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New Hampshire Fish and Game Department

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Stephanie L. Simek, Ph.D.
Executive Director

March 04, 2025

Her Excellency, Governor Kelly A. Ayotte
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 contract with Southern Maine Forestry Services, Inc. (SOMEFS, INC.) (VC 318881) of Parsonsfield, ME in the amount of \$11,618.00 to blaze, paint, brush, and place state boundary line signs on the perimeter boundary of the 275+/- acre Owl Brook Hunter Education Center (parcel 1), the 226+/- acre Owl Brook Hunter Education Center (parcel 2), the 151+/- acre Webster Lake WMA, the 100 +/- acre Chadwick Meadows WMA, the 72 +/- acre Reeds Marsh WMA, & the 1101+/- acre Lower Shaker WMA. These areas comprises approximately 19 miles of boundary line. Contract will be effective upon Governor and Council approval through September 30, 2025. Funding is 75% Federal Funds and 25% Wildlife Habitat Account.

Funding for this contract is available and will be expended from the Wildlife Habitat Conservation Account as follows:

03 75 75 751520-2155 Wildlife Program – Wildlife Habitat Conservation

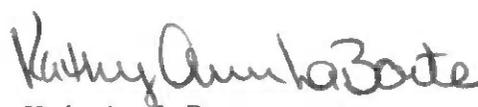
	<u>FY25</u>
020-07500-21550000-305-500845 Habitat Acquisition and Management	\$11,618.00

EXPLANATION

The New Hampshire Fish and Game Department is owner of lands throughout the state referred to as Wildlife Management Areas (WMA). It is NHFG's obligation to delineate and maintain in good order the boundaries of these public properties for the benefit of the public and abutting landowners. As part of the long-term management of these lands NHFG tries to maintain a 15-year schedule of remarking and signing its boundaries. This contract includes the scheduled long-term maintenance of the perimeter of these WMAs as described. The contractor for this work was selected through a Request for Proposals (RFP) submission and subsequent qualification assessment evaluation. The Request for Proposals was advertised on November 26, 2024, and the link to the RFP was directly emailed to 2 prospective contractors, as well as published in the UNH Cooperative Extensions newsletter for licensed foresters. Three proposals that met the minimum qualifications were received prior to the closing date for the RFP. These proposals were graded based on qualification criteria (see enclosed assessment table). Southern Maine Forestry Services, Inc. (SOMEFS, INC.) had the winning proposal based on this evaluation.

Respectfully submitted


Stephanie L. Simek, Ph.D.
Executive Director


Kathy Ann LaBonte
Chief, Business Division

**QUALIFICATIONS COST ASSESSMENT EVALUATION
COMBINED RANKINGS
OWL BROOK TRAINING FACILITY, HOLDERNESS
RFP FISH AND GAME 2025-02**

COMBINED RANKINGS

Date: 12-23-2024

Possible Score	New England Forestry Consultants, Inc.	White Mountain Woodland Services, LLC	Souther Maine Forestry Services, Inc.					

Proposal format and content complete

Request for Qualifications Criteria								
Bob Weir, Licensed Land Surveyor N.H.F.G.	40	33	37	34				
Jim Oehler, Wildlife Habitat Program Supervisor	40	33	38	36				
Subtotal	80	66	75	70				
Qualification Rank		3	1	2				
Price \$		\$13,598	\$5,900	\$4,760				
Bob Weir, Licensed Land Surveyor	25	9	20	25				
Jim Oehler, Wildlife Habitat Program Supervisor	25	9	20	25				
Combined Cost Score	50	18	40	50				
Cost Rank		3	2	1				
Combined scores Total points	130	84	115	120				
Final Ranking		3	2	1				

**QUALIFICATIONS COST ASSESSMENT EVALUATION
 COMBINED RANKINGS
WEBSTER LAKE WMA, FRANKLIN
 RFP FISH AND GAME 2025-02**

COMBINED RANKINGS

Date: 12-23-2024

Possible Score	New England Forestry Consultants, Inc.	White Mountain Woodland Services, LLC	Souther Maine Forestry Services, Inc.					
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Proposal format and content complete

