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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9500 1-800-852-3345 Ext. 9500
Fax: 603-271-8149 TDD Access: 1-800-735-2964

December 13, 2013

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

SOLE SOURCE

60% GENERAL FUNDS
40% FEDERAL FUNDS

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source amendment to the existing lease with 40 Terrill Park Drive, LLC, C/o CPManagement, Inc., Eleven Court Street, Exeter, New Hampshire 03833 (Vendor #108876) for the Concord District Office space, by increasing the price limitation in the amount of \$265,475.52 to \$2,794,081.68 from \$2,528,606.16 and by extending the term six months to July 31, 2014, effective February 1, 2014 or upon Governor and Council approval, whichever is later, through July 31, 2014. Governor and Council approved the original lease on January 14, 2009 item #58. Funds are available in SFY 2014 and SFY 2015.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Table with 6 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Rows include SFY 2009 through SFY 2015 and a Total row.

EXPLANATION

The Department of Health and Human Services provides health and human services to the clientele in the Concord area through its Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services. The Department has occupied this Concord District Office location since 1989, currently housing ninety-six (96) employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for six months. The amendment reflects an increase of six months in the term of the lease. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Concord District Office catchment area. The

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Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need six months to finalize the process and obtain authorization of any subsequent lease contract.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$20.75 per square foot gross; the lease amendment rate remains the same for the term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 25,588 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Concord Monitor in July 2008. The space search produced only one valid response consisting of 40 Terrill Park Drive, LLC.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal. The area served by the Concord District Office is the entire Merrimack County.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

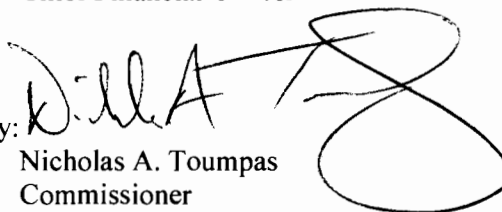
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher  
Chief Financial Officer

Approved by:



Nicholas A. Toumpas  
Commissioner

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

**FROM:** Mary Belec, Administrator II  
Department of Administrative Services  
Bureau of Planning and Management

**DATE:** January 6, 2014

**SUBJECT:** Attached Lease;  
Approval respectfully requested

**TO:** Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**LESSEE:** Department of Health and Human Services, 129 Pleasant Street, Concord NH

**LESSOR:** 40 Terrill Park Drive, LLC, C/o CP Management, Inc., Eleven Court Street,  
Exeter, NH 03833

**DESCRIPTION:** Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued short-term rental of the Department's 25,588 square foot Concord District Office located at 40 Terrill Park Drive, Concord, NH. During the extended term the Department will complete a competitive "RFP" process for either a renewal or new lease

**TERM:** Six (6) month amended term: January 31, 2014 expiration date extended to July 31, 2014

**RENT:** The current rate of \$20.75 per square foot which is \$530,951.04 annually shall remain unchanged (0% escalation) for the extended term

**JANITORIAL:** included in annual rent

**UTILITIES:** included in annual rent

**TOTAL RENT:** Not to exceed Six (6) months which is \$265,475.52

**PUBLIC NOTICE:** Sole-Source amendment of current lease. During the extended term the Department will undertake a competitive RFP process preparatory to entering into either a new or renewal lease for this location. The Department was not able to complete the RFP process prior to this date due to competing projects demanding attention from their limited facility resources; extending the term until a replacement lease is completed has been determined to be the most cost effective way of continuing provision of office space during the interim time


**CLEAN AIR PROVISIONS:** None applicable to an amended term

**BARRIER-FREE DESIGN COMMITTEE:** No review required for an amended term

**OTHER:** Approval of the enclosed is recommended

The enclosed contract complies with the State of NH Division of Plant and Property Rules  
And has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:  
Bureau of Planning and Management

