



# New Hampshire Fish and Game Department

603 omw

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Glenn Normandeau  
Executive Director

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

April 30, 2013

*Sole Source*

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **SOLE-SOURCE** contract with Daniel and Melissa Hayward d/b/a TERNS LLC (vendor code 208393) to continue ongoing endangered seabird restoration on the Isles of Shoals for a total of \$54,000 from the date of Governor and Council approval through March 31, 2014. Funds are 50% federal and 50% Conservation License Plate.

Funding is available in account Conservation License Plate, for these services and will be expended as follows, contingent upon the availability and continued appropriations for State Fiscal Years 2013 and 2014, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

### **03-75-75-751520-2139 WILDLIFE PROGRAM – Conservation License Plate**

	<u>FY13</u>	<u>FY14*</u>
20-07500-21390000-304-500841 Research and Management	\$27,000	\$27,000

\*Pending budget approval

### EXPLANATION

This contract is entered into by New Hampshire Fish and Game and Daniel & Melissa Hayward d/b/a TERNS LLC, herein referred to as NHFG and TERNS LLC, respectively. The purpose of this agreement is to continue monitoring and management efforts of the endangered Seabird Restoration Project at the Isles of Shoals.

Since 1997, the Nongame and Endangered Wildlife Program of NHFG has been working with conservation partners to restore threatened and endangered tern species to the Isles of Shoals. Common, roseate and arctic terns had not nested on the Shoals since 1955 because of competition and predation from herring gulls and great black-backed gulls. During the twentieth century gull populations increased dramatically in response to the plentiful foods available at human created landfills and tern colonies, such as at the Isles of Shoals, were decimated.

This contract is offered sole-source to TERNS LLC because of their proven track record to monitor and protect the tern colony, to conduct census, research and habitat management efforts, and to successfully carry out the overall operations and logistics of the Seabird Restoration Project at the Isles of Shoals.

Daniel Hayward has been involved with the Seabird Restoration Project since 1998 when just 41 pairs of common terns settled in to nest. Melissa Hayward joined the project in 2003 and by 2011 the tern colony had grown tremendously to over 2,800 pairs, with all three-target species successfully nesting, including roseate terns, a federally endangered species that is struggling for survival throughout its range.



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The tremendous success was largely the result of biologists' efforts, including the Hayward's, to exclude gulls from nesting on the state-owned White and Seavey Islands and to attract terns by setting out wooden decoys and broadcasting recordings of tern calls from the Island.

For the past several years, Daniel and Melissa Hayward have coordinated the Seabird Restoration Project at the Isles of Shoals working under various organizations contracted by the NHFG including NH Audubon and most recently Cornell University's Shoals Marine Lab. During Dan's 15 years and Melissa's 10 years working on the project, they have demonstrated exceptional knowledge, skills, and abilities at all levels from monitoring the colony, to conducting population wide surveys, banding hatchlings, and coordinating all logistics of the project including transport of staff, volunteers, student groups and others to and from the island as well as maintaining food, equipment and supplies necessary for the project. They have implemented education and outreach programs and mentored students and interns. Both Dan and Melissa have continuously worked closely with conservation partners not only in N.H., but throughout the region and are actively involved in the Gulf of Maine Seabird Working Group.

Now that the colony has reached full capacity, continued human presence on the Island is required to prevent gulls and other predators from decimating the tern colony, maintain suitable habitat and continue fostering successful breeding conditions for threatened and endangered seabirds at the Isles of Shoals.

All state funds for this project are from the Conservation License Plate Program. The U.S. Fish and Wildlife Service will provide 50% matching funds for all eligible activities. These federal funds are currently budgeted in the Conservation License Plate operating budget.

Upon Governor and Council approval, TERNS LLC will be reimbursed according to completion of tasks that are detailed in exhibits A and B.

