USWAGE 

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

U.S. Department of Labor

Washington, D.C. 20210

The purpose of the discussion below is to advise contractors which are subject to the Walsh-Healey Public Contracts Act or the Service Contract Act of the principal provisions of these acts.

Walsh-Healey Public Contracts Act

General Provisions This act applies to contracts which exceed or may exceed \$10,000 entered into by any agency or instrumentality of the United States for the manufacture or furnishing of materials, supplies, articles, or equipment. The act establishes minimum wage, maximum hours, and safety and health standards for work on such contracts, and prohibits the employment on contract work of convict labor (unless certain conditions are met) and children under 16 years of age. The employment of homeworkers (except homeworkers with disabilities employed under the provisions of Regulations, 29 CFR Part 525) on a covered contract is not permitted.

In addition to its coverage of prime contractors, the act under certain circumstances applies to secondary contractors performing work under contracts awarded by the Government prime contractor.

All provisions of the act except the safety and health requirements are administered by the Wage and Hour Division.

Minimum Wage Covered employees must currently be paid not less than the Federal minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Overtime Covered workers must be paid at least one and one-half times their basic rate of pay for all hours worked in excess of 40 a week. Overtime is due on the basis of the total hours spent in all work, Government and non-Government, performed by the employee in any week in which covered work is performed.

Child Labor Employers may protect themselves against unintentional child labor violations by obtaining certificates of age. State employment or age certificates are acceptable.

Safety and Health No covered work may be performed in plants, factories, buildings, or surroundings or under work conditions that are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in the performance of the contract. The safety and health provisions of the Walsh-Healey Public Contracts Act are administered by the Occupational Safety and Health Administration.

Posting During the period that covered work is being performed on a contract subject to the act, the contractor must post copies of Notice to Employees Working on Government Contracts in a sufficient number of places to permit employees to observe a copy on the way to or from their place of employment.

Responsibility for Secondary Contractors Prime contractors are liable for violations of the act committed by their covered secondary contractors.

Service Contract Act

General Provisions The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

Wages and Fringe Benefits Every service employee performing any of the Government contract work under a service contract in excess of \$2,500 must be paid not less than the monetary wages, and must be furnished the fringe benefits, which the Secretary of Labor has determined to be prevailing in the locality for the classification in which the employee is working or the wage rates and fringe benefits (including any accrued or prospective wage rates and fringe benefits) contained in a predecessor contractor's collective bargaining agreement. The wage rates and fringe benefits required are usually specified in the contract but in no case may employees doing work necessary for the performance of the contract be paid less than the minimum wage established in section 6(a)(1) of the Fair Labor Standards Act.

Service contracts which do not exceed \$2,500 are not subject to prevailing rate determinations or to the safety and health requirements of the act. However, the act does require that employees performing work on such contracts be paid not less than the minimum wage rate established in section 6(a)(1) of the Fair Labor Standards Act.

Overtime The Fair Labor Standards Act and the Contract Work Hours Safety Standards Act may require the payment of overtime at time and one-half the regular rate of pay for all hours work on the contract in excess of 40 a week. The Contract Work Hours Safety Standards Act is more limited in scope than the Fair Labor Standards Act and generally applies to Government contracts in excess of \$100,000 that require or involve the employment of laborers, mechanics, guards, watchmen.

Safety and Health The act provides that no part of the services in contracts in excess of \$2,500 may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services. The safety and health provisions of the Service Contract Act are administered by the Occupational Safety and Health Administration.

Notice to Employees On the date a service employee commences work on a contract in excess of \$2,500, the contractor (or subcontractor) must provide the employee with a notice of the compensation required by the act. The posting of the notice (including any applicable wage determination) contained on the reverse in a location where it may be seen by all employees performing on the contract will satisfy this requirement.

Notice in Subcontracts The contractor is required to insert in all subcontracts the labor standards clauses specified by the regulations in 29 CFR Part 4 for Federal service contracts exceeding \$2,500.

Responsibility for Secondary Contractors Prime contractors are liable for violations of the act committed by their covered secondary contractors.

