



New Hampshire Fish and Game Department

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HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-5829

wildnh.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

April 3, 2018

His Excellency, Governor Christopher T. Sununu
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 contract with Whisprue, Inc d/b/a The Parcel Room (vendor #156123), Portsmouth, NH for packing and mailing course materials for Hunter/Bowhunter Education traditional courses, Trapper Education courses, and online course Field Days upon Governor and Council approval through June 30, 2020 in the amount \$11,925.00. Funding is 100% Federal.

Funding for this contract is available in the Hunter Education account as follows contingent upon availability and continued appropriations for State Fiscal Year 2019 and 2020 with authority to adjust encumbrances in each of the state fiscal years through the budget office if needed and justified as follows:

03-75-75-751020-2121 – Public Information and Conservation Education – Hunter Education Program		
20-07500-21210000-020-500252, Current Expense	<u>FY2019</u>	<u>FY2020*</u>
	\$5,962.50	\$5,962.50
	*Pending Budget Approval	

EXPLANATION

The purpose of this contract is to save the Hunter Education Program money by contracting this service out instead of having staff pack and mail these courses. The programmatic cost for staff time associated with this activity, tracking inventory and storing the materials would be greater than contracting these services. Staff time spent packing course materials reduces the time spent on more critical and skilled duties needed for the efficient operation of the Hunter Education Program, such as responding to public and instructor inquiries, managing online Hunter Education courses, and conducting important input in Hunter Education databases. This shift in staff duties improves the Department's customer service and increases the efficiency of the Hunter Education Program.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2

PO Box 417
New Hampton, 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

INVITATION TO BID

All vendors were asked to bid on the following:

The New Hampshire Fish & Game Department gives notice that the Hunter Education Program is requesting proposals for a two year contract to pack student packets and fulfill instructor orders for all Traditional Hunter Education Courses, Hunter Education Field Days, and Trapper Education courses.

The bids must include the following Services; packing packets, storing materials, monitoring inventory and shipping other items to instructors as requested. Shipping costs will be handled directly between the Shipping Company and The Fish & Game Department.

The Following items should be broken out when submitting bids:

Cost per packet

Cost per individual items when shipped separately

Cost per course

Storage Fees

Any other fees associated with this service.

Sum of total cost of contract

The Department will supply boxes for shipping. Notification for each course will be sent via e-mail on the course order form. The vendor will then fulfill the order. Invoicing must be comparable to shipping company invoices. Invoices are to be sent to the Fish and Game Department on a bi-monthly basis. Trapper Education packets will be sent individually directly to the students' address provide by the department.

Attached is a spread sheet with the estimated number of packets to be shipped annually and the contents of each packet.

Additional Items to be stored and shipped upon request and sent with course packets: Answer Sheets, Student Patches, Targets (1 per student)

Only one bid was submitted for this request.

**Whisprue Inc., dba The Parcel Room
1465 Woodbury Ave.
Portsmouth, NH 03801**

The bid is outlined based on Exhibit A of this contract and is in the amount of \$11,925.00. \$5,962.50 for Fiscal Year 2019 and \$5,962.50 for Fiscal Year 2020

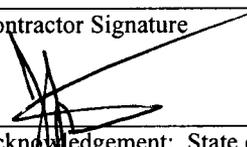
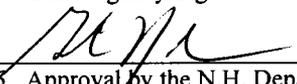
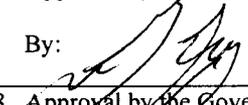
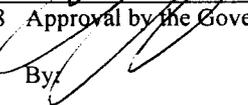
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Whisprue, Inc. dba The Parcel Room		1.4 Contractor Address 1465 Woodbury Avenue, Portsmouth NH 03801	
1.5 Contractor Phone Number 603-431-0718	1.6 Account Number 20075002121500252	1.7 Completion Date 06/30/2020	1.8 Price Limitation \$11,925.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeff Ballantyne President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>ROCKWELL</u> On <u>04/02/18</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] 		CAITLIN M. DYNARSKI Notary Public New Hampshire My Commission Expires April 8, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace CAITLIN DYNARSKI			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>4/11/2018</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/23/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JS
Date 4/2/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials 4/2/18 JB
Date JB 4/2/18

EXHIBIT A

Whisprue, Inc. dba The Parcel Room will receive course orders from the New Hampshire Fish and Game Department's Hunter Education program via e-mail and will fulfill course orders by packing the following contents into student packets and shipping full courses in boxes directly to instructor's address. Trapper education packets shall be shipped directly to the students. In addition, Whisprue, Inc. dba The Parcel Room will keep a running inventory of materials and send a list of inventory to Fish and Game as requested. The cost of the contract is based on the number of packets, courses, and storage of inventory. Packet contents and course materials are listed below.

Total number of courses shipped annually = 125

Each Hunter Education Course includes: Student packets, answer sheets, hearing protection, targets, and student patches.

Hunter Education Student Packet Materials

Contents of the Student Packet Envelope:

1. Hunter Education Student Manual/Bowhunter Education Student Supplement
2. IHEA Hunter Handbook
3. Track Card
4. Hunting Digest (current year)

Hunter Education Field Day Student Materials

Content includes: No envelope.

1. IHEA Hunter Handbook
2. Track Card
3. Hunting Digest (current year)

Trapper Education Student Packet Materials

Contents of the Student Packet Envelope:

1. Trapper Education Manual
2. Trapping and Furbearer Management Manual
3. Hunting Digest (current year)
4. Track Card
5. Trapper Education Pre-Test

Contractor Initials PH JB
Date 4/2/18

Pallet storage 48x40x48 fee per month per pallet - \$35.00
Fee to pull, sort and create student packets, charged per packet- \$1.00
Fee sort, label and pack single Trapper Education student packets per packet- \$4.00
Fee to pack, box, label and handle courses - \$3.00/shipment or course
Fee per cardboard shipping box- \$1.75

The Fish and Game Department will provide envelopes for student packets and additional shipping boxes if needed.

