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# New Hampshire Fish and Game Department

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

TDD Access: Relay NH 1-800-735-2964  
FAX (603) 271-1438  
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Glenn Normandeau  
Executive Director

October 8, 2014

*Sole Source*

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

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a SOLE-SOURCE contract with Mark Damian Duda & Associates, Inc. d/b/a/ Responsive Management, Harrisonburg, VA (vendor code 202260), in an amount not to exceed \$18,500 for the purpose of implementing a Game Population Preference Survey as part of comprehensive planning in order to quantify resident opinions, concerns and desires regarding bear, moose, turkey, deer and select furbearer and small game species and their management in New Hampshire, effective upon Governor and Council approval through September 30, 2015. 75% Federal Funds, 25% Other (Game Management Funds).

Funding is available as follows:

#### **03 7575 751520-21580000 WILDLIFE PROGRAM - Game Management**

20-07500-21580000-304-500841	Consultants	<u>FY15</u> \$18,500
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### EXPLANATION

New Hampshire wildlife resources are invaluable ecological, recreational and economic assets. Results from the 2011 National Survey of Fishing, Hunting, and Wildlife-Associated Recreation indicate that annual hunting expenditures in New Hampshire exceed \$60,000,000 and that New Hampshire hunters enjoy 1,359,000 days of recreation annually. Annual wildlife viewing expenditures in New Hampshire exceed \$281,000,000 and account for 1,896,000 days of recreation. Survey data from the Northeast Wildlife Information and Education Association indicate that New Hampshire residents place high importance on the existence and opportunity to observe wildlife in our state. The New Hampshire Fish and Game Department (NHFG) relies on state of the art biological and social science to satisfy the diverse wildlife interests of our citizenry and to simultaneously safeguard the health of our wildlife populations for the benefit and enjoyment of present and future generations.

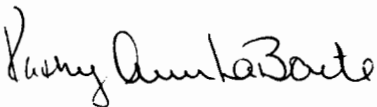
Public input is a critical component of game management planning in New Hampshire. With the end of New Hampshire's 2006-2015 Game Management Plan in sight, Fish and Game is actively engaged in initiating formulation of a new plan for the period 2016-2025. Said plan will serve to direct our comprehensive game management efforts for the life of the plan.

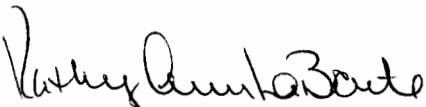
Her Excellency, Governor Margaret Wood Hassan  
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October 8, 2014  
Page 2 of 2

The proposed Game Population Preference Survey will provide the Department with a statistically valid assessment of public opinions, concerns and desires regarding key game species. The survey will rank public satisfaction levels with existing game species populations, quantify public desires to stabilize, increase or decrease target populations, quantify the extent of change desired and identify key factors influencing respondent opinions. Survey results will allow for a breakdown of hunter and non-hunter opinions. The survey will generate statistically valid data with 95% confidence, plus or minus 5%, on a statewide basis for the responses of hunter and non-hunter subsets combined. The survey will consist of a minimum of 500 interviews, with at least 100 interviews per each of 5 sampling regions.

The Fish and Game Department respectfully requests approval to sole source this contract with Responsive Management, of Harrisonburg, VA. Responsive Management has been conducting high-quality survey research for fish and wildlife agencies for nearly 25 years. Responsive Management's research has been upheld in U.S. District Courts; used in peer-reviewed journals; and presented at major natural resource, fishing and hunting, and outdoor recreation conferences throughout the world. Responsive Management offers several important advantages over other research firms: (1) Responsive Management has an unparalleled foundation of knowledge and experience, having conducted two previous game surveys for Fish and Game as well as numerous other studies for the Fish and Game Department; (2) Responsive Management provides unlimited access to copyrighted materials, including survey questions that the Department would like to use in the upcoming game survey; (3) Responsive Management provides continuity and stability in data collection and analysis using state of the art sampling and analysis methods. Responsive management has conducted similar Game Population Preference Surveys as part of game management planning efforts in 1995 and 2004, and the Department has a strong interest in maintaining game survey continuity in survey methods and analysis in order to track trends in public opinion over our 20 year working relationship with Responsive Management, (4) Responsive Management has access to proprietary software that allows nonparametric analyses to be run on *all* questions based on *all* available demographic, geographic, and attitudinal characteristic variables; and (5) Responsive Management has a solid, credible, nationally recognized reputation for producing scientifically-defensible survey research in the wildlife management field. Responsive Management is uniquely qualified to conduct this work.