Request for Qualifications Criteria								
Bob Weir, Licensed Land Surveyor N.H.F.G.	40	33	37	34				
Jim Oehler, Wildlife Habitat Program Supervisor	40	33	38	36				
Subtotal	80	66	75	70				
Qualification Rank		3	1	2.				
Price \$		\$5,072	\$1,500	\$1,278				
Bob Weir, Licensed Land Surveyor	25	7	21	25				
Jim Oehler, Wildlife Habitat Program Supervisor	25	7	21	25				
Combined Cost Score	50	14	42	50				
Cost Rank		3	2	1				
Combined scores Total points	130	80	117	120				
Final Ranking		3	2	1				

**QUALIFICATIONS COST ASSESSMENT EVALUATION
COMBINED RANKINGS
CHADWICK MEADOWS WMA, SUTTON
RFP FISH AND GAME 2025-02**

COMBINED RANKINGS

Date: 12-23-2024

Possible Score	New England Forestry Consultants, Inc.	White Mountain Woodland Services, LLC	Souther Maine Forestry Services, Inc.					
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Proposal format and content complete

Request for Qualifications Criteria								
Bob Weir, Licensed Land Surveyor N.H.F.G.	40	33	37	34				
Jim Oehler, Wildlife Habitat Program Supervisor	40	33	38	36				
Subtotal	80	66	75	70				
Qualification Rank		3	1	2				
Price \$		\$4,196	\$1,100	\$400				
Bob Weir, Licensed Land Surveyor	25	2	9	25				
Jim Oehler, Wildlife Habitat Program Supervisor	25	2	9	25				
Combined Cost Score	50	4	18	50				
Cost Rank		3	2	1				
Combined scores Total points	130	70	93	120				
Final Ranking		3	2	1				

**QUALIFICATIONS COST ASSESSMENT EVALUATION
COMBINED RANKINGS
REEDS MARSH WMA, ORFORD
RFP FISH AND GAME 2025-02**

COMBINED RANKINGS

Date: 12-23-2024

Possible Score	New England Forestry Consultants, Inc.	White Mountain Woodland Services, LLC	Souther Maine Forestry Services, Inc.					
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Proposal format and content complete

Request for Qualifications Criteria								
Bob Weir, Licensed Land Surveyor N.H.F.G.	40	33	37	34				
Jim Oehler, Wildlife Habitat Program Supervisor	40	33	38	36				
Subtotal	80	66	75	70				
Qualification Rank		3	1	2				
Price \$		\$2,761	\$750	\$660				
Bob Weir, Licensed Land Surveyor	25	6	22	25				
Jim Oehler, Wildlife Habitat Program Supervisor	25	6	22	25				
Combined Cost Score	50	12	44	50				
Cost Rank		3	2	1				
Combined scores Total points	130	78	119	120				
Final Ranking		3	2	1				

**QUALIFICATIONS COST ASSESSMENT EVALUATION
 COMBINED RANKINGS
LOWER SHAKER WMA, ENFIELD
 RFP FISH AND GAME 2025-02**

COMBINED RANKINGS

Date: 12-23-2024

Possible Score	New England Forestry Consultants, Inc.	White Mountain Woodland Services, LLC	Souther Maine Forestry Services, Inc.					
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Proposal format and content complete

Request for Qualifications Criteria								
Bob Weir, Licensed Land Surveyor N.H.F.G.	40	33	37	34				
Jim Oehler, Wildlife Habitat Program Supervisor	40	33	38	36				
Subtotal	80	66	75	70				
Qualification Rank		3	1	2				
Price \$		\$13,896	\$6,000	\$4,520				
Bob Weir, Licensed Land Surveyor	25	8	19	25				
Jim Oehler, Wildlife Habitat Program Supervisor	25	8	19	25				
Combined Cost Score	50	16	38	50				
Cost Rank		3	2	1				
Combined scores Total points	130	82	113	120				
Final Ranking		3	2	1				

