



# 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

February 11, 2014

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 Let's Go Fishing Volunteer Instructor Training and Recognition event on April 5, 2014. Total cost of this event will be \$4,279.30. Funding is 100% federal.
- 2. Authorize the New Hampshire Fish and Game Department to purchase volunteer recognition awards for a cost not to exceed \$250.00 to be presented to volunteer instructors at this event. Funding is 100% Federal.

Funds for this payment are available in the Public Information and Conservation Education – Aquatic Resources Education account, contingent upon availability and continued appropriations for State Fiscal Year 2014 as follows:

03 75 75 751020 Public Information and Conservation Education - Aquatic Resources Education

20-07500-21220000-020-500252, Current Expense \$250.00

3. Authorize the New Hampshire Fish and Game Department to pay SAFCO Management, Inc., DBA Steele Hill Resorts, The Summit Resort, The Hilltop Restaurant, Sanbornton, NH, vendor code 201110, \$4,029.30, to provide facilities and buffet dinner for the Let's Go Fishing Volunteer Recognition and Training Seminar at the Steele Hill Resort on April 5, 2014. Funding is 100% Federal.

Funds for the payment are available in the Public Information and Conservation Education – Aquatic Resources Education account, contingent upon availability and continued appropriations for State Fiscal Year 2014 as follows:

03 75 75 751020 Public Information and Conservation Education - Aquatic Resources Education

20-07500-21220000-020-500252 Current Expense \$4,029.30 \$250.00 \$4,279.30

REGION 1 629B Main Stre

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 Her Excellency, Governor Margaret Wood Hassan and the Honorable Council

February 11, 2014 Page 2 of 2

#### **EXPLANATION**

The purpose of this event is to provide training and recognition for volunteer instructors in the Department's Let's Go Fishing Program. 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 4,500 hours of time, matched with over \$200,000 of federal money. Without their services, making these programs available to the public would be far more costly, if not impossible.

The amount of \$4,279.30 is based upon the potential of up to 90 instructors, staff, and dignitaries attending the catered event and cost 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 90 people attending.

Respectfully submitted,

Glenn Normandeau Executive Director

Kathy Ann LaBonte Chief, Business Division

# Bid Page

All vendors were asked to bid on the following:

Provide comparable appetizers and buffet dinner, and include any additional fees for banquet room rental, linens, china, flatware, glassware, tables, chairs, and gratuity. Estimated number of people was 90.

Facility requirements: 1 main room with banquet style seating and sound system.

Three vendors responded with bids based on per person pricing with additional fees for rooms and audio rental.

\$5,211.00 (\$57.90 per person)

The Inn on Newfound Lake 1030 Mayhew Turnpike Bridgewater, NH 03222 1-(603)-744-9111

The Margate on Winnipesaukee \$4,153.50 (\$46.15 per person)

76 Lake Street Laconia, NH 03246 1-(603)-524-5210

Steele Hill Resort \$4,029.30 (\$44.77 per person)

516 Steele Hill Road Sanbornton, NH 03269 1-(603)-524-0500

The Wentworth by the Sea, A Marriott Hotel & Spa No Response

588 Wentworth Road New Castle, NH 03854 1-(603)-422-7322 Wentworth by the Sea

Subject:

