



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 31, 2016

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the New Hampshire Fish and Game Department (NHFG) Great Bay National Estuarine Research Reserve (GBNERR) through fiscal agent Great Bay Stewards, Inc. (GBS) (VC #208564), Greenland, NH, in the amount of \$10,000.75 to provide outreach to coastal communities on the recommendations from the Coastal Risk and Hazards Commission and conduct a state agency inventory of vulnerable state assets in New Hampshire, effective upon Governor and Council approval through March 31, 2018. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2017</u>
03-44-44-442010-1209-102-500731	\$10,000.75
Dept. Environmental Services, Coastal Resilience, Contracts for Program Services	

EXPLANATION

As part of its grant application to the National Oceanic and Atmospheric Administration, the NHDES Coastal Program (NHCP) budget included local technical planning assistance funds for the University of New Hampshire Natural Resources Outreach Coalition (NROC), the GBNERR through fiscal agent GBS, and two Regional Planning Commissions – Rockingham Planning Commissions (RPC) and Strafford Regional Planning Commission (SRPC) – that serve communities located in the coastal zone. These funds were specifically targeted to support partnerships with these organizations for the purposes of advancing coastal resilience and adaptation planning by working with communities to prioritize and implement the final recommendations of the Coastal Risk and Hazards Commission (CRHC). The CRHC, established by legislation in 2013, was charged with “recommending legislation, rules, and other actions to prepare for projected sea level rise and other coastal and coastal watershed hazards such as storms, increased river flooding, and storm water runoff, and the risks such hazards pose to municipalities and state assets in New Hampshire.” Many of the CRHC’s recommendations, which were released this spring, promote program and policy changes at the local level, including a recommendation that municipalities consider projections of future sea level and precipitation conditions in their activities and plans. The overall goal of the project is to provide the capacity needed for New Hampshire coastal

municipalities to begin implementing the CRHC's final recommendations. This agreement is **SOLE SOURCE** because the Great Bay Stewards serve as the fiscal agent for projects that support the mission of the GBNERR to promote informed management of the Great Bay Estuary through linked programs of research, education, and stewardship. The Reserve's programs focus on issues that align with the CRHC's recommendations, including: land conservation and stewardship; water quality; biological communities and habitats; and climate adaptation. Additionally, the GBNERR is uniquely positioned to support this agreement through its Coastal Training Program to provide science based training for coastal decision makers, including conservation commissions, which are identified as a target audience in the project proposal.

The purpose of this agreement is to enable GBNERR to work with project partners to conduct outreach to municipal stakeholders to communicate CRHC recommendations and obtain input on community priorities and readiness to take action. Additionally, GBNERR will conduct an inventory of vulnerable NHFG assets.

The total project costs are budgeted at \$10,000.75. The NHDES will provide \$10,000.75 of the project costs through a federal grant. This grant award, while less than \$25,000 threshold, requires Governor and Council approval as GBS has received funds in excess of the threshold for this Fiscal Year 2017. Matching funds are not a part of this project. A budget breakdown is provided in Attachment A.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.



Thomas S. Burack, Commissioner

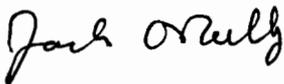
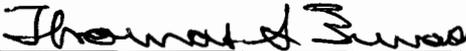
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Great Bay Stewards, Inc.		1.4 Contractor Address 89 Depot Road Greenland, NH 03840	
1.5 Contractor Phone Number 603-778-0015, ex. 350	1.6 Account Number 03-44-44-442010-1209-102-500731	1.7 Completion Date March 31, 2018	1.8 Price Limitation \$10,000.75
1.9 Contracting Officer for State Agency Nathalie Morison, NH Coastal Program		1.10 State Agency Telephone Number 603-559-0029	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jack O'Reilly, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>8/30/16</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 s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Allison Knab, Notary</u> ALLISON M. KNAB, Notary Public My Commission Expires May 23, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
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) (if applicable) By:  On: <u>11/10/2016</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

Contractor Initials JOR
Date 5/30/16

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

A detailed scope of work is provided in the proposal titled, "New Hampshire Setting SAIL: Acting on the Coastal Risk & Hazards Commission Science, Assessment, Implementation, and Legislation Recommendations," and incorporated by reference. Listed below are the project goals and specific tasks to be performed by Great Bay Stewards, Inc. (GBS) coordinated through the New Hampshire Fish and Game Department (NHFGD).

Project goals:

1. Ensure that the Coastal Risk and Hazards Commission (CRHC) recommendations are understood and championed by state and municipal stakeholders.
2. Assist Great Bay coastal municipalities to prioritize and implement actions that meet their unique needs.
3. Provide capacity for a collaborative state agency working group to coordinate audits of existing state statutes, rules, and agency policies; inventories of vulnerable state assets; and other implementation activities.

Tasks:

Task 1: Education and Outreach

- Work with partners to conduct messaging and outreach tailored to municipal stakeholders in Atlantic and Great Bay coastal communities to: (1) relay CRHC recommendations; and (2) obtain input on community priorities and readiness to take action.

Task 3: State Coordination, Assessment, & Implementation

- Conduct a state agency audit and inventory of vulnerable state assets for the NHFGD.

Task 4: Project Management

- Participate in quarterly project team coordination meetings.