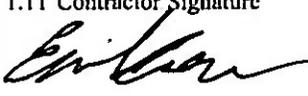
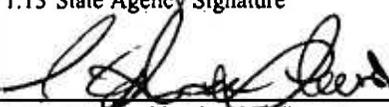
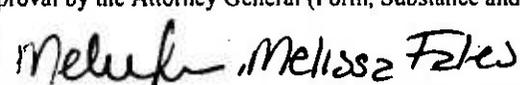
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Southern Marine Forestry Services, Inc. (SOMEFS, INC.)		1.4 Contractor Address 754 Elm Street Parsonfield, ME 04047	
1.5 Contractor Phone Number 207-432-4810 207-625-7100	1.6 Account Unit and Class 21550000-305-500845	1.7 Completion Date 9/30/2025	1.8 Price Limitation 11,618.00
1.9 Contracting Officer for State Agency Stephanie L. Simek, Ph.D., Executive Director		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature  Date: 3/2/25		1.12 Name and Title of Contractor Signatory Erik Grove	
1.13 State Agency Signature  Date: 3/25/25		1.14 Name and Title of State Agency Signatory Stephanie L. Simek, Ph.D., Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Melissa Fales On: 4/2/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 3/25

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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, formulac, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials **EF6**
Date **3/26**

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials *ETC*
Date *3/10/05*

EXHIBIT A
SPECIAL PROVISIONS

FEDERAL AWARD INFORMATION
AND
COMPLIANCES FOR FEDERAL ASSISTANCE PROJECTS

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 provisions, as applicable:

Equal Employment Opportunity

This federally assisted construction contract is subject to Executive Order 11246, as amended by Executive Order 11375 and Implementing Regulations at 41 CFR Part 60.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

Initials:	
Date:	

FFG
3/17/25

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) This contract is funded by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. All Federal laws, regulations, and award terms and conditions applicable to Department of the Interior award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Contract. The contractor and any sub-contractors must comply with federal regulation and the provisions attached to this contract in Exhibit D, as applicable.

Government-wide Debarment and Suspension

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." 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. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension

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.

EXHIBIT B **SCOPE OF SERVICES**

The Scope of Services is agreed to be as follows between Southern Maine Forestry Services Inc. (SOMEFS, INC.) and the New Hampshire Fish and Game Department (NHFG).

Southern Maine Forestry Services Inc. shall:

Brush, Blaze, Re-Blaze, Paint & Install Signage as described below:

1. New Hampshire Fish and Game Department will supply the following materials; paint, aluminum nails and signs. Upon completion of the project, unused materials are to be returned to New Hampshire Fish & Game Department.

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2. The property line shall be brushed out approximately five feet (5') horizontally, two and one half (2 ½') feet each side of the line and six feet (6') vertically removing brush, limbs, saplings, etc. so that the line is clearly visible.

3. Painting of boundary line blazes shall be rectangular in shape, and a minimum of 2" wide x 4" long. Blaze protocol: Paint blazes fore and aft are online trees, all other trees standing within two feet (2') to the left or right of the line and four feet (4') from the line a single painted side blaze facing the line. Painted blaze trees should not be further than thirty feet (30') to forty feet (40') apart when possible, and in cases where tree spacing is greater, blazes should remain inter-visible. Trees too small to be blazed may be stripped with paint in order to maintain visibility. *If using flagging to indicate boundary prior to blazing and painting, flagging must be removed once maintenance is completed. Old existing blazes found outside the allowable four feet (4') limit of a side blaze should not be repainted.*

4. Orange paint will be used to paint blazes and shall be applied by brush. The paint will be applied in a thick consistency (not washy) completely covering the blaze.

5. Witness of **Boundary corners**: 1-3 separate witness trees will establish each corner. Each tree will have three painted blazes vertically aligned facing the corner. Boundary lines and corners must be clearly visible "heading to" and "leaving from" each corner monument. Within approximately (10') ten feet either side of boundary intersection/property corner, witness signs are installed facing the corner and just beyond this distance boundary signs should be placed perpendicular of the boundary line direction and facing the abutting property.

