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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

February 22, 2016

Her Excellency, Governor Margaret Wood Hassan
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 SOLE-SOURCE contract with Mark Damian Duda & Associates, Inc., Harrisonburg, VA (vendor code 202260), in an amount not to exceed \$18,500 for the purpose of implementing a New Hampshire Resident Angler Opinion and Attitude Survey as part of comprehensive planning in order to quantify resident opinions, concerns and desires regarding freshwater gamefish species and their management in New Hampshire, effective upon Governor and Council approval through September 30, 2016. 100% Other Funds (73% Gifts and Donations and 27 % Wildlife Heritage Foundation).

Funding is available as follows:

| | |
|---|-----------------|
| 03 7575 750020-21130000-Fish and Game Commission-Gifts and Donation Account | <u>FY16</u> |
| 20-07500-21130000-020-500252 Current Expense | \$13,500 |
| 03 7575 750020-80490000-Fish and Game Commission-Wildlife Heritage Foundation | |
| 20-07500-80490000-020-500252 Current Expense | \$ <u>5,000</u> |
| | \$18,500 |

EXPLANATION

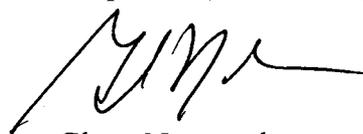
Recreational fishing is a strong mainstream activity in New Hampshire that provides families with one of the best ways to spend quality time together; fosters a passionate conservation ethic that plays an enormous role in the successful stewardship of our aquatic resources; and, is an economic powerhouse that permeates all levels of our economy. In fact, in 2011, New Hampshire's anglers generated \$210 million in retail sales, which rippled through the economy to generate \$332.8 million in economic output for the State. Additionally, the recreational fishing industry in New Hampshire supports over 3,600 jobs and \$114 million in earned wages. NHFG relies on state of the art biological and social science to satisfy the diverse fishing interests of our citizenry and to simultaneously safeguard the health of our fish populations for the benefit and enjoyment of present and future generations.

Her Excellency, Governor Margaret Wood Hassan
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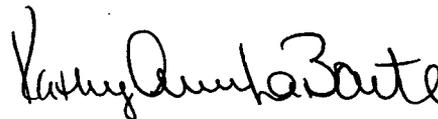
Public input is a critical component of fisheries management planning in New Hampshire. It has been 12 years since NHFG last conducted an angler opinion and attitude survey. In order to make sure we are serving the needs of our anglers, we are proposing to conduct another survey in 2016.

The NHFG respectfully requests approval to sole source this contract with Responsive Management, of Harrisonburg, VA. Responsive Management has been conducting high-quality survey research for fish and wildlife agencies for nearly 25 years. Responsive Management's research has been upheld in U.S. District Courts; used in peer-reviewed journals; and presented at major natural resource, fishing and hunting, and outdoor recreation conferences throughout the world. Responsive Management offers several important advantages over other research firms: (1) Responsive Management has an unparalleled foundation of knowledge and experience, having conducted two previous angler surveys for NHFG as well as numerous other studies; (2) Responsive Management provides unlimited access to copyrighted materials, including survey questions that the Department would like to use in the upcoming angler survey; (3) Responsive Management provides continuity and stability in data collection and analysis using state of the art sampling and analysis methods. Responsive management has conducted similar Angler Surveys as part of fisheries management planning efforts in 1996 and 2004, and the Department has a strong interest in maintaining angler survey continuity in survey methods and analysis in order to track trends in public opinion over our 20 year working relationship with Responsive Management, (4) Responsive Management has access to proprietary software that allows nonparametric analyses to be run on *all* questions based on *all* available demographic, geographic, and attitudinal characteristic variables; and (5) Responsive Management has a solid, credible, nationally recognized reputation for producing scientifically-defensible survey research in the wildlife management field. Responsive Management is uniquely qualified to conduct this work.