Other Obligations Observance of the labor standards of these acts does not relieve the employer of any obligation he may have under any other laws or agreements providing for higher labor standards.

Additional Information Additional information and copies of the acts and applicable regulations and interpretations may be obtained from the nearest office of the Wage and Hour Division or the National Office in Washington, D.C. Information pertaining to safety and health standards may be obtained from the nearest office of the Occupational Safety and Health Administration or the National Office in Washington, D.C.

The following Wage Determinations are applicable to this BPA. The revision number and date of each applicable Wage Determination are as specified in the Contractor's GSA FSS contract.

| Wage Determination Number | State | Counties |
|---------------------------|----------------|--|
| 2005-3023 | Connecticut | Statewide excluding Fairfield & New Haven |
| 2005-3027 | Connecticut | Fairfield & New Haven |
| 2005-2095 | Delaware | Sussex |
| | Maryland | Somerset, Wicomico, Worcester |
| | Virginia | Accomack, Northampton, Stafford |
| 2005-2097 | Delaware | Kent, New Castle |
| | Maryland | Caroline, Cecil, Dorchester, Kent, Talbot |
| | New Jersey | Salem |
| 2005-2103 | Maryland | Montgomery, Prince George's, St. Mary's, King George, Prince William |
| 2005-2115 | Georgia | Brantley, Camden, Charlton, Glynn, Pierce |
| 2005-2131 | Georgia | Ware |
| 2005-2135 | South Carolina | Allendale, Bamberg |
| 2005-2141 | Georgia | Appling, Bryan, Bulloch, Chatham, Effingham, Evans, Liberty, Long, McIntosh, Screven, Tattnall, Wayne, |
| | South Carolina | Hampton, Jasper |
| 2005-2241 | Maine | Statewide |
| 2005-2247 | Maryland | Anne Arundel, Baltimore, Baltimore City, Harford, Howard |
| 2005-3015 | Maryland | Queen Anne's |
| 2005-2253 | Massachusetts | Bristol, Norfolk |
| | Rhode Island | Providence |
| 2005-2255 | Massachusetts | Essex, Middlesex, Norfolk, Plymouth, Suffolk |
| 2005-2257 | New Hampshire | Rockingham |
| 2005-2259 | Massachusetts | Barnstable, Dukes, Nantucket |
| 2005-2339 | New Hampshire | Statewide excluding Rockingham |
| 2005-2345 | New Jersey | Atlantic, Cape May, Cumberland |
| 2005-2347 | New Jersey | Bergen, Passaic |
| 2005-2349 | New Jersey | Middlesex, Somerset |
| 2005-2351 | New Jersey | Monmouth, Ocean |
| 2005-2353 | New Jersey | Essex, Hudson, Morris, Union |
| 2005-2355 | New Jersey | Mercer |
| 2005-2373 | New York | Nassau, Suffolk |
| 2005-2375 | New York | Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester |
| 2005-2389 | North Carolina | Polk |
| 2005-2393 | North Carolina | Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, |

| | | |
|-----------|----------------|---|
| | | Wayne, Wilson |
| | South Carolina | Dillon, Horry, Marion |
| 2005-2401 | North Carolina | Bertie, Durham, Edgecombe, Franklin, Granville, Halifax, Hertford, Nash, Northampton, Vance, Wake, Warren |
| 2005-2449 | New Jersey | Burlington, Camden, Gloucester |
| 2005-2467 | Rhode Island | Statewide excluding Providence |
| 2005-2473 | South Carolina | Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Williamsburg |
| 2005-2475 | South Carolina | Clarendon |
| 2005-2477 | South Carolina | Florence |
| 2005-2543 | North Carolina | Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans |
| | Virginia | Charles City, Chesterfield, Colonial Heights, Dinwiddie, Essex, Hanover, Henrico, Hopewell, King William, King and Queen, Lancaster, Middlesex, New Kent, Northumberland, Petersburg, Prince George, Richmond, Sussex, Westmoreland |
| 2005-3019 | Virginia | Fredericksburg, Spotsylvania |

Appendix E: Statement of Work/Budget

The New Hampshire Fish and Game Department (NH FGD) will serve as a subcontractor to RTI international (RTI) on the Access Point Angler Intercept Survey (APAIS, or Intercept Survey) and will conduct interviews as stipulated by this Statement of Work. More specifically, NH FGD shall complete the tasks listed below in accordance with the regulations and procedures described in the Prime Contract Statement of Work.