6. **State Boundary Signs (3" x 9")** will be installed approximately 250' apart along all boundary lines. **State Corner Signs (3" x 7")** will be installed at each corner. Old boundary and corner signs must be removed and properly disposed of. **Important: 2 ½" or longer nails must be used to post signs on live trees and shall be driven 2/3rd the length of the nail shaft, leaving 1/3rd shaft and nail head proud of the face of the tree. This allows space for the sign to move as the tree continues to grow and retain the boundary signage.**

7. **CAUTION MUST BE EXERCISED** when witnessing boundary lines, that cross hiking/snowmobile trails at the property line. At these intersections, paint will be absent a minimum of fifty feet (50') from the trail intersection so users do not confuse the boundary line blazes for a trail witness. Property signs will be hung at trail intersections facing the abutting property to the WMA property. Signs will be fixed every 50' for a total distance of 100' left and 100' right of the intersection along the boundary where blazes and paint are omitted.

8. **CAUTION AND APPROPRIATE DISCRETION** should be exercised in areas immediately adjacent to abutting houses and maintained yards. *Limited and minimal blazing and painting should be done in these areas* and only line blazes or side blazes on NHFG land. Property signs should still maintain the standard spacing. No blazing or signing of maintained yard trees should be performed.

9. Boundary lines in areas inundated with water year-round should be marked up to and leaving the area of inundation. Emergent marshes should also be marked in this same manner. Large areas of semi treed alder swamps should be blazed where possible or accommodations will be made for the periodic placement of metal fence posts. This method should also be used in woodland shrub areas. This will be determined on a case by case basis and communicated between NHFG and the Contractor.

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10. Contract will be in force upon contract approval by the state through September 30, 2025. Work must begin and continue on a regular basis no later than one month after the day of contract approval.

11. NH Fish & Game intends for the contractor to initiate the Scope of Work of this contract in a consistent and timely manner employing individuals with the ability to provide a quality product and manage the rigors of backcountry fieldwork on a large remote landscape. Also, this contract **cannot** be subcontracted in part or completely to another and must be performed by SOMEFS, INC.

EXHIBIT C
METHOD OF PAYMENT

1. Payment of up to 50% (fifty percent) will be made during the contract period. Payment will be based on the completion of the blazing of the entire perimeter boundary.
2. The final payment, remaining 50% (fifty percent) of the contract, will be made contingent upon completion of the brushing, blazing, painting and signing of the perimeter boundary.
3. The balance payment, by Fish & Game Dept. to the contractor requires receipt of the final bill and acceptance of required fieldwork and documentation/documents in Scope of Work. Payment may be delayed in the event that upon review of completed work it is determined said work is not consistent with the Scope of Work. Payment to be made only when all contract work is completed in accordance with the guidelines set forth, as specified in the Scope of Work with approval of the project administrator.
4. The following appropriations code shall be referenced: 020-07500-21550000-305-500845.
5. Total to be paid under this contract may not exceed \$11,618.00

EXHIBIT D
FEDERAL FUNDING INFORMATION AND COMPLIANCES

This contract is funded by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. The contractor and any sub-contractors must comply with federal regulation and the provisions below, as applicable.

A. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 CFR 200.321 the contractor must take all necessary affirmative steps listed in (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible if any subcontracts will be used. Affirmative steps must include:

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- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

B. DOMESTIC PREFERENCES FOR PROCUREMENTS

In accordance with 2 CFR 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

C. PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Consolidated Recovered Materials Advisory Notices (RMANs) for

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the Comprehensive Procurement Guidelines (CPG) can be found on the EPA website at <https://www.epa.gov/>

D. INCREASING SEAT BELT USE IN THE UNITED STATES

In accordance with Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

E. REDUCING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOMEFS, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on January 18, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 952697

Certificate Number: 0007083502



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of March A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State
2025 ANNUAL REPORT

Filed
Date Filed: 3/6/2025
Effective Date: 3/6/2025
Business ID: 952697
David M. Scanlan
Secretary of State

BUSINESS NAME: SOMEFS, INC.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 952697
STATE OF INCORPORATION: Maine

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
17 Sand Bar Road PO Box 910 Windham, ME, 04062, USA	17 Sand Bar Road PO Box 910 Windham, ME, 04062, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: A-1 Registered Agents, LLC (535338)
REGISTERED AGENT OFFICE ADDRESS: 63 Pleasant Street PO Box 777 Concord, NH, 03302, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Forestry Services	