Monthly Pallet storage is based on max of 3 on any given month.

Pallet Storage: 3 Max @ \$35.00 per pallet/month
\$105.00/month X 12 months \$1,260.00

Hunter Education-
60 courses @ \$3.00/course \$180.00
1800 students @ 1.00/packet \$1,800.00

Trapper Education Courses
250 Students @ \$4.00/student \$1,000

Online Hunter Education Field Day-
65 courses @ \$3.00/course \$195.00
1300 students @ 1.00/packet \$1,300.00

Cardboard Shipping Boxes
130 boxes @ \$1.75/box \$227.50

Total/year \$5,962.50

Contractor Initials JD

Date 4/2/10

Whisprue, Inc. dba The Parcel Room will use a UPS shipping account provided by The Fish and Game Department and UPS will bill Fish and Game directly for each shipment. There will be no Shipping fees from Whisprue, Inc. dba The Parcel Room billed to the Fish and Game Department.

Upon request instructors can come directly to Whisprue, Inc. dba The Parcel Room in Portsmouth to pick up courses instead of shipping. Parcel Room must be notified of time and date of pick-up in advance.

Parcel Room will supply via e-mail a list of inventory to Fish and Game weekly. As a state agency the New Hampshire Fish and Game Department is exempt from state sales tax.

Whispure Inc., dba The Parcel Room fulfillment services \$ 11,925.00.00

Money is available in the following account:

Hunter Education Funds FY2019
020-07500-212100000-020-500252 Current Expense \$5,962.50

Hunter Education Funds FY2020
020-07500-212100000-020-500252 Current Expense \$5,962.50

The Hunter Education Program funding is 100% federal funds.

Cost of Contract through June 30, 2020 - \$11,925.00

Contractor Initials

JB

Date

4/2/18

State of New Hampshire

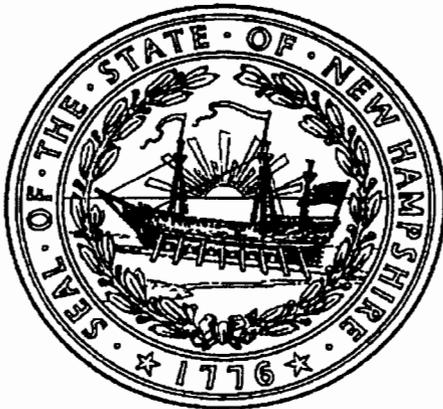
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PARCEL ROOM is a New Hampshire Trade Name registered to transact business in New Hampshire on March 22, 2004. 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: **466967**

Certificate Number: **0004071692**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

State of New Hampshire

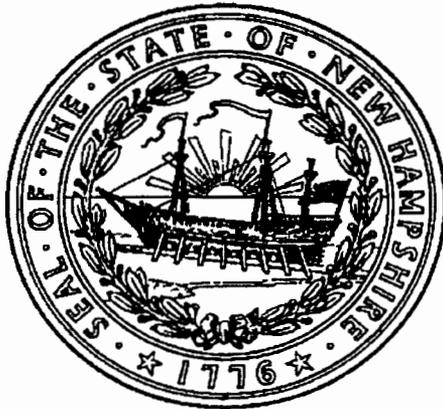
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHISPRUE, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 23, 1986. 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: **98194**

Certificate Number: **0004071691**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State



1465 Woodbury Ave Portsmouth, NH 03801

Tel 603-431-4205

Fax 603-431-3502

CERTIFICATE OF VOTE

I, John Bosen, Secretary of Whisprue, Inc. do hereby certify that:

1. I am the duly elected Secretary of Whisprue, Inc.
2. The following are true copies of two resolutions adopted at a meeting of the Board of Directors of Whisprue Inc. duly held on April 2nd 2018.

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

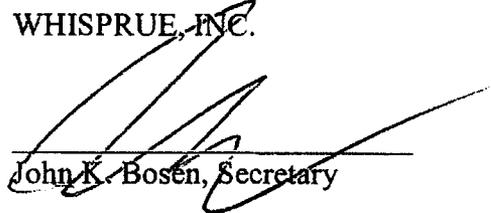
RESOLVED that the President is hereby authorized on behalf of this Organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 2, 2018.

4. Jeff Ballantyne is the duly appointed President of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Whisprue Inc. this 5 th day of April, 2018.

WHISPRUE, INC.



John K. Bosen, Secretary



Parcel Room

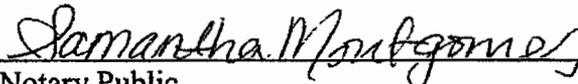
1465 Woodbury Ave Portsmouth, NH 03801

Tel 603-431-4205

Fax 603-431-3502

State of New Hampshire
Rockingham, SS.

On this the 5 day of April, 2018, before me Samantha Montgomery, the undersigned officer, personally appeared John K. Bosen, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.


Notary Public



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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: People's United Ins. Agency NH, 1555 Lafayette Rd., 2nd Fl., Portsmouth, NH 03801. CONTACT NAME: Thomas Brey, PHONE: 860-524-7682, E-MAIL: Thomas.Brey@peoples.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Ohio Security Insurance Company (NAIC # 24082), INSURER B: Peerless Insurance Company (NAIC # 24198).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (BKS57020275), Automobile Liability (BAO57020275), Umbrella Liab, and Workers Compensation and Employers' Liability.

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

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: NH Fish & Game Department, 11 Hazen Dr., Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Peoples United Insurance Agency.