Let's Go Fishing Program Instructor Recognition Event

#### **AGREEMENT**

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

# **GENERAL PROVISIONS**

1. IDENTIFICATION.							
1.1 State Agency Name	1.2 State Agency Address						
NH Fish & Game Department	11 Hazen Drive, Concord, NH 03301						
1.3 Contractor Name	1.4 Contractor Address						
SAFCO Management Inc, DBA Steele Hill Resort The Summit Resort, The Hilltop Restaurant	S 516 Steele Hill Road, Sanbornton, NH 03269						
1.5 Contractor Phone 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation						
Number (603) 524-0500 020-075-2122-020	04/05/2014 \$4,029.30						
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number						
Glenn Normandeau, Executive Director	(603) 271-3511						
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory						
Dung Thek	Drector of Hospitalog Sales						
1.13 Acknowledgement: State of NH , County of	Belknap						
	y appeared the person identified in block 1.12, or satisfactorily						
proven to be the person whose name is signed in block 1.11, and ac	knowledged 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							
JR Caresto							
[Seal]							
1.13.2 Name and Title of Notary or Justice of the Peace							
JILLIAN R. OBER, Notary Public My Commission Expires May 25, 2016							
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory						
MM	Glenn Normandeau, Executive Director						
1.16 Approval by the N.H. Department of Administration, Division	n of Personnel (if applicable)						
By:	Director, On:						
1.17 Approval by the Attorney General (Form, Substance and Exe	ecution)						
Ву:	On: 2-38- (4						
1.18 Approval by the Governor and Executive Council							
Ву:	On:						

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

### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

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

# 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

#### 7. PERSONNEL.

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

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

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

#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
  8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

# 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

#### 11. CONTRACTOR'S RELATION TO THE STATE. In

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

### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

#### 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

## 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

- **20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

### **EXHIBIT A**

The Scope of Services is agreed to be as follows between SAFCO Management, Inc., DBA Steele Hill Resorts, The Summit Resort, The Hilltop Restaurant, Party of the First Part, and the State of New Hampshire, Department of Fish and Game, Party of the Second Part. Party of the First Part agrees:

SAFCO Management, Inc., DBA Steele Hill Resorts, The Summit Resort, The Hilltop Restaurant will provide the following services for the New Hampshire, Fish and Game Department's Let's Go Fishing Volunteer Recognition banquet and Training Seminar for approximately 90 people on April 5, 2014.

Quantity Food Price Amount
Cheese and Crackers
Vegetable Crudités and Dip
Tossed, Potato, and Pasta Salads
Steamed Vegetables
Rice and Red Bliss Potato
Vegetable Stir Fry
Chicken Madeira
Baked Haddock
Chef Carved Roast Top Sirloin of Beef
Dinner Rolls & Butter
Coffee, Tea, Decaf
90 All inclusive \$37.00 per person
Subtotal
Service Charge 21 %:

\$3,330.00

699.30

**Total:** \$4,029.30

### **EXHIBIT B**

The total for this contract shall not exceed \$4,029.30.

Payment will be made to the contractor upon satisfactory competition 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 Drive Concord, NH 03301

#### **EXHIBIT C**

No Special Provisions.

# **EVENT COSTS SUMMARY**

SAFCO Management, Inc.

DBA Steele Hill Resorts, The Summit Resort, The Hilltop Restaurant \$4,029.30

Instructor Awards \$250.00

Total Event Costs = \$4,029.30

Money is available in the following account:

 Aquatic Resources Education Funds
 FY2014

 20-07500-21220000-020-500252, Current Expense
 \$4,279.30

The Aquatic Resources 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 SAFCO MANAGEMENT, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 27, 1993. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22<sup>nd</sup> day of January, A.D. 2014

William M. Gardner Secretary of State

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# **CERTIFICATE OF VOTE**

I, Robert Robillard, Vice President of SAFCO Management, Inc. do hereby certify that I am an authorized representative of SAFCO Management, Inc.

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

This certificate authorizes Penny Miller to sign as authorized representative of SAFCO Management, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand as an authorized representative of SAFCO Management, Inc., this 17<sup>th</sup> day of January 2014.

Robert Robillard

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/05/2014

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 1-999-9999					CONTACT NAME: The Rowley Agency						
Wells Fargo Insurance Services USA, Inc.					PHONE		8-3840	FAX (A/C, No):			
4000 Town Center, Suite 800					(A/C, No E-MAIL ADDRE	C HAW		1,40,110/.			
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	Glenn Normandeau										
11	11 Hazen Drive					AUTHORIZED REPRESENTATIVE					
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