OFFICER / DIRECTOR INFORMATION:		
NAME	BUSINESS ADDRESS	TITLE
Erik F. Grove	PO Box 910, Windham, ME, 04062, USA	Vice President
Travis J. Nelson	PO Box 910, Windham, ME, 04062, USA	Secretary

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Authorized Signer**

Business Name: **Docusearch, Inc.**

Signature: **Mary Lou Cook**

Name of Signer: **Mary Lou Cook**

Title of Signer: **Authorized Signer**

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, TAMIS J NELSON hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
SOMEFS, INC. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations Erik F. Grove - Vice-President
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Erik F. Grove Vice-President
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority shall remain valid
for thirty (30) days from the date of this certificate.

DATED: 3/5/25

ATTEST: Tamis J. Nelson - Secretary
(Name & Title) Office Manager
clerk


3/5/25



PHONE: 207-892-6562

SOUTHERN MAINE FORESTRY SERVICES, INC.

P.O. BOX 910 * WINDHAM, MAINE 04062

**BYLAWS OF:
SOMEFS, INC.**

**ARTICLE 1.
CORPORATE AUTHORITY**

1.1 Southern Maine Forestry Services, Inc. (the "Corporation") is a duly organized corporation authorized to do business in the State of MAINE by the filing of the Articles of Incorporation on April 12, 2013.

1.2 State Law. The Corporation is organized under the MAINE Statutes and except as otherwise provided herein, the Statutes shall apply to the governance of the Corporation. The laws, statutes, regulations and rules to which the Corporation is subject shall be referred to herein as "Applicable Law."

1.3 Corporate Purpose. The purpose of the Corporation is any and all lawful business. Such lawful business includes but is not limited to:
Forestry and related activities.

**ARTICLE 2.
OFFICES AND RECORDS**

2.1 Registered Office and Registered Agent. The principal office and the registered agent of the Corporation shall be as stated in the Articles of Incorporation of the Corporation, as amended from time to



time by the Board of Directors and on file in the appropriate public offices of the State of Maine as provided by law.

2.2 Other Offices. The Corporation may also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors of the Corporation (also, the "Board"), and may also have offices at such other places, both within and without the State of Maine, as the Board may from time to time determine or the business of the Corporation may require.

2.3 Books, Accounts and Records, and Inspection Rights. The books, accounts, and records of the Corporation, except as may be otherwise required by the laws of the State of Maine, may be kept outside of the State of Maine, at such place(s) as the Board may from time to time determine. Except as otherwise provided by law, the Board will determine whether, to what extent, and the conditions upon which the books, accounts and records of the Corporation will be open to the inspection of the stockholders of the Corporation.

2.4 Corporate Seal. The Board may, but shall not be required to, adopt a corporate seal. The corporate seal shall consist of a die bearing the name of the Corporation and the inscription, "Corporate Seal." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE 3. STOCKHOLDERS' MEETINGS

3.1 Place of Meetings. Meetings of the stockholders may be held at such place, either within or without the State of Maine, as may be determined from time to time by the Board. The Board may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as provided by the Applicable Law.

3.2 Annual Meeting. The annual meeting of the stockholders of the Corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board. At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting.

3.3 Special Meetings.

(a) Special meetings of the stockholders of the Corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board, (ii) the Chief Executive Officer, (iii) the President, (iv) the Board pursuant to a resolution adopted by directors representing a quorum of the Board, or (v) by the holders of shares representing at least 100 percent of the total shares of the Corporation eligible to vote, and shall be held at such place, on such date, and at such time as the Board shall fix.

(b) If a special meeting is properly called by any person or persons other than the Board, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by



telegraphic or other facsimile transmission to the Chairman of the Board, the Chief Executive Officer, or the Secretary. No business may be transacted at such special meeting otherwise than specified in such notice.

3.4 Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a written notice (including by email) of the meeting shall be provided to each shareholder of record entitled to vote at or entitled to notice of the meeting, which shall state the place, date, and hour of the meeting, as well as the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote at such meeting.