Respectfully submitted,

  
*GN* Glenn Normandeau  
Executive Director

  
Kathy Ann LaBonte  
Chief, Business Division

Subject: Game Population Preference Surveying 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 <u>NH Fish and Game Department</u>		1.2 State Agency Address <u>11 Hazen Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>Mark Damian Duda &amp; Associates, Inc. D/B/A Responsive Management</u>		1.4 Contractor Address <u>130 Franklin Street, Harrisonburg, VA 22804</u>	
1.5 Contractor Phone Number <u>(540) 432-1888</u>	1.6 Account Number <u>21580000-304-500841</u>	1.7 Completion Date <u>9/30/15</u>	1.8 Price Limitation <u>\$18,500.00</u>
1.9 Contracting Officer for State Agency <u>Glenn Normandeau, Executive Director</u>		1.10 State Agency Telephone Number <u>603-271-2741</u>	
1.11 Contractor Signature <u>[Signature]</u>		1.12 Name and Title of Contractor Signatory <u>Mark Damian Duda, Executive Director</u>	
1.13 Acknowledgement: State of <u>Virginia</u> , County of <u>Rockingham</u> On <u>9/24/14</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 [Seal] <u>Alison J. Lanier Registration 370115 Expires 11/30/18</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Alison J. Lanier, Business Manager</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u>Glenn Normandeau, Executive Director</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) By: <u>[Signature]</u> On: <u>10-15-2014</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.

**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

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**

Responsive Management will initiate the study by consulting with Fish and Game Department staff to ensure that all topics and aspects of the big game management plan are covered by the survey. Through this effort, Responsive Management will achieve a full understanding of the issues surrounding the pending 10-year game management plan, which is essential in the design of the survey instrument.

Responsive Management will administer a quantitative telephone survey of at least 500 New Hampshire residents, with the sample broken down regionally (a minimum of 100 from each planning region). Regions will mimic those used in previous surveys. Additionally, the sample will include at least 100 hunters. It appears that sufficient numbers of hunters will be obtained through the general population survey; however, if necessary the general population sample will be supplemented to ensure that hunter views are properly represented. The survey will include questions to allow analysis of the data regionally and among hunters and non-hunters. The survey will include questions from past Responsive Management surveys conducted in New Hampshire, as agreed upon by Fish and Game and Responsive Management. Responsive Management will pretest the draft survey instrument and make any necessary revisions for logic, wording, and clarification. After approval of the final survey instrument, the telephone interviews will begin.

Responsive Management will conduct the telephone interviews using Questionnaire Programming Language 4.1 (QPL), which is a comprehensive system for computer-assisted telephone interviewing. The survey data will be entered into the computer as the interview is being conducted, thereby eliminating any potential subsequent data entry errors. The survey instrument will be programmed so that QPL automatically skips, codes, or substitutes phrases in the survey based upon previous responses, and edits data upon entry to ensure the integrity and consistency of data collection. Any respondent-specific data provided to Responsive Management may be programmed to appear to the interviewer as part of the text of any question or as a branching control or skip pattern. This feature enhances the flow of the interview, enables the interviewer to either validate/update sample information, eliminates the need to ask some questions, and facilitates the analyses regionally and by specific subgroups within the general population.

To ensure that the data collected are of the highest quality, the Survey Center Managers will conduct in-depth project briefings with the interviewing staff prior to their working on this project. Interviewers will be instructed on survey goals and objectives, the type of study, handling of survey questions, interview length, termination points and qualifiers for participation, reading of interviewer instructions, reading of survey, reviewing of skip patterns, and probing and clarifying techniques necessary for specific questions on the survey instrument. The Survey Center Managers and statisticians will edit each completed survey to check for clarity, understanding, completeness, and format. The Survey Center Managers will monitor the telephone workstations without the interviewer's knowledge of which interviews will be monitored in order to maintain strict quality control. Responsive Management will use Random Digit Dialing for the survey, with the exception of the use of a supplemental sample of hunters, if necessary. Cell phone users will be sampled at rates consistent with their presence in the New Hampshire population. Interviews will be conducted Monday through Friday from 9:00 a.m. to 9:00 p.m., Saturday from 10:00 a.m. to 4:00 p.m., and Sunday 3:00 p.m. to 9:00 p.m., local time. A five-callback design will be used to maintain a representative sample, avoid bias toward people easy to reach by telephone, and provide an equal opportunity for all to participate. Subsequent calls will be placed at different times of the day and different days of the week. In addition, respondents who decline to participate because of inconvenience will be called again to encourage their participation or to set an appointment for their participation.

Initials: MDJ

Date: 9/24/2014

All telephone survey data will be processed and analyzed using SPSS/11.5 for Windows software and proprietary software developed by Responsive Management. Data processing and analysis will include coding, cleaning of data, preparation of straight tabulations, computer processing with cross tabulations, and preparation of study printouts. Responsive Management will create graphs to correspond with each question for easy review and visual display of survey data. The analyses will include a trends analysis based on data obtained in 1995 and 2004 regarding opinions on game management, as well as a full nonparametric analysis to obtain data on key factors that influence respondent's opinions and behaviors. All data will be delivered on diskette in Microsoft Excel. The final report will include an executive summary, an introduction, survey methodology, survey results in graphs and tables, the survey instrument, an explanation of analyses, and typed verbatim comments from "other" or open-ended survey questions, as well as significant cross tabulations, where appropriate.

