



# New Hampshire Fish and Game Department

FEB 28 '22 PM 12:46 RCVD

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**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 22, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **sole-source** contract with the National Opinion Research Center (NORC), Chicago, IL (vendor code #336896) in the amount of \$100,000.00 to conduct a survey of New Hampshire residents' participation in fishing, hunting and wildlife associated recreation, effective upon Governor and Council approval **retroactive** for the period January 1, 2022 through December 31, 2023. 75% Federal and 25% other funds.

Funding is available as follows:

**03-75-75-750020-11710000 Fish and Game Commission – Office of the Director**

20-07500-11710000-103-502507 Contracts for Operational Services FY22  
\$74,925

**03-75-75-750020-21130000 Fish and Game Commission - Gifts and Donations Account**

20-07500-21130000-020-500252 Current Expense FY22  
\$25,075

### EXPLANATION

The National Survey of Fishing, Hunting, and Wildlife-Associated Recreation (FHWAR) is conducted every five years since 1955 and is one of the most comprehensive continuing recreation surveys. The FHWAR collects information on the number of anglers, hunters, and wildlife watchers, how often they participate, and how much they spend on their activities in the United States. The Association of Fish and Wildlife Agencies (AFWA) and the United States Fish and Wildlife Service (USFWS) carry out the survey on behalf of all State Fish and Wildlife Agencies. The resulting data is used to identify present and future needs and demands related to fish and wildlife restoration and management. The data on expenditures and participation helps to assess the value of wildlife-related recreation and its impact on the economy. Past surveys included detailed state-level reports for each state. However, due in part to high costs; the 2022 FHWAR survey will NOT include specific state reports.

The National Opinion Research Center (NORC) was engaged by AFWA to conduct the 2022 national survey. NORC offered states the option to purchase additional sampling to leverage the national survey as a starting point for reliable state-level surveys of participation and recreational expenditure estimates. This is valuable data used by NHFG to inform policy and fish and wildlife resource management decisions. We seek to contract with NORC to conduct a New Hampshire survey in conjunction with the national survey. This is requested as a **sole source** contract because NORC is the sole contractor for the national survey and interviews of New Hampshire residents conducted for that purpose can be used at no cost, thereby reducing the number of additional sample interviews we must purchase to obtain reliable state-level data. Additionally, survey methods and data reporting will remain consistent with those of the national survey. We are requesting this as a **retroactive** contract because, to stay on track with the schedule of the national survey, it may be necessary to conduct some activities in preparation for a New Hampshire survey prior to the date of Governor and Council approval.

Respectfully submitted,

Scott R. Mason  
Executive Director

Kathy Ann LaBonte, Chief  
Business Division

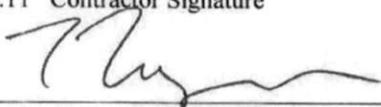
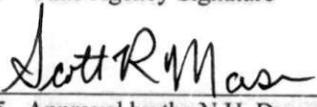
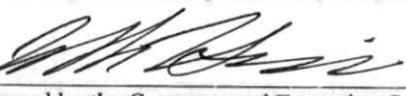
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |  |                                   |
|--|--|--|-----------------------------------|
| 1.1 State Agency Name<br>NH Fish and Game Department   |  | 1.2 State Agency Address<br>11 Hazen Drive, Concord, NH 03301                                      |                                   |
| 1.3 Contractor Name<br>National Opinion Research Center (NORC)   |  | 1.4 Contractor Address<br>55 E Monroe Street, Ste. 30 Chicago, IL 60603                            |                                   |
| 1.5 Contractor Phone Number<br>(312) 759-4000  | 1.6 Account Number<br>7500 11710000 103 502507<br>7500 21130000 020 500252 | 1.7 Completion Date<br>December 31, 2023   | 1.8 Price Limitation<br>\$100,000 |
| 1.9 Contracting Officer for State Agency<br>Scott R. Mason, Executive Director   |  | 1.10 State Agency Telephone Number<br>(603) 271-3511   |                                   |
| 1.11 Contractor Signature<br> Date: 2/4/22   |  | 1.12 Name and Title of Contractor Signatory<br>Trevor Tompson, SVP Public Affairs & Media Research |                                   |
| 1.13 State Agency Signature<br> Date: 2/22/22   |  | 1.14 Name and Title of State Agency Signatory<br>Scott R. Mason, Executive Director                |                                   |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |  |  |                                   |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: 2/24/2022 |  |  |                                   |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br>G&C Item number: _____ G&C Meeting Date: _____  |  |  |                                   |