Respectfully submitted,



Glenn Normandeau  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division



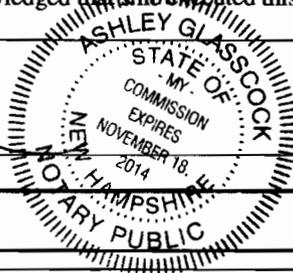
Subject: Endangered Seabird Restoration on the Isles of Shoals **FORM NUMBER P-37 ( version 1/09)**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Daniel & Melissa Hayward d/b/a TERNS, LLC		1.4 Contractor Address 133 Ryder Corner Rd, Sunapee, NH 03782-2815	
1.5 Contractor Phone Number (603) 763-5763	1.6 Account Number 2139-304-0841	1.7 Completion Date 3/31/2014	1.8 Price Limitation \$54,000.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-2741	
1.11 Contractor Signature <i>Daniel &amp; Melissa Hayward</i>		1.12 Name and Title of Contractor Signatory DANIEL G. HAYWARD Melissa Hayward members	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>4-15-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that <del>she</del> <del>he</del> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Ashley Glasscock</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Ashley Glasscock			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>5-1-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

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

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

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

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

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

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Date 4/15/13

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials DeH M/H  
Date 7/15/13

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

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

## EXHIBIT A SCOPE OF SERVICES

Objective 1: To hire, supervise and provide logistical support for tern restoration staff for the 2013 season.

Task a. TERNS LLC will hire and supervise seasonal employees to carry out tern restoration and management activities on White and Seavey Islands, Isles of Shoals including, setting up, maintaining and breaking down project equipment and facilities.

Task b. TERNS LLC will provide transportation for Project staff, equipment, and supplies for initial set up, end of season off-loading and specific pre-scheduled events, i.e. avian influenza testing and habitat management prescriptions. Throughout the season, TERNS LLC will coordinate routine transport for Project staff, equipment, and supplies as routinely scheduled trips allow.

Task c. TERNS LLC will provide food, water, gasoline, and other miscellaneous supplies to Project staff.

Task d. TERNS LLC will coordinate and implement a volunteer program aimed at assisting the island staff in population monitoring, banding, and other aspects of project implementation.

Task e. TERNS LLC will maintain records of condition, status and location of project equipment and will submit a list of equipment purchased with Project funds which are to remain with the project.

Objective 2: To monitor common, roseate and arctic terns on White and Seavey Islands

Task a. TERNS LLC will coordinate staff and volunteers to conduct a colony-wide census between June 10 and June 20. Participants will follow an accepted protocol described in the regional seabird management plan.

Task b. TERNS LLC will band sufficient numbers of terns to determine recruitment levels and to determine movements among other Atlantic colonies.

Objective 3: To manage island conditions to protect the tern colony from predation and unnecessary human disturbance.

Task a. TERNS LLC will implement appropriate management strategies in order to protect the nest sites during the tern-breeding season. This will include, but not be limited to, posting appropriate signage and fencing around the tern colony preventing people from entering the nesting area and disturbing the colony and implementing outreach efforts to other island entities. TERNS LLC will work with NHFG and DRED to create and install informational signage.

Task b. TERNS LLC will implement a predator control program to reduce the effects of gull predation and disturbance on the tern colony. NHFG and USDA Wildlife Services will provide training and oversight of gull control activities.

Task c. TERNS LLC will work with NHFG and NHA to evaluate data collected in previous years, recommend changes to collection protocols and identify appropriate technical journals to publish results (e.g. Waterbirds, Condor, Biological Conservation).

Task d. TERNS LLC will work with regional seabird research and restoration efforts to develop a regional design for research and conservation action.

Contractor Initials: DeA

Date: 4/16/2013

In addition to any special reporting requirements listed below, TERNS LLC will be required to submit to NHFG the following:

1. A summary reporting the species status, season totals, trends and highlights for submission to the Conservation License Plate Committee due no later than the second Friday in September 2013.
2. A summary reporting the species status season totals, trends and highlights for submission to the US Fish and Wildlife Service due no later than the second Friday in September 2013.
3. A final season report due no later than December 1, 2013.

Special reporting requirements:

- a. Submit, as part of the final season report, a summary of the seabird population, following the reporting guidelines in the Population Monitoring Protocol.
- b. Submit, as part of the final season report, a section documenting the results of the island-wide census and the method used in conducting the census.
- c. Submit, as part of the final season report, a section documenting island coverage throughout the season, including the number of people per day implementing predator control, number of days with no island coverage and trainings provided.
- d. Submit, as part of the final season report, a section documenting the results of the predator control effort as described in the gull control protocol. The results of this effort must be reported to the USFWS prior to the issuance of a renewal permit.

