



New Hampshire Fish and Game Department

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May 21, 2019

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

1. Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Dubois & King, Inc. (VC# 160381) of Keene, NH for \$45,000 to blaze, paint and place state boundary line signs on the perimeter boundary of the 2,830+/- acre Kimball Hill Wildlife Management Area in the Town of Groton. Contract will be effective upon Governor and Council approval through November 29, 2019. Funding is 100 % Federal Funds.

Funding for this contract is available and will be expended from the Wildlife Habitat Conservation Account as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

	<u>FY19</u>
020-07500-21550000-305-500845 Land Acquisition and Easements	\$45,000

2. Authorize the New Hampshire Fish and Game Department to enter into a Payment for Services Agreement with the New Hampshire office of The Nature Conservancy of Concord, NH and to accept \$17,280 as TNC's portion of the cost to blaze, paint and place state boundary line signs on the perimeter boundary of the 2,830+/- acre Kimball Hill Wildlife Management Area in the Town of Groton. Payment for Services Agreement will be effective upon Governor and Council approval. Funds to be deposited into 21550000-405234

Explanation

The New Hampshire Fish and Game Department is owner of lands throughout the state referred to as Wildlife Management Areas (WMA). It is NHFG's obligation to delineate and maintain in good order the boundaries of these public properties for the benefit of the public and abutting landowners. The Department has recently acquired the 2,830 acre Kimball Hill Wildlife Management Area. The property is surveyed but the boundary lines are not marked. The contractor for this work was selected through a Request for Proposals (RFP) submission and subsequent qualification assessment evaluation. A Request for Proposals was advertised on February 4, 2019. Seven proposals were received before the closing date and graded based on

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PO Box 417
New Hampion, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

His Excellency, Governor Christopher T. Sununu
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May 21, 2019
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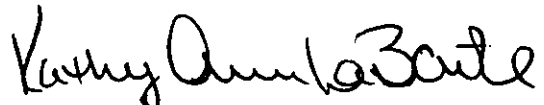
qualification criteria (see enclosed assessment table). Dubois and King, Inc. had the winning proposal based on this evaluation.

The Nature Conservancy (TNC) holds a conservation easement on the Kimball Hill WMA. An appraisal, done at the time of acquisition, determined that the conservation easement represented 38.4% of the fair market value of the Kimball Hill property. As the easement holder, TNC has the responsibility of monitoring the property to protect the purposes of the easement. That responsibility requires them to be aware of the location of the boundary to ensure that there is no encroachment on to the Kimball Hill property. Therefore TNC has agreed to pay 38.4% of the cost of the boundary marking (\$17,280).

Respectfully submitted



Glenn Normandeau,
Executive Director



Kathy Ann LaBonte
Chief, Business Division

STATE OF NEW HAMPSHIRE
OFFICE OF THE ATTORNEY GENERAL
JUL 1 2019

QUALIFICATIONS ASSESSMENT EVALUATION
2019 Kimball Hill WMA
Boundary Marking Contract Solicitation

COMBINED RANKINGS

Date: April 11, 2019

Possible Score	Horizons Engineering	Boletwood Timber Management	Dubois and King Inc.	Everts Forest Management
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Proposal format and content

complete X X

Request for Qualifications Criteria

Rich Cook	40	40	28	37	28
Denyce Gagne	40	39	30	39	27
Betsey McNaughten	40	39	21	39	21
Jim Oehler	40	35	8	36	13
Subtotal	160	153	87	151	89

Qualification Rank		1	6	2	5
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Price \$		\$80,000	\$10,500	\$45,000	\$5,700
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Rich Cook	10	1	9	6	1
Denyce Gagne	10	1	10	6	1
Betsey McNaughten	10	3	1	8	1
Jim Oehler	10	1	8	5	0

Combined Cost Score	40	6	28	25	3
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Cost Rank		5	1	4	6
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Combined scores Total points	200	159	115	176	92
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Final Ranking				1	
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QUALIFICATIONS ASSESSMENT EVALUATION
2019 Kimball Hill WMA
Boundary Marking Contract Solicitation

