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New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

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

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

REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department to hold a Hunter Education Volunteer Recognition and Training Seminar on March 19, 2016. The total cost for the event will be \$4,873.13. Funding is 100% Federal.
2. Authorize the New Hampshire Fish and Game Department to pay the Rochester Lodge of Elks #1393, vendor code #270023, \$4873.13 to provide facilities, refreshments and a lunch buffet for the Hunter Education Volunteer Recognition and Training Seminar on March 19, 2016, effective upon Governor and Council approval. Funding is 100% Federal.

Funding for this payment is available in the Hunter Education account contingent upon availability and continued appropriations for State Fiscal Year 2016 as follows:

	<u>FY2016</u>
20-07500-21210000-020-500252 Current Expense	\$4,873.13

EXPLANATION

The purpose of this event is to provide training and recognition for volunteer instructors in the Department's Hunter and Trapper Education Programs. It gives the instructors an opportunity to gather with their peers from across the State and to receive training necessary to maintain their Instructor Certification. Each year these volunteers donate more than 36,000 hours of time, matched with nearly \$600,000.00 of federal money. Without their services, making these mandatory programs available to the public would be far more costly, if not impossible.

The amount of \$4873.13 is based upon the potential of up to 250 instructors attending the catered event. The summary of event costs is broken down in the event summary page.

The New Hampshire Hunter Education program is an approved U.S. Fish and Wildlife Service Federal Aid Project and 100% of the costs associated with this function are reimbursed to the Fish and Game Fund.

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

Bids were requested and received from the following Vendors:

Ashworth By the Sea	\$26.00 per person x 250 =	\$6,500.00
295 Ocean Boulevard	7% admin charge	\$455.00
Hampton NH, 03842	13.00% service charge	<u>\$845.00</u>
	Total	<u>\$7,800.00</u>

Rochester Elks	\$16.95 per person x 250 =	\$4,237.50
295 Columbus Ave	15% gratuity	<u>\$635.63</u>
Rochester NH, 03867	Total	<u>\$4,873.13</u>

Based on the two bids received Rochester Elks was chosen.

INVITATION TO BID PAGE

All vendors were asked to bid on the following:

To provide a function hall with tables and chairs capable of holding 250 people and a lunch buffet with all condiments and utensils for annual Hunter Education volunteer instructor recognition and training event for approximately 250 people with the facility located in Rockingham or Strafford Counties on March 12 or 19, 2016 from 10am – 3:30pm with staff setup at 8am.

The New Hampshire Fish and Game Department gives notice that the Hunter Education Program is requesting proposals for a one day lunch buffet for approximately 250 people. This will be a mid-day meal served buffet style. Must provide own cooking equipment and the following:

- 2 entrée options (No hamburgers or hot dogs please)
- 2 Sides Salads (examples: would be; Cole slaw, Potato Salad, Tossed, pasta)
- 3 Sides (examples: would be; Whipped potato, rice pilaf, stuffing, baked beans)
- Coffee station to include: cups, utensils, creamers, and sweeteners.
- 2 dessert options (examples: apple pie, cheese cake, carrot cake, Strawberry shortcake)
- All necessary paper plates, utensils, napkins etc.
- All needed serving equipment and utensils
- All needed condiments
- Assorted sodas and bottled water
- Tables and chairs for all participants
- Table Cloths for serving tables
- Set-up and breakdown of all food service needs

The Following items should be broken out when submitting bids:

Description of services to be provided

Breakdown of cost for food items

Hall Rental Fees

Total cost per person

Any fees associated with services in addition to the items listed above

Sum total cost of the contract will be based on price per person and any associated fees.

The state is exempt from the rooms and meals tax.

The Department will provide final count of people attending 10 days prior to event. Invoice must be itemized for services and based on number of people attending.

EVENT COSTS SUMMARY

Rochester Lodge of Elks Lunch and refreshments: \$ 4,873.13

Total Event Costs = \$4,873.13

Money is available in the following account:

Hunter Education Funds	<u>FY2016</u>
020-07500-212100000-020-500252, Current Expense	\$4,873.13

The Hunter Education Program funding is 100% federal funds.

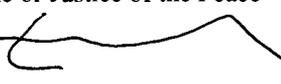
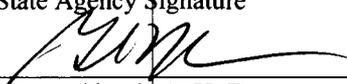
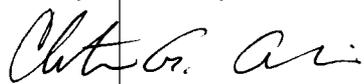
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Rochester Lodge #1393 of the Benevolent and Protective Order of Elks of the United States of America		1.4 Contractor Address 295 Columbus Avenue, Rochester NH 03867	
1.5 Contractor Phone Number 603-332-6205	1.6 Account Number 020-075-2121-020	1.7 Completion Date 3/19/2016	1.8 Price Limitation \$4,873.13
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-3212	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Norman R. Gervais, Secretary	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>12/8/15</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 AMANDA E. MITCHELL NOTARY PUBLIC STATE OF NEW HAMPSHIRE 			
1.13.2 Name and Title of Notary or Justice of the Peace Amanda Mitchell, Notary			
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: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/19/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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.

EXHIBIT A

Rochester Lodge of Elks #1393 will provide the following services for the New Hampshire Fish & Game Department's Volunteer Instructor Recognition Banquet for approximately 250 people on March 19, 2016:

Quantity Food Price Amount

250 Create Your Own Buffet to include 2 Entrees, 2 Salads
3 sides, 2 Desserts, Dinner Rolls, Self Service Coffee
And tea station and assorted sodas
\$16.95 per person x 250 \$4,237.50

Hall Rental, Tables, Chairs, Linens, and Service Included
With Create Your Own Buffet.

