



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

131 OAW

March 21, 2013

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

100% Federal

REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department to hold a Hunter Education Volunteer Recognition and Training Seminar on June 22, 2013. The total cost for this event will be \$4,590.00. Funding is 100% Federal.

2. Authorize the New Hampshire Fish and Game Department to purchase volunteer recognition awards for a cost not to exceed \$1,000.00 to be presented to volunteer instructors at this event. Funding is 100% Federal.

Funding for the awards is available in the Hunter Education account contingent upon availability and continued appropriations for State Fiscal Year 2013 as follows:

	<u>FY2013</u>
20-07500-21210000-020-500252 Current Expense	\$1,000.00

3. Authorize the New Hampshire Fish and Game Department to pay the Benevolent and Protective Order of Elks Lodge 2099 d/b/a Lebanon Elks Lodge, vendor code 231029, \$3,590.00 to provide facilities, refreshments and a lunch buffet for the Hunter Education Volunteer Recognition Banquet and Seminar on June 22, 2013. 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 2013 as follows:

	<u>FY2013</u>
20-07500-21210000-020-500252 Current Expense	\$3,590.00
	<u>\$1,000.00</u>
	\$4,590.00

EXPLANATION

The purpose of this event is to provide training and recognition for volunteer instructors in the Department's Hunter, Bow 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 \$400,000.00 of federal money. Without their services, making these mandatory programs available to the public would be far more costly, if not impossible.

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

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The amount of \$4,590.00 is based upon the potential of up to 200 instructors attending the catered event and the costs of awards. The summary of event costs is broken down in the event summary page. Cost quotes from the vendors were submitted based on an estimate of 200 instructors attending.

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

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 210 people on June 22, 2013.

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 210 people. This will be a mid-day meal served buffet style. Must provide own cooking equipment and the following:

- 3 entrée options (No hamburgers or hot dogs please)
- 3 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 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.

1 vendor responded with a bid based on per person pricing.

Bids were requested and received from the following vendor:

Lebanon Lodge of Elks	\$17.95 per person x 200	\$3590.00
150 Heater Rd.		
Lebanon, NH 03766		

Based on the only bidder the Lebanon Lodge of Elks was chosen as the vendor.

Subject:

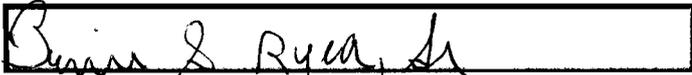
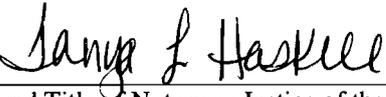
Lebanon Lodge of Elks

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 Lebanon Elks Lodge		1.4 Contractor Address 150 Heater Rd. Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-9828	1.6 Account Number 20-07500-21210000-020-500252	1.7 Completion Date 6/22/2013	1.8 Price Limitation \$3590.00
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 Brian Ryea, Sr., Lodge Secretary	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>3/22/2013</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]  TANYA L. HASKELL, Notary Public My Commission Expires October 6, 2015			
1.13.2 Name and Title of Notary or Justice of the Peace 			
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) By:  On: <u>5-13-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

Contractor Initials QR
Date 3-22-19

EXHIBIT A

Lebanon Lodge of Elks will provide the following services for the New Hampshire Fish & Game Department's Volunteer Instructor Recognition Banquet for approximately 200 people on June 22, 2013:

Quantity Food Price Amount

Assorted Bottled Water and Soda 3.00 per person x 200	600.00
200 Create Your Own Buffet to include 3 Entrees, 3 Salads 3 Extras, 2 Desserts, Dinner Rolls and Self Serve Coffee Station. \$14.95 per person x 200	2,990.00

Total: \$3,590.00

Quantity Miscellaneous Price Amount

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

Total: \$0.00

Total: \$3,590.00

EXHIBIT B

The total for this contract shall not exceed \$3,590.00

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 waive the provisions of paragraph 14.1.1 by reducing the required amount to \$1,000,000.

EVENT COSTS SUMMARY

Lebanon Lodge of Elks Lunch and refreshments: \$ 3,590.00

Recognition Awards Cost: \$ 1,000.00

Total Event Costs = \$4,590.00

Money is available in the following account:

Hunter Education Funds	<u>FY2013</u>
020-07500-212100000-020-500252 Current Expense	\$4,590.00

The Hunter Education Program funding is 100% federal funds.

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 BENEVOLENT AND PROTECTIVE ORDER OF ELKS, LEBANON, NEW HAMPSHIRE, LODGE #2099, INC. is a New Hampshire nonprofit corporation formed November 18, 1960. 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 17th day of April A.D. 2013

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

William M. Gardner
Secretary of State



Benevolent & Protective Order Of Elks
 Lebanon, New Hampshire Lodge #2099
 P.O. Box 90
 Lebanon, New Hampshire 03766
 (603)448-9828

CERTIFICATE OF VOTE

I, Joseph Alvin President of Benevolent and Protective Order of Elks Lodge #2099, Inc. do hereby certify that:

1. I am the duly elected President of, Benevolent and Protective Order of Elks Lodge #2099 Inc.

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

RESOLVED that Brian S. Ryea Sr. 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.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 25, 2013

4. Brian S. Ryea Sr. is the duly appointed Secretary of the Organization.

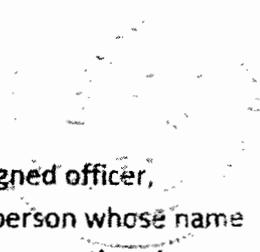
IN WITNESS WHEREOF, I have hereunto set my hand as the President of Benevolent and Protective Order of Elks Lodge #2099 Inc., this 30th day of April 2013.



 Joseph Alvin, President

State of New Hampshire County of Grafton.

On this the 30 day of April 2013, before me Martha Chesley, the undersigned officer, personally appeared Joseph Alvin known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.


 MARTHA J. CHESLEY, Notary Public
 My Commission Expires April 21, 2014

**BENEVOLENT AND PROTECTIVE
ORDER OF ELKS
PROPERTY "PLUS"**

Insured by:	Westport Ins Corp Excess of Elks SIR	Policy No. 31-3-74465
Crime Insured by	National Union Fire Ins Co of Pittsburgh	Policy No. 01-636-08-58
Boiler & Machinery Insured by:.	The Travelers Indemnity Co	Policy No. M5J-BME1-444D04333-TIL-12

CERTIFICATE OF COVERAGE

PARTICIPANT: Lebanon, NH No. 2099	Certificate No. 2099
PO Box 90 Lebanon NH 03766-0090	
Effective Date: From 4/1/2012 to 4/1/2013 12:01 AM	
Assessment:	\$8,404.00

Location of Property	Description	Amount of Insurance
Loc. # 1 150 HEATER ROAD LEBANON NH	ELKS LODGE	
Loc. # 1 BUILDING		\$1,402,322.00
Loc. # 1 BUS PERSONAL PROPERTY		\$162,675.00

**YOUR DEDUCTIBLE, PER OCCURRENCE, FOR ALL COVERAGE SHOWN IS: \$25,000
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

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

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, 5th 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 Lebanon NH Lodge # 2099 PO Box 90 Lebanon, NH 03766															

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 59979	03/31/13	03/31/14	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 59979	03/31/13	03/31/14	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 #2099
 Event: New Hampshire Fishing Game
 Location: Lodge Building
 Date: 6/22/2013
 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

CERTIFICATE HOLDER State of New Hampshire New Hampshire 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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