COMBINED RANKINGS

Date: April 11, 2019

Possible Score	Timothy Hill Forest Management	Birdseye Forestry	New England Forestry Consultants	
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Proposal format and content

complete X X X

Request for Qualifications Criteria

Rich Cook	40	36	37	36	
Denyce Gagne	40	32	36	36	
Betsey McNaughten	40	33	38	35	
Jim Oehler	40	10	19	19	
Subtotal	160	111	130	126	0

Qualification Rank		4	3		
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Price \$		\$9,920	\$40,421	\$12,700	
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Rich Cook	10	10	7	8	
Denyce Gagne	10	8	7	9	
Betsey McNaughten	10	5	8	6	
Jim Oehler	10	8	5	8	

Combined Cost Score	40	31	27	31	
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Cost Rank		2	2		
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Combined scores Total points	200	142	157	157	
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Final Ranking					
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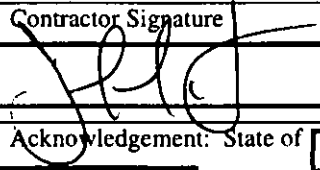

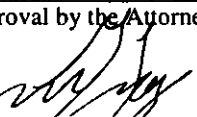
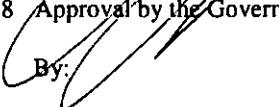
Subject: Kimball Hill WMA - Groton Boundary Marking FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Fish and Game Department</u>		1.2 State Agency Address <u>11 Hazen Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>Dubois and King</u>		1.4 Contractor Address <u>PO Box 346, Keene, NH 03431</u>	
1.5 Contractor Phone Number <u>603 637-1043</u>	1.6 Account Number <u>020-07500-2155-305-500845</u>	1.7 Completion Date <u>November 29, 2019</u>	1.8 Price Limitation <u>\$45,000</u>
1.9 Contracting Officer for State Agency <u>Richard Cook</u>		1.10 State Agency Telephone Number <u>603 271-1133</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Jeffrey W. Tucker, President</u>	
1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Orange</u> On <u>05/13/2019</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 <u>Richard J. Goodall</u> (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Richard J. Goodall, Notary Public</u>			
1.14 State Agency Signature 		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:  On: <u>5/21/19</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.

Contractor Initials Jut
Date 5/13/19

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

The Scope of Services is agreed to be as follows between Dubois and King (D&K) and the New Hampshire Fish and Game Department (NHFG).

Dubois and King shall:

Brush, Blaze, Paint & Install Signage as described below:

1. The property line shall be brushed out approximately five feet (5') horizontally, two and one half (2 ½') feet each side of the line and six feet (6') vertically removing brush, limbs, saplings, etc. so that the line is clearly visible.
2. Painting of boundary line blazes shall be rectangular in shape, and a minimum of 2" wide x 4" long. Blaze protocol: Paint blazes fore and aft are **online** trees, trees standing within two feet (2') to the left or right of the line will be marked with ¼ **side blaze** painted, and on trees between two feet (2') and four feet (4') from the line a single painted **side blaze** facing the line. Painted blazes trees should not be further than thirty feet (30') to forty feet (40') apart (See Appendix A). **Old existing blazes found outside the allowable four feet (4') limit of a side blaze should not be repainted.**
3. Orange paint will be used to paint blazes and shall be applied by brush or paint roller. The paint will be applied in a thick consistency (not washy) completely covering the blaze.
4. Witness of **Boundary corners**: three separate witness trees will establish each corner. Each tree will have three painted blazes vertically aligned facing the corner. Boundary lines and corners must be clearly visible, at each corner intersecting boundary lines "heading to" and "leaving from" each corner monument. At approximately (10') ten feet either side of boundary intersection/property corner signs are installed facing abutting property and perpendicular of the boundary line direction (See Appendix A).
5. State **boundary signs** (3" x 9") will be installed approximately 250' apart along all boundary lines. State **corner signs** (3" x 7") will be installed at each corner. Important: *Nails used to post signs on live trees shall be driven 2/3rd the length of the nail shaft, leaving 1/3rd shaft and nail head proud of the face of the tree. This allows space for the sign to move as the tree continues to grow and retain the boundary signage.*
6. Caution must be exercised when witnessing boundary lines that cross hiking/snowmobile trails at the property line. At these intersections, paint will be absent a minimum of fifty feet (50') from the trail intersection so users do not confuse the boundary line blazes for a trail witness. Property signs will be hung at trail intersections facing the abutting property to the WMA property. Signs will be fixed every 25' for a total distance of 100' left and 100' right of the intersection along the boundary where blazes and paint are omitted.

