



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Website: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
Fax: (603) 271-1438
Email: info@wildlife.nh.gov

Scott R. Mason
Executive Director

October 20, 2023

32

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a **Sole Source** contract with Matson's Laboratory, LLC, Manhattan, Montana (Vendor Code No. 264547) in the amount of \$11,809.00 for the purpose of providing age data by performing laboratory analysis of teeth collected from captured and/or harvested New Hampshire black bear, moose, fisher, and bobcats from the date of Governor and Council approval through June 30, 2024. Funding is 75% Federal, 25% Other (Game Management Funds).

Funding is available as follows:

03 75 75 751520-21580000 WILDLIFE PROGRAM-Game Management

	<u>FY24</u>
20-07500-21580000-304-500841 Research and Management	\$11,809.00

EXPLANATION

This is a **Sole Source** contract request. Matson's Laboratory is this only known commercial tooth-processing laboratory in the United States. Matson's Laboratory has provided all previous commercial aging services for the New Hampshire Fish and Game Department. Matson's Laboratory has an excellent reputation in the wildlife profession and is used by most state and provincial wildlife agencies and several European countries. U.S. Fish and Wildlife Service Federal Aid Grant administrators have previously advised us that in order to maintain the integrity of our long-term data base and the substantiality of our Federal Aid Grants, they strongly prefer that we continue to use Matson's Laboratory.

Age data from harvested moose, bear, fisher, and bobcat (from nonharvest mortalities) are an essential component of New Hampshire's wildlife population modeling and health assessments and are therefore required for informed wildlife management decision-making, including annual season-setting. New Hampshire has relied on age data as a critical component in management programs for the past 20 to 25 years (depending on the species). Tooth aging requires highly specialized laboratory equipment and skills. Aging entails tooth cleaning, decalcification, cross-sectioning and chemical staining. Experienced, highly skilled technicians then count magnified cementum annuli (growth rings) to assess animal age in years. New Hampshire anticipates annually submitting approximately 1,200 bear premolars, 50 moose incisors, 100 fisher premolars, and 60 bobcat canines per year for aging purposes. The total number of teeth collected and submitted varies annually in accordance with season frameworks, species-specific population changes, and annual variation in harvest vulnerability.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte
Chief, Business Division

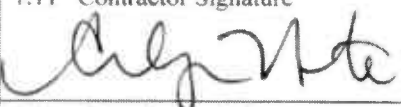
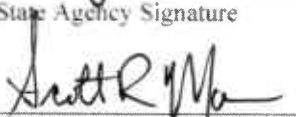

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Matson's Laboratory, LLC		1.4 Contractor Address 135 Wooden Shoe Lane, Manhattan, MT 59741	
1.5 Contractor Phone Number (406) 258-6286	1.6 Account Unit and Class 751520-21580000-304-500841	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$11,809.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature  Date: 10-11-23		1.12 Name and Title of Contractor Signatory Carolyn Nistler, Owner	
1.13 State Agency Signature  Date: 10/25/23		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/13/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 10-11-23

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

EXHIBIT A

SPECIAL PROVISIONS

None.

 11-6-23

EXHIBIT B

SCOPE OF SERVICES

Terms of this contract are from the date of Governor and Council approval through June 30, 2024. Services to be provided in this contract include the following:

Provide age data (via email) for approximately 60 bobcat canines, 100 fisher canines, 50 moose incisors and 1,200 black bear premolars per year. Additionally, provide reproductive histories via cementum analysis for approximately 90 female black bears 3+ years of age.

Total cost for this contract will be up to \$11,809. Actual final costs will be based on the number of teeth submitted and the specific services required for each tooth which is a function of both tooth condition and volume discounts that may apply, depending on lot sizes.

EXHIBIT C

METHOD OF PAYMENTS

Matson's Laboratory, LLC (Vendor Code 264547) shall receive payment for services rendered in accordance with the following schedule:

Payment is to be made within thirty (30) days of receipt of the age report and invoice for each species data set, whichever comes last.



MATSON'S LABORATORY

October 11, 2023

CERTIFICATE OF VOTE

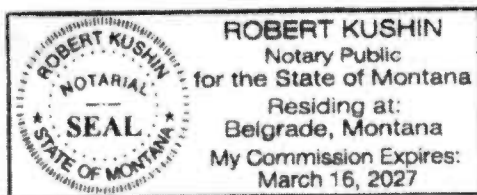
Carolyn Nistler, the undersigned, hereby certifies that she is the only member of the company known as Matson's Laboratory, LLC. Carolyn Nistler is authorized to sign any and all contracts with the State of New Hampshire, including the Fish and Game Department. Because she is the only member, no other authorization, board vote, or stockholder action is necessary to grant authority to bind the company.


I hereby certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Matson's Laboratory, LLC., and no additional authority is needed.

Signed:  Date: 10-11-23
Carolyn Nistler

On this 11th day of October 2023, before me Robert Kushin Carolyn Nistler, the undersigned officer, Carolyn Nistler personally appeared and was satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Seal:




Signature of Notary Public

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MATSON'S LABORATORY, LLC is a Montana Limited Liability Company registered to transact business in New Hampshire on September 11, 2003. 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: **448405**

Certificate Number: **0006337702**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2023

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		CONTACT NAME: Greg Holt	
Gallatin Insurance Agency 200 W. Madison Avenue		PHONE (A/C, No, Ext): (406) 388-7211	FAX (A/C, No):
Belgrade MT 59714		E-MAIL ADDRESS: greg@gallatininsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SENTINEL INS CO LTD	NAIC # 11000
		INSURER B: AUSTIN MUTUAL	13412M
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			41SBANN8618	06/02/2023	06/02/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" 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)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire 11 Hazen Drive Concord NH 03301	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 <i>Greg Holt</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.



855 Front Street | P.O. Box 4759 | Helena, MT 59604-4759
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TTY 406-495-5030
montanastatefund.com | safemt.com



STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE FISH AND GAME DEPARTMENT
11 HAZEN DR
CONCORD NH 03301

Policy #: 03-418753-4
Team: Select
Date: 11/06/2023

INSURED: MATSONS LABORATORY LLC
135 WOODEN SHOE LANE
MANHATTAN MT 59741

**CERTIFICATE OF WORKERS' COMPENSATION,
OCCUPATIONAL DISEASE AND EMPLOYERS LIABILITY INSURANCE**

This certificate is for your information only. It does not create a contract between you and Montana State Fund or change any of the policy terms. The policy includes coverage for all employees as required by Montana law.

Employers Liability is included at the following limits of liability:

- \$100,000 Bodily Injury By Accident, Each Accident
- \$100,000 Bodily Injury By Disease, Each Employee
- \$500,000 Bodily Injury By Disease, Policy Limit

The insured may elect coverage for certain employments. We cannot verify the coverage of such employments. You should verify coverage for these employments with the insured.

The policy period is 07/01/2023 to 07/01/2024. We will attempt to notify you if the policy is cancelled.

When the policy expires, you may request a new certificate through the insured.

cc: MATSONS LABORATORY LLC