NH FGD will:

- Recruit, hire, train, and supervise field interviewers;
- Duplicate and distribute materials provided by RTI (listed below) to field interviewers;
- Issue Intercept Survey assignments to interviewers using the online Scheduling Application or other process;
- Conduct interviews at locations, during specified time intervals, and on dates as stipulated by the assignments that are drawn each wave
- Provide each week's tally information to RTI by Monday of the following week;
- Complete assignments as given by NMFS/ RTI, and inform RTI immediately if any assignments cannot be completed (and will therefore be recorded as "canceled");
- Send data to RTI on a regular basis, and ensure that all data for a given month is received by RTI by the 3rd of the following month;
- Carefully review monthly reports of species ("fishdumps") and provide input regarding the content of the reports as requested by RTI;
- Observe the rules stipulated by NMFS in the Intercept Survey Procedures Manual (previously provided) and Statement of Work, unless exceptions are obtained in writing.
- Have an NH FGD representative attend at least two of the three Wave Review Meetings led by NMFS.

In addition, the NH FGD is responsible for the following project costs:

- Administration of, and all costs associated with (i.e., mileage), the Intercept Survey in accordance with all policies and procedures included in the Intercept Survey Statement of Work;
- Printing of all forms needed for the project; and
- Postage costs.
- Travel costs for wave meeting attendance by NH FGD employees will be reimbursed by RTI to the State of NH.

RTI will:

- Provide sets of equipment as requested by NH FGD, to include one 2.5 kg scale, one 12.5 kg scale, one fish measuring board, one Field Guide to Atlantic Coast Fishes, one coding manual, and one procedures manual;
- Provide electronic copies of all forms prior to Wave 2 and whenever forms change;
- Draw the required number of Intercept Survey head boat assignments and provide the information to NH FGD via the Scheduling Application;
- Provide the validation quotas and draw prior to the start of each wave;
- Provide data entry services for base level and any state add-on completed angler intercept surveys
- Provide telephone validation for 10% of base level and any state add-on completed angler intercept surveys;
- Provide NH FGD with Wave Reports containing intercept survey results of the Intercept Survey; Notify NH FGD immediately upon notification by NMFS of Intercept Survey Data Reviews Meetings.

Any preliminary data that are delivered electronically to the NH FGD are 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 Intercept Survey Contract, preliminary data delivered directly to NH FGD and any estimates based on that 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.

Sampling Period/Wave

| | |
|-------------------|--------|
| May-June | Wave 3 |
| July-August | Wave 4 |
| September-October | Wave 5 |
| November-December | Wave 6 |

COMPENSATION

The basis for compensation for the services described in the Statement of Work is included in the tables displayed below. Table 1 shows the base quota ordered by the NMFS/ACCSP for NH FGD. Table 2 shows Assignments by Type and Unit Cost by Total Assignment

Compensation

- Compensation will be set at \$193 per person assignment across all modes, in all waves.
- All daytime assignments (8:00 AM- 2:00 PM, 2:00 PM- 8:00 PM) will be compensated at \$193.
- All nighttime assignments (8:00 PM- 2:00 AM, 2:00 AM- 8:00 AM) will be compensated at \$386 per assignment and require two field staff per assignment.
- All headboat mode trips will be compensated at \$386 per trip, and it is left to the state's discretion as to whether one or two staff will be assigned.
- RTI will pay \$9.00 per completed dockside validation
- If Subcontractor wishes to complete assignments above and beyond the totals order by NMFS, as defined by SCR 1., it will be charged \$9.00 per intercept interview collected for each assignment completed.

In the event that the NH FGD falls short of the federal quota in any wave/mode combination, RTI will reduce reimbursement to the NH FGD, by the amount deducted from RTI's payment from NMFS, as a result of the shortfall.