Initials:
Date:

7. All necessary materials, (i.e. paint, brushes, nails, signs) will be supplied by the New Hampshire Fish and Game Department. Upon completion of the project, unused materials are to be returned to New Hampshire Fish & Game Department.
8. Work must begin and continue on a regular basis no later than one month after the day of approval by Governor and Council.
9. NH Fish & Game intends for the contractor to initiate the Scope of Work of this contract in a consistent and timely manner employing individuals with the ability to provide a quality product and manage the rigors of backcountry fieldwork on a large remote landscape. Also, this contract **cannot** be subcontracted in part or completely to another and must be performed D&K.

EXHIBIT B
METHOD OF PAYMENT

1. Payment of up to 50% (fifty percent) will be made during the contract period. Payment will be based on the completion of the blazing of the entire perimeter boundary.
2. The final payment, remaining 50% (fifty percent) of the contract, will be made contingent upon completion of the brushing, blazing, painting and signing of the perimeter boundary.
3. The balance payment, by Fish & Game Dept. to the contractor requires receipt of the final bill and acceptance of required fieldwork and documentation/documents in Scope of Work. Payment may be delayed in the event that upon review of completed work it is determined said work is not consistent with the Scope of Work. Payment to be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Work with approval of the project administrator.
4. The following appropriations code shall be referenced: 020-07500-21550000-305-500845.
5. Total to be paid under this contract may not exceed \$45,000.

EXHIBIT C
SPECIAL PROVISIONS

None

EXHIBIT D
FEDERAL AWARD INFORMATION
AND
COMPLIANCES FOR FEDERAL ASSISTANCE PROJECTS

This contract is funded in part by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provisions, as applicable:

Initials:
Date: 5/2/17

Equal Employment Opportunity

This federally assisted construction contract is subject to Executive Order 11246, as amended by Executive Order 11375 and Implementing Regulations at 41 CFR Part 60.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Initials: JW
Date: 5/3/17

Government-wide Debarment and Suspension

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension

By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

As required by 31 USC 1352 and implemented by Department of Interior regulation (43 CFR 18 New Restrictions on Lobbying) contractors and any sub-contractors that apply or bid for an award exceeding \$100,000 shall file the required certification, and disclosure if applicable. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose if required, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal contract, grant or other covered award. Such disclosures shall be made with a completed "Disclosure of Lobbying Activities" (Form SF-LLL) and forwarded from tier to tier. The form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure.

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Initials:
Date: 5/13/97



Jeffrey S. Larson
Eastern Resource Office
99 Bedford Street, 5th Floor
Boston, MA 02111

tel (617) 532-8303
fax (617) 532-8403
jl Larson@tnc.org
nature.org

CERTIFICATE OF AUTHORITY

Property in Groton, Grafton County, New Hampshire

I HEREBY CERTIFY that Mark Zankel is the Director of the New Hampshire Business Unit of the Nature Conservancy; and

I FURTHER CERTIFY that on August 3, 2017 Mark Zankel was duly authorized and delegated the authority to (i) acquire from Timbervest Partners New Hampshire, LLC fee title to 2,708 acres, more or less, in Grafton County, New Hampshire (the "Property", and (ii) transfer the Property to the State of New Hampshire with such conservation restrictions as deemed necessary or appropriate to facilitate obtaining public or private funding and support the Conservancy's long-term conservation objectives for the Property; and

I FURTHER CERTIFY that as of this date such authority for Mark Zankel has not been rescinded and remains in full force and effect;

AND I FURTHER CERTIFY that The Nature Conservancy, a nonprofit corporation incorporated under the laws of the District of Columbia, is currently a corporation in good standing under the laws of the District of Columbia and the State of New Hampshire.

WITNESS my signature and seal of said corporation this 1st day of February, 2019.



Jeffrey Larson
Assistant Secretary and Senior Attorney

PAYMENT FOR SERVICES AGREEMENT

This Payment for Services Agreement is entered into this ___ day of _____, 2019 by and between the State of New Hampshire, acting by and through its Fish and Game Department ("NHFG") and The Nature Conservancy, a District of Columbia non-profit organization have a New Hampshire Chapter Office at 22 Bridge Street, 4th Floor, Concord, NH 03301 ("TNC").