Respectfully submitted,



Glenn Normandeau
Executive Director



Kathy Ann LaBonte
Chief, Business Division

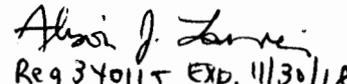
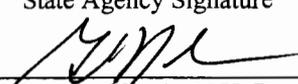
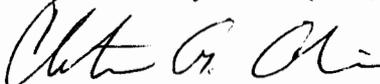
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---------------------------------|---|--------------------------------|
| 1.1 State Agency Name New Hampshire Fish and Game Department | | 1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301 | |
| 1.3 Contractor Name Mark Damian Duda and Associates, Inc. | | 1.4 Contractor Address 130 Franklin Street, Harrisonburg, VA 22804 | |
| 1.5 Contractor Phone Number (540) 432-1888 | 1.6 Account Number See below | 1.7 Completion Date 9/30/16 | 1.8 Price Limitation 18,500 |
| 1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director | | 1.10 State Agency Telephone Number 603-271-2741 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Mark Damian Duda, Executive Director | |
| 1.13 Acknowledgement: State of <u>Virginia</u> , County of <u>Rockingham</u> On <u>February 8, 2016</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]  Reg 340115 Exp. 11/30/18 | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Alison J. Lanier, Business Manager</u> | | | |
| 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>3/9/16</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 NDJ
Date 2/8/16

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.

Exhibit A Scope of Services

Responsive Management will initiate the study by consulting with Fish and Game Department staff to set the parameters for research design and the development of the final report. Responsive Management will also review with Department staff the earlier licensed angler survey instruments implemented in 1996 and 2004 to identify the questions for inclusion in the new survey; the research team will also discuss new topics and/or questions for the survey

Responsive Management will administer a quantitative telephone survey of 600 New Hampshire anglers. Incorporating content from previous angler surveys conducted for the Department, the survey may consist of questions on topics including, but not limited to, freshwater fishing participation, characteristics of fishing participation (# of fishing trips, hours spent fishing, species fished, etc.), satisfaction with various aspects of fishing in New Hampshire, support for and opposition to fisheries management techniques, sources of information on fishing-related information, and demographic data of respondents.

Responsive Management will conduct telephone interviews using Questionnaire Programming Language (QPL), which is a comprehensive system for Computer-Assisted Telephone Interviewing (CATI) that provides complete capabilities for designing, administering, and managing telephone-based research operations. As with the online survey software, the use of this program enhances the flow of data entry by eliminating unnecessary questions (e.g., follow-up questions will only be shown for questions that apply). The survey instrument is programmed to automatically skip, code, and/or substitute phrases in the survey based upon previous responses, as necessary, for the logic and flow of the interview. Any respondent-specific data provided can be programmed to appear to the interviewer as part of the text of any question or as a branching control or skip pattern. Survey data will be entered into the computer as the interview is being conducted, thereby eliminating any potential subsequent data-entry errors. Additionally, QPL can automatically check data upon entry for inconsistencies to ensure the integrity of data collection. Interviews will be conducted Monday through Friday from 9:00 a.m. to 9:00 p.m., Saturday from 10:00 a.m. to 4:00 p.m., and Sunday 3:00 p.m. to 9:00 p.m., local time. A five-callback design will be used to maintain the representativeness of the sample, avoid bias toward people easy-to-reach by telephone, and provide an equal opportunity for all to participate. Additionally, the survey will be administered in a multimodal format utilizing a link to an online version of the questionnaire distributed through emails and postcards, as well as follow-up telephone calls. The sampling frame will be designed to ensure a 95% confidence level and a low sampling error for the entire population of anglers.

Responsive Management will fully analyze the survey data. All survey data will be processed and analyzed using SPSS for Windows software and proprietary software developed by Responsive Management. Data processing and analysis will include coding, preparation of straight tabulations, and preparation of study printouts. All data will be available in both hard copy and electronically in SPSS or Excel formats. The data analysis will include extensive crosstabulations comparing sub-groups within the overall population of anglers (males vs. females, anglers of various age groups, etc.)

Initials: MSD

Date: 2/8/16

Responsive Management will provide a detailed final report fully quantifying and explaining all survey findings. Responsive Management will use participatory and demographic questions from the survey to conduct crosstabulations comparing attitudes and opinions among various sub-groups within the licensed angler population. The final report will begin with an executive summary with a "bullet" narrative of key findings and a brief description of methodology. Following the executive summary, the final report will include an introduction; detailed survey methodology, including a discussion of data analysis and statistical procedures; a tabular data report, including survey graphs and tables; crosstabulations; and analyses and interpretations of "other" or open-ended survey questions.