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

**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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

**PUBLICITY**

Except as provided in this section, STATE may use the progress information and results from the Work as it sees fit. No advertising, sales promotion or other publicity matters shall be published or distributed by STATE with respect to the Work, or the results achieved in connection therewith, which in any way mentions NORC or any of its employees, or from which a connection with NORC or any of its employees could be implied or inferred, without the prior written consent of NORC's President, which consent will not be unreasonably withhold. Such consent shall be required only in circumstances where STATE uses the progress information and results from the Work as a basis for drawing and asserting further conclusions that are beyond the scope of the Work. Such consent shall not be required in circumstances where STATE publicly distributes the Work as part of its advocacy efforts, and, in so doing, the Work is distributed in its entirety, portions of the Work are quoted directly, or the Work is discussed orally without reference to any conclusions that are beyond the scope of the Work. STATE warrants that it will not misuse or misrepresent the findings and progress of the Work, but if, in NORC's judgment, such misuse or misrepresentation occurs, NORC will retain the opportunity to distribute a methodological clarification or require STATE to retract or publish a clarification. Any other use of NORC's name and/or logo in any manner whatsoever without prior written approval from NORC's President is hereby prohibited. This prohibition, when applicable, shall include, but not be limited to, articles or publications (including news releases and advertising), marketing materials, and endorsements.

**LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PARTIES' PERFORMANCE OF THIS AGREEMENT, EVEN IF SUCH PARTY IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY EXCEED THE CONTRACT AMOUNT SET FORTH IN BLOCK 1.8 OF THIS AGREEMENT. The fees charged for the Services provided are reflective of this allocation of risk. The provisions of this section shall survive any termination or expiration of the contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.

**EXHIBIT B**  
**SCOPE OF SERVICES**

**2022 National Survey of Fishing, Hunting, and Wildlife-Associated Recreation**  
**Scope of Work – New Hampshire – State Survey**

This Agreement consists of the following documents: Exhibits A, B, C, and D, which are all incorporated herein by reference as if fully set forth herein.

At approximately five year intervals, the Association of Fish and Wildlife Agencies (AFWA) and the U.S. Fish & Wildlife Service conduct the National Survey of Fishing, Hunting, and Wildlife-Associated Recreation. National Opinion Research Center (NORC) was engaged by AFWA to conduct the national survey in 2022. NORC offers states options for purchasing additional probability sample interviews, additional non-probability sample interviews, additional survey questions, and analysis and reporting of the survey findings. This Scope of Work has been tailored to reflect the specific survey options selected by the New Hampshire Fish and Game Department for the state of New Hampshire.

One of the goals of NORC and AFWA is to leverage the national survey as a starting point for highly reliable state-level surveys of participation and recreational expenditure estimates. Based on projections, NORC anticipates the national survey will generate about 400 probability-based interviews from New Hampshire.

For a New Hampshire specific survey, NORC will use the data collected from New Hampshire residents from the national study at no additional cost. NORC will then supplement those interviews with additional probability interviews and non-probability interviews.

**Additional Probability Sample**

Additional probability cases can help improve the precision of both the state-wide results and estimates for particular regions or demographic subgroups. Additional probability cases are also beneficial to New Hampshire's purchase of non-probability sample because the probability cases improve the calibration process described in the following section ("Additional Non-Probability Sample").

Both the national study and a New Hampshire study will feature multiple surveys to capture as much detailed information as possible about people's hunting, fishing, and wildlife-associated recreation participation and expenditures throughout the year. In particular, the studies will include four surveys: an initial screener and then three waves that each ask detailed questions about participation and expenditures for a certain period of the year.

**Additional Non-Probability Sample**

Interviews completed with additional non-probability sample members can provide more precise estimates at the state level and are a highly cost-effective supplement to a robust probability sample.