3.5 Quorum. Shareholders may take action on a matter at a meeting only if a quorum exists with respect to that matter. Except as otherwise provided by law, 100 percent of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Once a share is represented for a purpose at a meeting (other than solely to object to the holding of the meeting), it is deemed present for quorum purposes for the remainder of the meeting and the shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of sufficient shareholders to leave less than a quorum. The holders of a majority of the outstanding shares represented at a meeting, whether or not a quorum is present, may adjourn the meeting from time to time.

3.6 Voting Rights.

(a) Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to vote for him or her by proxy, but no such proxy shall be voted or acted upon after one (1) year from its date unless the proxy expressly provides for a longer period. A duly executed proxy shall be irrevocable only if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

(b) If a quorum exists, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election (provided a quorum exists). Unless otherwise provided by law or in the Corporation's Articles of Incorporation, and subject to other provisions of these Bylaws, each shareholder shall be entitled to one (1) vote on each matter, in person or by proxy, for each share of the Corporation's capital stock that has voting power and that is held by such shareholder. Voting need not be by written ballot.

3.7 List of Stockholders. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before any meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged alphabetically, and showing the address of each shareholder and the number of shares held by each shareholder. The list shall be open to the examination of any shareholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days before the meeting, either at a place in the city where the meeting is to be held, which place must be specified in the notice of the meeting, or at a place in the city



of the Corporation's registered office in Maine. The list shall also be produced and kept available at the time and place of the meeting, for the entire duration of the meeting, and may be inspected by any shareholder present at the meeting.

3.8 Consent in Lieu of a Meeting.

(a) Any action required to be taken or which may be taken at any meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents, describing the action taken, signed and dated by the shareholders entitled to take action without a meeting, and delivered to the Corporation at its registered office or to the officer having charge of the Corporation's minute book.

(b) No consent shall be effective to take the corporate action referred to in the consent unless the number of consents required to take action are delivered to the Corporation or to the officer having charge of its minute book within sixty (60) days of the delivery of the earliest-dated consent.

(c) Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing or by electronic transmission and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take action were delivered to the Corporation as provided in the Applicable Law.

3.9 Conference Call. One or more shareholders may participate in a meeting of shareholders by means of conference telephone, videoconferencing, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.

ARTICLE 4. DIRECTORS

4.1 Powers. The business and affairs of the Corporation shall be managed by or under the direction of the (President) Rene D. Noel, Jr. and/or (Vice President) Erik F. Grove, which may exercise all such powers of the Corporation and do all lawful acts and things, subject to any limitations set forth in these Bylaws or the Articles of Incorporation for the corporation.

4.2 Number and Term of Office. The number of directors shall be set at but not limited to 2. Each director shall be at least eighteen (18) years of age.

4.3 Vacancies. Except as otherwise provided by law, any vacancy in the Board of Directors occurring by reason of an increase in the authorized number of directors or by reason of the death, withdrawal, removal, disqualification, inability to act, or resignation of an acting director shall be filled by the majority

of directors then in office and notice of a shareholder meeting shall be provided to the shareholders for the purpose of electing a director to permanently fill such vacancy. Any director may resign at any time by giving written notice to the Board or the Secretary.

4.4 Resignation. Any director may resign at any time by delivering his or her notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board. If no such specification is made, it shall be deemed effective at the pleasure of the Board.

4.5 Removal. Subject to any limitations imposed by Applicable Law, any director may be removed from office at any time (i) with cause by the affirmative vote of the holders of 85 percent of the voting power of all then-outstanding shares of capital stock of the Corporation entitled to vote.

4.6 Meetings. Meetings of the Board of Directors may be called by any director or the President on five (5) days' notice to each director, either personally or by telephone, express delivery service, email, or facsimile transmission, and on ten (10) days' notice by mail (effective upon deposit of such notice in the mail). The notice shall specify the purpose of such meeting.

4.7 Quorum and Voting. 85 percent of the total number of authorized directors shall constitute a quorum for transaction of business. The act of a majority of directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as provided by law, the Articles of Incorporation, or these Bylaws. Each director present shall have one vote, irrespective of the number of shares of stock, if any, he or she may hold.