Total: \$4,237.50

Quantity Miscellaneous Price Amount

15% gratuity

Total: \$635.63

Total: \$4,873.13

EXHIBIT B

The total for this contract shall not exceed \$4,873.13

Payment will be made to the contractor upon satisfactory completion of the work described in exhibit A within 30 days of approved invoice.

Invoice shall be sent to:
New Hampshire Fish & Game Department
Business Division
11 Hazen Dr.
Concord, NH 03301

EXHIBIT C

The New Hampshire Fish and Game Department agrees to waive the provisions of paragraph 14.1.1 by reducing the required amount to \$1,000,000.

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 ROCHESTER LODGE #1393 OF THE BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA is a New Hampshire nonprofit corporation formed June 21, 1926. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of December A.D. 2015



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

William M. Gardner
Secretary of State

Rochester Elks Lodge No. 1393
295 Columbus Avenue – PO Box 1393
Rochester, NH 03866-1393



A Fraternal Organization

Benevolent and Protective
Order of Elks
Lodge Tel. (603) 332-9700
FAX (603) 335-0959

CERTIFICATE OF VOTE

I, Kevin Howard, President (Exalted Ruler) of the Benevolent and Protective Order of Elks Lodge #1393, Inc. do hereby certify that:

1. I am the duly elected President of the Benevolent and Protective Order of Elks Lodge #1393 Inc.

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

Resolved that Norman R. Gervais, Secretary, 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.

2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of December 8, 2015.
3. Norman R. Gervais is the duly appointed Secretary of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Benevolent and Protective Order of Elks Lodge #1393 Inc., this 8th day of December 2015.

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

Kevin Howard, President

State of New Hampshire, County of Stafford

On this the 8 day of December 2015, before me Kevin Howard, the undersigned officer, personally appeared Kevin Howard, known to me (or satisfactorily proven) to be the person whose name described to be the within instrument and acknowledged that he executed the same for the purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

A handwritten signature in black ink, appearing to read "Amanda E. Mitchell", written over a horizontal line.

AMANDA E. MITCHELL
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES APRIL 13, 2017

BENEVOLENT AND PROTECTIVE ORDER OF ELKS

Insured by: Westport Ins Corp Excess of Elks SIR Policy No. NAP045222303
Crime Insured by National Union Fire Ins Co of Pittsburgh Policy No. 06-181-32-81
Boiler & Machinery Insured by: The Travelers Indemnity Co Policy No. M5J-BME1-444DO433-TIL-15

PROPERTY "PLUS" CERTIFICATE OF COVERAGE

PARTICIPANT: Rochester, NH No. 1393 **Certificate No. 1393**
PO Box 1393
Rochester NH 03866-1393
Effective Date: From 4/1/2015 to 4/1/2016 12:01 AM
Assessment: \$7,237.00

Location of Property	Description	Amount of Insurance
Loc. # 1 41 COLUMBUS AVENUE ROCHESTER NH	ELKS LODGE	
Loc. # 1 BLANKET BUILDINGS		\$1,316,530.00
Loc. # 1 BUS PERSONAL PROPERTY		\$85,575.00

YOUR DEDUCTIBLE, PER OCCURRENCE, FOR ALL COVERAGE SHOWN IS: \$5,000
EXCEPT FOR WIND OR EARTHQUAKE OR AS OTHERWISE NOTED

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss, **excluding Earthquake and Flood**, unless otherwise indicated on this certificate, on Real & Personal Property. Replacement Cost coverage applies. Refer to your Property Plus Insurance Guide for further coverage details. (Please see the following pages for a further description of coverages and limits provided to you).

Mortgagee/Loss Payee

See attached.

Administrator

Aon Risk Services of IL
Elks Insurance Program
200 East Randolph, 5th Floor
Chicago, IL 60601

Issue Date: Created on 3/23/2015

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

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

PRODUCER Aon's Affinity Insurance Services, Inc. The Elks Insurance Program 200 E Randolph, 4th Floor Chicago, IL 60601	CONTACT NAME: D. A. Downey PHONE (A/C, No, Ext): (800) 421-3557	FAX (A/C, No): (312) 381-2751													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Benevolent and Protective Order of Elks of U.S.A Rochester, NH No. 1393 295 Columbus Ave Rochester, NH 03867-3488															

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 OF THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

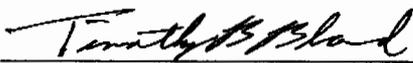
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	MWZY 303415	03/31/15	03/31/16	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PERSON & ADV INJURY	\$ 1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS-COMP/OPP AGG	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: OCCUR						
A	AUTOMOBILE LIABILITY	MWZY 303415	03/31/15	03/31/16	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Insured Lodge: Elks Lodge # 1393
 Event: Hunter Education Banquet
 Location: Elks Lodge
 Date: 03/19/2015

THE CERTIFICATE HOLDER IS PROVIDED EVIDENCE OF COVERAGE AS RESPECTS THE INSURED'S OPERATIONS DURING THE DESCRIBED EVENT OR ACTIVITY NOTED ABOVE.

HIRED AND NON-OWNED AUTO COVERAGE IS SUBJECT TO THE GENERAL AGGREGATE COVERAGE DOES NOT INCLUDE LIQUOR LIABILITY

No coverage will be afforded for claims that occur as a result of the property owner's failure to maintain the property, property defects or the property owner's negligence.

CERTIFICATE HOLDER State of New Hampshire NH Fishing Game Committee 11 Haven Drive 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 
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