Contractor Initials: Datt

Date: 4/16/2013

**EXHIBIT B  
METHOD OF PAYMENT**

Financial Terms: Total Budget

<b>Budget Items</b>	<b>Federal Funding</b>	<b>Conservation License Plate</b>	<b>Total</b>
<b>Salaries and Wages</b>	<b>\$19,950.00</b>	<b>\$19,950.00</b>	<b>\$39,900.00</b>
<b>Supplies and Services</b>	<b>\$6,600.00</b>	<b>\$6,600.00</b>	<b>\$13,200.00</b>
<b>Travel</b>	<b>\$450.00</b>	<b>\$450.00</b>	<b>\$900.00</b>
<b>Total Project Cost</b>	<b>\$27,000</b>	<b>\$27,000.00</b>	<b>\$54,000.00</b>

NHFG agrees to reimburse the contractor up to \$54,000 of approved project expenses upon completion of project tasks and submission of identified reports.

1. Contractor shall apply for reimbursement of actual costs through submission of an invoice for all federally eligible activities to be coded as follows: **Federal Grant T-2-3-R-1, Project 14.**
2. Contractor shall invoice separately for time spent on any lethal gull control activity time should be coded as follows: **State Grant ST-1, Project 2, Job 6.**
3. Contractor shall sign and submit timesheets for volunteers that have provided service that is reasonable and necessary for project completion.
4. Contractor shall submit invoices on a quarterly basis. All invoices shall be sent to:

Linda Verville  
NH Fish and Game  
11 Hazen Drive  
Concord, NH 03301

5. Failure to submit reports by the deadlines specified in Exhibit A, Scope of Services, shall be grounds for withholding payment of invoiced project costs.
6. Continuation of this contract for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the contractor will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.
7. The contractor agrees to maintain financial documents necessary to comply with the state and federal regulations.
8. Any publications or publicity regarding these projects must recognize funding sources: USFWS State Wildlife Grants, New Hampshire Fish and Game Nongame and Endangered Wildlife Program, NH Moose Conservation License Plate Program.

Contractor Initials: DC#

Date: 4/16/2013

**Exhibit C**  
**Special Provisions**

The New Hampshire Fish and Game Department agrees to waive the provisions of Paragraph 14.1.1 reducing the amount required for insurance coverage per incident to \$1,000,000.

All property purchased with these funds will remain the property of the New Hampshire Fish and Game Department.

TERNS LLC will provide the New Hampshire Fish and Game Department access to photographs and videos taken while under contract. Any photographs or videos used by NHF&G shall be credited to the photographer or videographer.

**Exhibit D**  
**Federal Award Information and Compliances**

This contract is funded by a grant to the New Hampshire Fish and Game Department from the Department of Interior, United States Fish and Wildlife Service, through the "State Wildlife Grants" federal assistance program (CFDA # 15.634).

This contract is subject to Sub-part C of the OMB guidance in 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1400 Non-procurement Debarment and Suspension.

**Certification Regarding Debarment and Suspension:** By signing this contract the contractor certifies per Subpart C of 2 CFR Part 180 that neither the contractor nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds.

Contractor Initials: DeH

Date: 4/13/2013

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Terns, LLC is a New Hampshire limited liability company formed on March 18, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16<sup>th</sup> day of April, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# TERNS

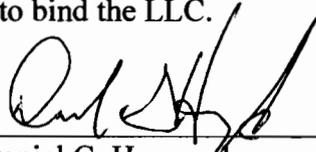
The Ecological Restoration of Native Species



## LLC Certification of Authority

I, Daniel G. Hayward hereby certify that I am a Member of TERNS, LLC, a limited liability company under RSA 304-C and that Melissa D. Hayward is also a Member of TERNS, LLC and that I certify that he/she is authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the LLC.

Signed:   
Daniel G. Hayward

Signed:   
Melissa D. Hayward

Date: 4/16/2013

Date: 4-16-2013

State of New Hampshire, County of Sullivan

On this the 16 day of April 2013, before me Victoria Pozniak, the undersigned officer, personally appeared Daniel & Melissa Hayward known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.