Deliverables: Submit semi-annual and final reports for project activities. Semi-annual reports: Prepare and submit two (2) electronic semi-annual Progress Reports to NHCP in .pdf format. The first progress report shall summarize project activities during the period from the start of the project through March 31, 2017 and is due March 31, 2017. The second progress report shall summarize project activities during the period from April 1, 2017 through September 30, 2017 and is due September 30, 2017. Final Report: Prepare and submit a Final Report to NHCP by March 31, 2018. An electronic copy of the Final Report shall be submitted in .pdf format. The final report shall describe all project activities and shall include a summary budget table of project costs by Federal budget category. The funding credit language quoted in "Funding Credit" above shall appear on the final report along with the logos of sponsoring agencies (NHDES, NHCP & NOAA).

Funding Credit: All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: the National Oceanic Atmospheric Administration (NOAA), New Hampshire Coastal Program (NHCP), and New Hampshire Department of Environmental Services (NHDES).

Additionally, all work products intended for public distribution shall include the following funding credit statement: "This project was funded, in part, by NOAA's Office for Coastal

Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program.”

Exhibit B
Method of Payment and Contract Price

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the contract award of \$10,000.75. No match is required.

Exhibit C Special Provisions

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.473. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor. Additionally, the Contractor shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number.

Subparagraph 14.1.1 of the General Provisions shall be changed to read: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and".

In addition to the General Provisions of Paragraph 1 through 24, the following provisions as required by federal regulations apply to this Agreement:

- I) **Nondiscrimination.** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.
- II) **Financial management.** The Contractor shall comply with 15 CFR part 24.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
- III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 15 CFR part 24.22; and OMB Circular A-87.
- IV) **Matching funds.** All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 15 CFR part 24.24 and OMB Circular A-87.
- V) **Property Management.** The Contractor shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.
- VI) **Debarment and Suspension.** The Contractor shall comply with 15 CFR part 26. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- VII) **Procurement.** When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 15 CFR part 24.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.
 - a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.
 - b. Subcontracts. The Contractor shall:
 - i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
 - ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Contractor shall comply with the terms of 15 CFR part 24.36(e), which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Contractor shall comply with the terms of 15 CFR part 28 and OMB Circular A-87 which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Contractor shall comply with the terms of 15 CFR part 26 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Contractor's EIN number is 02-048-20897.

CERTIFICATE

I, Kirstin Lawton, Treasurer of the Great Bay Stewards, Inc., do hereby certify that:

- (1) I am the duly elected Treasurer;
- (2) at the meeting held on August 4, 2016, the Great Bay Stewards, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Great Bay Stewards, Inc. further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Jack O'Reilly

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Great Bay Stewards, Inc., this 30th day of August, 2016.

Signature of Certifying Officer

Kirstin Lawton
Kirstin Lawton

STATE OF NEW HAMPSHIRE
County of Rockingham

On this the 30th day of August, before me Allison Knab the undersigned officer, personally appeared Jack O'Reilly who acknowledged himself to be the President of the Great Bay Stewards, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Allison Knab

Signature of Notary Public

Signature of Notary Public

ALLISON KNAB

Printed name of Notary Public

Printed name of Notary Public

ALLISON M. KNAB, Notary Public
My Commission Expires May 23, 2019

Commission Expiration Date:
(Seal)

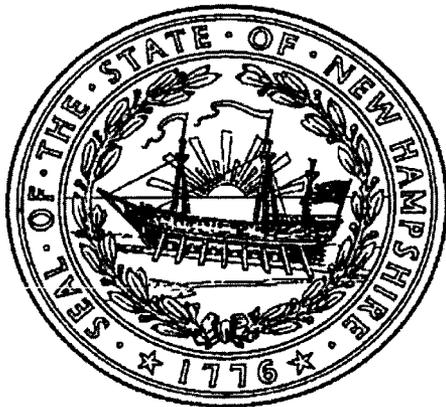
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREAT BAY STEWARDS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 26, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 239305



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of October A.D. 2016.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

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 GREAT BAY STEWARDS, INC. is a New Hampshire nonprofit corporation formed October 26, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of March, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foy Insurance - Exeter 64 Portsmouth Ave PO Box 1030 Exeter NH 03833	CONTACT NAME: Nancy Bird CISR ACSR CIC PHONE (A/C, No, Ext): (603) 772-4781 FAX (A/C, No): (603) 772-3246 E-MAIL ADDRESS: nancy.bird@foyinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Co</td> <td>10677</td> </tr> <tr> <td>INSURER B: Travelers Ins Company</td> <td>0059</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Co	10677	INSURER B: Travelers Ins Company	0059	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Great Bay Stewards Inc. 89 Depot Road Greenland NH 03840														

COVERAGES **CERTIFICATE NUMBER: REVISED** Master 14-17 /WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		ENP0093555	8/1/2014	8/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	3A State: NH 6JUB8D83393815 Edward Caito Excluded Joseph Stieglitz Excluded Jay Diener Excluded Jack O'Reilly Excluded	11/21/2015	11/21/2016

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Operations usual & customary of a Civic Group: NH Department of Environmental Services is additional insured subject to form CG2010 with respects to the General Liability policy.

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03301-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gary Rohr, CIC/ENANCY
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Attachment A
Budget Estimate

Item	Federal	Non-Federal (Match)	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Supplies	\$320.00	\$0.00	\$320.00
Sub-Contractual	\$8,855.00	\$0.00	\$8,855.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Indirect	\$825.75	\$0.00	\$825.75
Totals	\$10,000.75	\$0.00	\$10,000.75