4.8 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting of all members of the Board or committee, as the case may be, with the written consent of a quorum of the Directors, such writing or writings to be filed with the minutes or proceedings of the Board or committee.

4.9 Fees and Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board, including, if so approved, by resolution of the Board, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board and at any meeting of a committee of the Board. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

4.10 Conference Call. One or more directors may participate in meetings of the Board or a committee of the Board by any communication, including videoconference, by means of which all participating directors can simultaneously hear each other during the meeting. Participation in this manner shall constitute presence in person at such meeting.

4.11 Committees. The Board of Directors, by resolution, may create one or more committees, each consisting of one or more directors. Each such committee shall serve at the pleasure of the Board. All provisions under the Statutes and these Bylaws relating to meetings, action without meetings, notice, and



waiver of notice, quorum, and voting requirements of the Board of Directors shall apply to such committees and their members.

4.12 Organization. At every meeting of the Board, the Chairman of the Board, or, if a Chairman has not been appointed or is absent, the President (if a director) shall preside over the meeting. The Secretary shall act as secretary of the meeting.

ARTICLE 5. OFFICERS

5.1 Officers. The officers of the Corporation shall include the following: (a) the Chief Executive Officer and/or the President; (b) the Secretary and (c) the Treasurer. The Board may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the Corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the Corporation shall be fixed by or in the manner designated by the Board.

5.2 Tenure and Duties of Officers.

(a) Subject to any employment contracts that may be in place, all officers shall hold office at the pleasure of the Board and until their successors shall have been duly elected and qualified, unless sooner removed.

(b) The Chief Executive Officer and/or the President and/or the Vice President shall have overall responsibility and authority for management and operations of the Corporation, shall preside at all meetings of the Board of Directors and shareholders, and shall ensure that all orders and resolutions of the Board of Directors and shareholders are implemented. The President shall have the authority to create any entity, either as a wholly-owned subsidiary or with owners additional to the Corporation, as the President may deem appropriate to accomplish any legitimate objective of the Corporation. The President shall be an ex-officio member of all committees and shall have the general powers and duties of management and supervision usually vested in the office of president of a corporation.

(c) The Secretary shall attend all meetings of the Board and all meetings of the shareholders and shall act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision the Secretary shall be. The Secretary shall maintain the records, minutes, and seal of the Corporation and may attest any instruments signed by any other officer of the Corporation.

(d) The Treasurer shall be the chief financial officer of the Corporation, shall have responsibility for the custody of the corporate funds and securities, shall keep full and accurate records and accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the monies of the



Corporation in a separate account in the name of the Corporation. The Treasurer shall provide to the President and directors, at the regular meetings of the Board, or whenever requested by the Board, an account of all financial transactions and of the financial condition of the Corporation.

5.3 Execution of Instruments. All contracts, checks, drafts or demands for money and notes and other instruments or rights of any nature of the Corporation shall be signed by the President and/or such other officer or officers as the Board of Directors may from time to time designate.

ARTICLE 6. SHARES OF STOCK.

6.1 Stock Certificates. The shares of the Corporation may but is not required to be, in the discretion of the Board of Directors, represented by certificates. The stock certificates of the Corporation, if any, shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued. In the absence of certificates, the share ownership in the Corporation shall be registered in the share ledger and transfer books of the Corporation.

6.2 Lost Certificates. A new certificate or certificates may be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed.

6.3 Transfer. Transfers of shares shall be made on the books of the Corporation upon surrender and cancellation of the certificates therefore, if any, endorsed by the person named in the certificate or by his or her legal representative. No transfer shall be made which is inconsistent with any provision of law, the Articles of Incorporation for the Corporation, these Bylaws or, if one exists, a Shareholder Agreement or other agreement which restricts transfers of the Corporation's stock.

6.4 Fixing Record Dates. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, subject to Applicable Law, not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

ARTICLE 7. DIVIDENDS

7.1 Declaration of Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate and Applicable Law, if any, may be declared by the Board. Dividends may be



paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate and Applicable Law.