Exhibit B Method of Payment

The total for this contract is \$18,500.00

1. Responsive Management shall receive payments for services rendered in accordance with the following schedule:
 - a. \$10,000.00 upon completion of administering the survey.
 - b. \$7,500.00 upon delivery of the final report.
 - c. \$1,000 to cover travel related costs if we request Responsive Management to come to New Hampshire to provide a summary of the survey to the Fish and Game Commission.
2. Responsive Management shall submit invoices in accordance with the payment schedule, and the New Hampshire Fish and Game Department will make payments only upon acceptance of the services.

Exhibit C Special Provisions

1. In the event that Responsive Management requires a sub-sample of angler contacts from the New Hampshire Fish and Game Department's license data for the scope of work detailed in Exhibit A of this contract, Responsive Management shall not disclose any direct identifiers of individuals contained within the New Hampshire Fish and Game Department's license data to another person or organization without prior written consent of the New Hampshire Fish and Game Department. Responsive Management shall return or destroy all copies of the New Hampshire Fish and Game Department's license data on or before the ending date of this contract.

For the purpose of this provision "direct identifier" means: names, postal address other than town or city, state, and zip code; telephone and fax numbers; electronic mail addresses; social security numbers' and, certificate and license numbers.

Initials: MDD
Date: 2/8/16

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 MARK DAMIAN DUDA & ASSOC., INC. a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on May 8, 2000. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of January, A.D. 2016

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

William M. Gardner
Secretary of State

Responsive Management



CERTIFICATE OF VOTE

I, Andrea Criscione, Clerk of *Mark Damian Duda and Associates, Inc.* do hereby certify that:

1. I am the duly elected Clerk of *Mark Damian Duda and Associates, Inc.*.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of *Mark Damian Duda and Associates, Inc.* duly held on January 13, 2016.

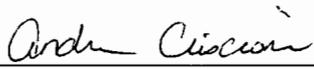
RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

RESOLVED that the Executive Director 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 through December 31, 2016.

4. Mark Damian Duda is the duly appointed Executive Director of the Organization.

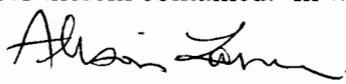
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Mark Damian Duda and Associates, Inc. this 13th day of January 2016.



Andrea Criscione, Clerk

State of Virginia, County of Rockingham.

On this 13th day of January 2016, before me, personally appeared Andrea Criscione, the undersigned officer, 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.

 Key no 340 115 exp 11/30/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2016

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 Blue Ridge Insurance Services, Inc. - P&C 116 Reservoir Street Harrisonburg VA 22801 | CONTACT NAME: Julie Coffman PHONE (A/C, No, Ext): (540)437-9030 E-MAIL ADDRESS: jcoffman@brisinc.com | FAX (A/C, No): (540)437-9034 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Mark Damian Duda & Associates & Responsive Management 130 Franklin St Harrisonburg VA 22801-4017 | INSURER A: Erie Insurance Exchange | 26271 |
| | INSURER B: Erie Insurance Exchange | 26271 |
| | INSURER C: Erie Insurance Exchange | 26271 |
| | INSURER D: Erie Insurance Exchange | 26271 |
| | INSURER E: | |
| | INSURER F: | |

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | Y | N | Q412590283 | 5/25/2015 | 5/25/2016 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY | N | N | Q052530612 | 5/25/2015 | 5/25/2016 | GENERAL AGGREGATE \$ 3,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | PRODUCTS COMP/OP AGG \$ 3,000,000 |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | |
| C | UMBRELLA LIAB | N | N | Q292570222 | 5/25/2015 | 5/25/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 |
| | EXCESS LIAB | | | | | | BODILY INJURY (Per person) \$ |
| | DED <input checked="" type="checkbox"/> RETENTION \$ | | | | | | BODILY INJURY (Per accident) \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | N | Q892500217 | 5/25/2015 | 5/25/2016 | PROPERTY DAMAGE (Per accident) \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | |
| | | | | | | | |

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

Certificate holder is named as Additional Insured with respect to the General Liability

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Fish & Game Department
 Inland Fisheries Division
 11 Hazen Drive
 Concord NH 03301

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