### **Exhibit B Method of Payment**

The total for this contract is \$18,500.00

1. Responsive Management shall receive payments for services rendered in accordance with the following schedule:
  - a. \$10,000.00 upon completion of administering the survey.
  - b. \$7,500.00 upon delivery of the final report.
  - c. \$1,000 to cover travel related costs if we request Responsive Management to come to New Hampshire to provide a summary of the survey to the Fish and Game Commission.
2. Responsive Management shall submit invoices in accordance with the payment schedule, and the New Hampshire Fish and Game Department will make payments only upon acceptance of the services.

### **Exhibit C Special Provisions**

1. Provisions of Section 14.1.1 relative to liability insurance are amended to \$1,000,000 per incident.
2. In the event that Responsive Management requires a sub-sample of hunter contacts from the New Hampshire Fish and Game Department's license data for the scope of work detailed in Exhibit A of this contract, Responsive Management shall not disclose any direct identifiers of individuals contained within the New Hampshire Fish and Game Department's license data to another person or organization without prior written consent of the New Hampshire Fish and Game Department. Responsive Management shall return or destroy all copies of the New Hampshire Fish and Game Department's license data on or before the ending date of this contract.

For the purpose of this provision "direct identifier" means: names, postal address other than town or city, state, and zip code; telephone and fax numbers; electronic mail addresses; social security numbers' and, certificate and license numbers.

Initials: MA

Date: 7/24/2014



# Responsive Management



130 Franklin Street  
Harrisonburg, Virginia 22801  
(540) 432-1888 • Fax (540) 432-1892

## CERTIFICATE OF VOTE

I, Andrea Criscione, Clerk of *Mark Damian Duda and Associates, Inc.* do hereby certify that:

1. I am the duly elected Clerk of *Mark Damian Duda and Associates, Inc.*.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of *Mark Damian Duda and Associates, Inc.* duly held on September 24, 2014

RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

RESOLVED that the Executive Director is hereby authorized on behalf of this Organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these resolutions.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of September 24, 2014.

4. Mark Damian Duda is the duly appointed Executive Director of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Mark Damian Duda and Associates, Inc. this 24th day of September 2014.

  
Andrea Criscione, Clerk

State of Virginia, County of Rockingham.

On this 24th day of September 2014, before me, personally appeared Andrea Criscione, the undersigned officer, 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.



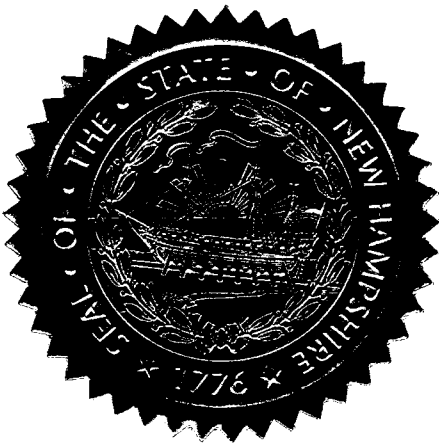
Registration NO. 340115

Expires: 11/30/18

# 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 MARK DAMIAN DUDA & ASSOC., INC. a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on May 8, 2000. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of October, A.D. 2014

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY) 10/8/14
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Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000  
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY <b>BLUE RIDGE INSURANCE SVCS INC</b> 116 RESERVOIR ST HARRISONBURG, VA 22801-4232  (540)437-9030	AGENT'S NO. DD2479	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-In-Fact (in NY) Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED  Responsive Management 130 Franklin Street Harrisonburg, VA 22801-4017	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Add'l Lines	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
E	<input checked="" type="checkbox"/> <b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q41 2590283	5/25/14	5/25/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV. INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS-COMP/OP AGG	\$ 3,000,000
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PRODUCTS-COMP/OP AGG	\$ 3,000,000																
E	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q05 2530612	5/25/14	5/25/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000				
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PROPERTY DAMAGE	\$																
BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000																
E	<input type="checkbox"/> <b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE  <input type="checkbox"/> RETENTION \$	Q99 9999999	8/15/14	5/25/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$		\$				
EACH OCCURRENCE	\$ 1,000,000																
AGGREGATE	\$ 1,000,000																
	\$																
	\$																
E	<input type="checkbox"/> <b>WORKERS COMPENSATION &amp; EMPLOYERS LIABILITY</b>	Q89 2500217	5/25/14	5/25/15	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2" style="text-align: center;">STATUTORY</th></tr> <tr><td>BODILY INJURY BY</td><td>ACCIDENT \$ 1,000,000 EACH ACCIDENT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 POLICY LIMIT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 EACH EMPLOYEE</td></tr> </table>	STATUTORY		BODILY INJURY BY	ACCIDENT \$ 1,000,000 EACH ACCIDENT		DISEASE \$ 1,000,000 POLICY LIMIT		DISEASE \$ 1,000,000 EACH EMPLOYEE				
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	DISEASE \$ 1,000,000 POLICY LIMIT																
	DISEASE \$ 1,000,000 EACH EMPLOYEE																
	OTHER																

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Certificate holder is an additional insured as respects General Liability.

**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.

**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).

NAME AND ADDRESS OF CERTIFICATE HOLDER New Hampshire Fish and Game Department 11 Hazen Drive Concord, NH 03301	AUTHORIZED REPRESENTATIVE 
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