7.2 Dividend Reserve. There may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board from time to time, in their absolute discretion, think proper as a reserve or reserves for any purpose as the Board determines is in the interests of the Corporation.

ARTICLE 8. FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

9.1 Indemnification.

(a) The Corporation shall have the power to indemnify its directors, officers, employees, and other agents. The Board shall have the power to delegate the determination of whether indemnification shall be given to any such person (except executive officers) to such officers or other persons as the Board shall determine.

(b) The Corporation may purchase and maintain insurance in a reasonable amount on behalf of any person who is or was a director, officer, agent or employee of the Corporation against liability asserted against or incurred by such person in such capacity or arising from such person's status as such. Additionally, the Corporation may purchase life insurance on the life of any shareholder which may, in the discretion of the Corporation or subject to any agreement entered into with such shareholder or his/her estate, be used in connection with the repurchase of such shareholder's shares upon his/her death.

ARTICLE 10. NOTICES

10.1 Notices.

(a) Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the United States mail, or by email, or facsimile, charges prepaid, to his or her address appearing in the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail. If the notice is sent by email or facsimile, it shall be deemed to have been given at the date and time shown on a written confirmation of the transmission of such facsimile communication. If such notice is related to a shareholder meeting, the notice shall specify the place, day, time of the meeting and the purpose of and general nature of the business to be transacted at such meeting.

(b) Whenever any written notice is required by law, or by the Articles of Incorporation or by these



Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully convened or called.

**ARTICLE 11.
AMENDMENTS**

11.1 Amendments: The Board is expressly empowered to adopt, amend, or repeal these Bylaws (or any provision hereof). The stockholders shall also have power to adopt, amend, or repeal these Bylaws (or any provision hereof). Addendum October 31, 2018:

Erik F. Grove Assigned as Vice President and given duly responsible to act in the company's best interest in addition may enter into formal legally binding contracts as he sees fit for the benefit of the company.

.....
Addendum October 31, 2018:

Erik F. Grove Assigned as Vice President and given duly responsible to act in the company's best interest in addition may enter into formal legally binding contracts as he sees fit for the benefit of the company.

CERTIFICATE

The undersigned: Travis J. Nelson, Office Manager, Secretary, Bookkeeper of SOMEFS, INC. a Maine corporation, hereby certifies that the foregoing Bylaws and addendums are official and may be amended

Dated: April 12, 2013

Amended: October 31, 2018

Name: Travis J Nelson
Title: Secretary, office manager, bookkeeper





SOUTMAI-06

SYLVIABA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2025

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).

PRODUCER NFP Property & Casualty Services, Inc. 1371 Hecla Drive Suite E Louisville, CO 80027	CONTACT NAME: PHONE (A.C. No. Ext): (303) 951-6050 FAX (A.C. No.): (303) 951-5060 E-MAIL Address:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Tokko Marine Specialty Insurance Company 23850 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED SOMEFS, Inc., DBA: Southern Maine Forestry Services PO Box 910 Windham, ME 04082		

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	ADD'L SUBR (Y/N) (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O \$250K/\$250K GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PPK2578272-009	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADY INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured with respects to the general liability limits for acts arising out of the operations of the named insured per form CG 20 26 04 13 attached.

CERTIFICATE HOLDER **CANCELLATION**

Wildlife Habitat Division New Hampshire Fish and Game Department 11 Hazen Drive, Building B 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 <i>Heather Billingham</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2025

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).

PRODUCER Richmond Insurance Agency 94 Main Street P O Box 70 Richmond ME 04357	CONTACT NAME: Amanda Wright PHONE (A/C, No, Ext): (207) 737-4321 FAX (A/C, No): (207) 737-4322 E-MAIL ADDRESS: awright@richmondinsuranceagency.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Maine Employers' Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED SOMEFS INC PO BOX 910 WINDHAM ME 04062	

COVERAGES

CERTIFICATE NUMBER: CL2532401699

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 INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	1810020802	11/05/2024	11/05/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Fish and Game Department 11 Hazen Drive, Building B 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 <i>Amanda Wright</i>
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