WHEREAS, NHFG has entered into an agreement dated _____, 2019 with Dubois & King (the "D&K Agreement") for the performance of blazing and painting boundary lines and installing related signage (the "Services") on certain property owned by NHFG in the Town of Groton, Grafton County, New Hampshire, consisting of 2,730 acres, more or less (the "Property"), and TNC holds a conservation easement on the Property; and

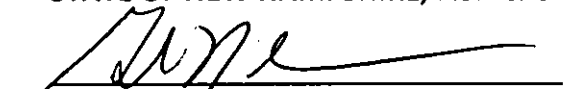
WHEREAS, the total compensation payable by NHFG under the D&K Agreement is \$45,000, and because both NHFG and TNC benefit from the performance of the Services TNC is willing to cover a portion of such compensation;

NOW, THEREFORE, in consideration of the foregoing the parties hereby agree as follows:

1. TNC agrees to pay to NHFG 38.4% (or \$17,280) of the \$45,000 payable by NHFG under the D&K Agreement, and NHFG acknowledges that it is responsible for the remaining 61.6% (or \$27,720).
2. Payment to NHFG by TNC shall be pursuant to one or more invoices received from NHFG (not more frequently than monthly). TNC shall pay NHFG by check within thirty (30) days of invoice receipt.
3. TNC shall have no other responsibility or liability under the D&K Agreement other than is specifically contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Payment for Services Agreement, which shall become effective on the date of approval by the Governor and Executive Council as indicated below

STATE OF NEW HAMPSHIRE, FISH & GAME DEPARTMENT



Glenn Normandeau, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Personally appeared before me on this 28th day of May, 2019, Glenn Normandeau, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Tanya L. Haskell

Notary Public/Justice of the Peace

My Commission Expires:

TANYA L. HASKELL, Notary Public
My Commission Expires November 4, 2020

THE NATURE CONSERVANCY

By: Mark Zankel

Mark Zankel, New Hampshire State Director

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 21 day of MAY, 2019, before me, the undersigned notary public, personally appeared Mark Zankel, New Hampshire State Director of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.

Before me,

Theresa Hammond

Notary Public/Justice of the Peace [seal]

My Commission Expires: 11/16/2021

Approved as to form, substance, and execution on this 29 day of May, 2019.

Christopher G. Astin
Christopher P. Landrigan
Senior Assistant Attorney General

Approved by Governor and Executive Council

Date: _____ Item # _____

State of New Hampshire

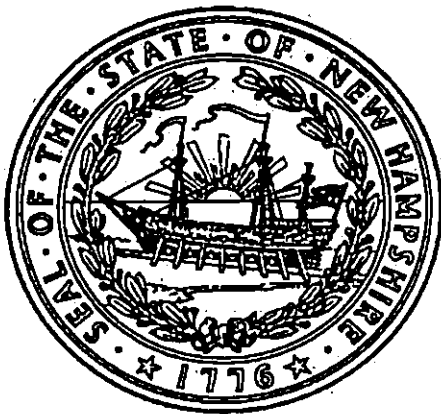
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DUBOIS & KING, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 04, 1970. 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: 766

Certificate Number: 0004487186



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2019.

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

William M. Gardner
Secretary of State

DuBois & King, Inc.

**Certificate of Vote
And
Certificate of Authority**

I, Richard J. Goodall, hereby certify that I am duly elected Clerk of DuBois & King, Inc.

I, hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 27, 2019, at which a quorum of the Board was present and voting.

VOTED:

That the President of the Corporation (Jeffrey W. Tucker) is authorized and directed to execute and deliver, on behalf of the Corporation, any and all documents to include, but not by way of limitation, The Contract Agreement that in such officer's sole judgement, are necessary or appropriate in connection with executing a Contract Agreement with the New Hampshire Fish and Game Department to provide Professional Survey Services for the Fish and Game Department.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of May 13, 2019 and that Jeffrey W. Tucker is authorized to submit the Contract Agreement as detailed above for this Corporation.

Attest:

Date: May 13, 2019


Clerk