An NH FGD representative is required to attend at least two of the three Wave Review Meetings led by NMFS. RTI will reimburse travel costs in an amount not to exceed \$3,000. For the life of this contract.

A summary of amounts owed NH FGD will be provided via subcontractor following RTI's reconciliations data delivery to NOAA. RTI will issue payment to NH FGD 30 days from receipt of accepted invoice.

Table 1: NMFS/ACCSP Base Quotas by Mode

| | | Wave 1 | Wave 2 | Wave 3 | Wave 4 | Wave 5 | Wave 6 | Totals |
|-----------|--------------|--------|--------|--------|--------|--------|--------|--------|
| NH | SH | 0 | 0 | 17 | 21 | 17 | 0 | 55 |
| | PR | 0 | 0 | 26 | 27 | 19 | 0 | 72 |
| | CH | 0 | 0 | 11 | 11 | 10 | 0 | 32 |
| | HB | 0 | 0 | 6 | 8 | 6 | 0 | 20 |
| | ACCSP | 0 | 1 | 3 | 4 | 3 | 0 | 11 |

Dockside Validations

| | | CH validations | | | | | |
|-----------|--|-----------------------|--------|--------|--------|--------|-------|
| | | wave 2 | wave 3 | wave 4 | wave 5 | wave 6 | TOTAL |
| NH | | 0 | 27 | 27 | 27 | 0 | 81 |

| | | HB validations | | | | | |
|-----------|--|-----------------------|--------|--------|--------|--------|-------|
| | | wave 2 | wave 3 | wave 4 | wave 5 | wave 6 | TOTAL |
| NH | | 27 | 27 | 27 | 27 | 0 | 108 |

Table 2: State Subcontract Assignments by Type and Unit Cost

| | | Number of Assignments by Type | | | | | | | Unit Price Dollars by Total Assignments | | | | | | | Line item | |
|----------------------|--|-------------------------------|--------|--------|--------|--------|--------|--------|---|--------|----------|----------|----------|--------|---------|-----------|-----------------------------|
| | | Wave 1 | Wave 2 | Wave 3 | Wave 4 | Wave 5 | Wave 6 | Totals | Wave 1 | Wave 2 | Wave 3 | Wave 4 | Wave 5 | Wave 6 | Travel | | TOTAL |
| SH | | 0 | 0 | 17 | 21 | 17 | 0 | 55 | \$0 | \$0 | \$3,281 | \$4,053 | \$3,281 | \$0 | | \$10,615 | Shore Assignments |
| PR | | 0 | 0 | 26 | 27 | 19 | 0 | 72 | \$0 | \$0 | \$5,018 | \$5,211 | \$3,667 | \$0 | | \$13,896 | Private/ Rental Assignments |
| CH | | 0 | 0 | 11 | 11 | 10 | 0 | 32 | \$0 | \$0 | \$2,123 | \$2,123 | \$1,930 | \$0 | | \$6,176 | Charter Assignments |
| HB | | 0 | 0 | 6 | 8 | 6 | 0 | 20 | \$0 | \$0 | \$2,316 | \$3,088 | \$2,316 | \$0 | | \$7,720 | Headboat Trips |
| ACSP | | 0 | 1 | 3 | 4 | 3 | 0 | 11 | \$0 | \$386 | \$1,158 | \$1,544 | \$1,158 | \$0 | | \$4,246 | ACSP Headboat add-ons |
| TOTAL NON-HB | | 0 | 0 | 54 | 59 | 46 | 0 | 159 | \$0 | \$0 | \$1,042 | \$1,139 | \$888 | \$0 | | \$3,069 | Night sampling adjustment |
| DOCKSIDE VALIDATIONS | | 0 | 27 | 54 | 54 | 54 | 0 | | \$0 | \$243 | \$486 | \$486 | \$486 | \$0 | | \$1,701 | Dockside Validations |
| TRAVEL | | | | | | | | | | | | | | | \$3,000 | \$3,000 | Travel |
| | | | | | | | | | \$0 | \$629 | \$15,424 | \$17,644 | \$13,726 | \$0 | \$3,000 | \$50,423 | GRAND TOTAL |