Contractor Initials TDJ

Date 2/4/22

To address any potential biases present in the non-probability sample, we will employ TrueNorth™, an innovative small area estimation technique developed by NORC, to combine probability and non-probability samples. We utilize information from the probability sample to calibrate the non-probability sample. The calibration adjusts the weights for the non-probability sample so as to bring the weighted distributions of key analytical variables in the non-probability sample in line with the population distributions for characteristics correlated with the survey measures of interest. Such an adjustment decreases potential bias, yielding more accurate estimates for the target population.

NORC has long-standing relationships with several online panel companies that provide non-probability sample for projects involving TrueNorth. NORC will work with the vendors to target a non-probability sample that resembles the demographic and regional makeup of New Hampshire. Since it is not feasible to re-interview the same respondent multiple times with non-probability sample, these respondents would report all their participation/expenditures for the year on the wave 3 survey.

### **Analysis and Reporting of Survey Findings**

NORC recognizes the value of, and invests in, the tools and staff to communicate data and research effectively. Our reports and publications that target non-technical audiences include several elements: clear and concise executive summaries; analysis of the data written in plain language; and visual representations that provide a quick-glance snapshot of key findings. NORC will provide a report that synthesizes the survey findings and can be used easily and immediately by stakeholders.

### **NEW HAMPSHIRE SURVEY**

The final design includes targeting 600 additional probability interviews, targeting 750 non-probability interviews, and a public report. Combined with the cases from the national survey, the recommended approach would provide about 1000 probability cases and about 1750 total interviews. The survey will also include trip expenditure data for non-residents from the national survey. The expected yield for the probability sample is approximately 20%, but NORC cannot guarantee response rates for probability sample or the availability of non-probability cases.

### **Deliverables**

The deliverables for the project will include:

- Fully labeled, self-documented data file for all completed interviews
- Project methodology
- One fully annotated questionnaire (often referred to as the survey “topline”)
- Four sets of statistical banner tables that provide comparisons for 20 subgroups for each question
- Public report with detailed analysis of the survey (30-40 pages)

### **Timeline**

The proposed timeline for the study is shown below.

| <b>Task</b>        | <b>Timeline</b>         |
|--------------------|-------------------------|
| Data collection    | January 2022-April 2023 |
| Data processing    | May-September 2023      |
| Data release       | October 2023            |
| Final Deliverables | December 2023           |

**Period of Performance**

The period of performance shall commence on or about January 01, 2022 and shall continue through December 31, 2023.

**EXHIBIT C  
METHOD OF PAYMENT**

**Pricing**

The fixed pricing for the study is shown below and reflects the scope of work as described.

**PRICE FOR NEW HAMPSHIRE SURVEY**

| <b>Task</b>                               | <b>Price</b>        |
|---|---------------------|
| Survey administration and data processing | \$20,000.00         |
| Targeting 600 probability interviews      | \$60,000.00         |
| Targeting 750 non-probability interviews  | \$5,000.00          |
| Public report highlighting results        | \$15,000.00         |
| <b>GRAND TOTAL</b>                        | <b>\$100,000.00</b> |

**Payment schedule**

Payment shall be made in accordance with the following schedule and thirty (30) days after receipt of the corresponding deliverable accompanied by submission of an applicable invoice.

| <b>Payment/Deliverable</b>   | <b>Timeline</b> |
|--|-----------------|
| One-third of total payment upon receipt of final survey design             | March 2022      |
| One-third of total payment upon receipt of data collection progress report | October 2022    |
| One-third of total payment upon receipt of final deliverables              | December 2023   |

**EXHIBIT D  
FEDERAL AWARD INFORMATION AND COMPLIANCES**

This contract is funded in part by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and all sub-contractors must comply with federal regulation and the following provision(s), as applicable:

Contractor Initials     *PLJ*    

Date   2/4/22

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

A contract award (see 2 CFR 180.220) cannot be made to parties listed on the System for Award Management (SAM) government-wide exclusions list in accordance with 2 CFR 180, which implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions list the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension, and shall provide the certification below.

### Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

[END OF AGREEMENT]



Department of the Treasury  
Internal Revenue Service

Cincinnati Service Center  
CINCINNATI OH 45999-0038

In reply refer to: 0256454084  
Nov. 26, 2018 LTR 4168C 0  
36-2167808 000000 00

00013037

BODC: TE

NATIONAL OPINION RESEARCH CENTER  
% JAMES E DUNNE  
55 E MONROE 20TH FLOOR  
CHICAGO IL 60603



007755

Employer ID number: 36-2167808  
Form 990 required: Y

Dear JAMES E DUNNE:

We're responding to your request dated Nov. 16, 2018, about your tax-exempt status.

We issued you a determination letter in 1943, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

 **IRS** Department of the Treasury  
Internal Revenue Service  
Cincinnati Service Center  
CINCINNATI OH 45999-0038

007755.106655.301576.30032 1 AB 0.408 530



 NATIONAL OPINION RESEARCH CENTER  
% JAMES E DUNNE  
55 E MONROE 20TH FLOOR  
CHICAGO IL 60603

007755

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,  
EVEN IF YOU ALSO HAVE AN INQUIRY.

 The IRS address must appear in the window.

BODCD-TE

0256454084

Use for payments

Letter Number: LTR4168C  
Letter Date : 2018-11-26  
Tax Period : 000000

INTERNAL REVENUE SERVICE  
Cincinnati Service Center  
CINCINNATI OH 45999-0038  




\*362167808\*

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% JAMES E DUNNE  
55 E MONROE 20TH FLOOR  
CHICAGO IL 60603

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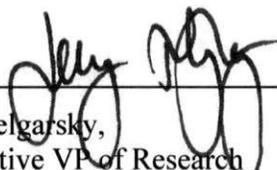
**CERTIFICATE OF AUTHORITY**

I, **Jeff Telgarsky**, hereby certify that I am the Executive Vice President of Research at National Opinion Research Center (NORC), a 501(c)3 non-profit corporation. I hereby certify that per NORC's Signature Authority policy, Trevor Tompson, Senior Vice President, Public Affairs and Media Research is duly authorized to enter into contracts or agreements on behalf of NORC up to \$1,000,000 with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said policy has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** February 4, 2022

**ATTEST:** \_\_\_\_\_

  
Jeff Telgarsky,  
Executive VP of Research



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2022

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

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

|   |   |                       |
|---|---|-----------------------|
| <b>PRODUCER</b><br>HUB International Midwest Limited<br>55 East Jackson Boulevard<br>Chicago IL 60604 | <b>CONTACT NAME:</b> CSU Chicago          |                       |
|   | <b>PHONE (A/C, No, Ext):</b> 312-922-5000 | <b>FAX (A/C, No):</b> |
| <b>E-MAIL ADDRESS:</b> CSUChicago@hubinternational.com  |   |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>         |
| <b>INSURER A :</b> Hartford Casualty Insurance Company  |   | 29424                 |
| <b>INSURER B :</b> Hartford Fire Insurance Company  |   | 19682                 |
| <b>INSURER C :</b> Hartford Underwriters Insurance Company  |   | 30104                 |
| <b>INSURER D :</b> Twin City Fire Insurance Company   |   | 29459                 |
| <b>INSURER E :</b> Hartford Insurance Group   |   | 914                   |
| <b>INSURER F :</b>  |   |                       |

**INSURED** National Opinion Research Center  
55 East Monroe Street, Ste 2000  
Chicago IL 60603

**NATIOPIN**

**COVERAGES** **CERTIFICATE NUMBER:** 1492552945 **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 SUBR INSD WVD | POLICY NUMBER                          | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS  |
|----------|---|--------------------|--|--------------------------|--------------------------|---|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | 83UUNLP7629                            | 12/31/2021               | 12/31/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| D        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY    |                    | 83UENAE6738                            | 12/31/2021               | 12/31/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |                    | 83RHUZH7943                            | 12/31/2021               | 12/31/2022               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| E        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N           | 83WEAC0TKG - AOS<br>83WBB1199 (Hawaii) | 12/31/2021<br>12/31/2021 | 12/31/2022<br>12/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |

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

Proof of Insurance.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>State of New Hampshire<br>Fish and Game Department<br>Attn: Executive Director<br>11 Hazen Drive<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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