  
Mary Belec, Administrator II

Approved by:  
Department of Administrative Services

  
Michael Connor, Deputy Commissioner

***LEASE SPECIFICS***

<b>Landlord:</b>	<b>40 Terrill Park Drive, LLC C/O CPManagement, Inc. Eleven Court Street Exeter, New Hampshire 03833</b>
<b>Location:</b>	<b>40 Terrill Park Drive Concord, NH 03301</b>
<b>Monthly Rent:</b>	<b>Year 1 – \$44,245.92</b>
<b>Square Footage:</b>	<b>25,588</b>
<b>Square Foot Rate:</b>	<b>Year 1 - \$20.75</b>
<b>Janitorial:</b>	<b>Included in rent</b>
<b>Utilities:</b>	<b>Included in rent</b>
<b>Term:</b>	<b>Commencing February 1, 2014 through July 31, 2014</b>
<b>Total Rent:</b>	<b>\$265,475.52</b>

## **AMENDMENT**

This Agreement (hereinafter called the "Amendment") is dated, 12/9/2013, 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and 40 Terrill Park Drive, LLC, C/o CPManagement, Inc., (hereinafter referred to as the "Landlord") with a place of business at Eleven Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 25,588 square feet of space located at 40 Terrill Park Drive, Concord, New Hampshire which was first entered into on November 25, 2008, approved by the Governor and Executive Council on January 14, 2009, item #58 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;


The Tenant will need up to six (6) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Landlord and Tenant hereby agree to amend the Agreement as follows:

### **Amendment of Agreement;**

**3.1 Term:** The expiration date of the current agreement, January 31, 2014 is hereby amended to terminate up to six (6) months thereafter, July 31, 2014. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".


Initials:   
Date: 12-9-13

**4.1 Rent:** The current annual rent of \$530,951.04 at approximately \$20.75 per square foot will remain the same for the Agreement, which shall be prorated to a monthly rent of \$44,245.92, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable February 1, 2014 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1<sup>st</sup> day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$265,475.52.

**15 Insurance:** Paragraph 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at it's sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000.00) per incident and no less than one million (\$1,000,000.00) in excess/umbrella liability each occurrence. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

**EFFECTIVE DATE OF THE AMENDMENT:** This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

**CONTINUANCE OF AGREEMENT:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials:   
Date: 12-9-13

**IN WITNESS WHEREOF**, the parties have hereunto set their hands;

**TENANT:** State of New Hampshire Department of Health and Human Services

Date: 12/20/13

By [Signature]  
Stephen J. Mosher, Chief Financial Officer

**LANDLORD:** 40 Terrill Park Drive, LLC

Date: 12-9-13

By [Signature]  
Peter A. Dusseault, Manager

Acknowledgement: State of NEW HAMPSHIRE County of ROCKINGHAM.

On (date) 12/9/13, before the undersigned officer, personally appeared PETER A. DUSSEAULT, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]

Commission expires: 6/22/16 Seal:

Name and title of Notary Public or Justice of the Peace (please print):

KAREN A. WALKER, NOTARY

**Approval by New Hampshire Attorney General as to form, substance and execution:**


By: [Signature], Assistant Attorney General, on 12/30/13.

**Approval by the New Hampshire Governor and Executive Council:**

By: \_\_\_\_\_, on \_\_\_\_\_

**ATTACHMENT TO EXHIBIT B  
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2014	2/1/2014	\$44,245.92		
	3/1/2014	\$44,245.92		
	4/1/2014	\$44,245.92		
	5/1/2014	\$44,245.92		
	6/1/2014	\$44,245.92		\$ 221,229.60
2015	7/1/2014	\$44,245.92	\$ 265,475.52	\$ 44,245.92
<i>Total Rent</i>			\$ 265,475.52	\$ 265,475.52

Initials:   
Date: 12-9-13



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.

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

PRODUCER: Knpton, Reade & Woods Agency; CONTACT NAME: Betsy Merritt; INSURED: Forty Terrill Park, LLC; INSURER A: Maine Mutual Group Insurance Co.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 10 Days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER: State of NH, Dept of Health & Human Services; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FORTY TERRILL PARK DRIVE LLC is a New Hampshire limited liability company formed on November 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18<sup>th</sup> day of December, A.D. 2013

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

William M. Gardner  
Secretary of State



# FORTY TERRILL PARK LLC

c/o CPManagement, Inc.  
11 Court Street, Suite 100  
Exeter, NH 03833

Phone: 603.778.6300  
E-Mail: ChuckT@CPManagement.com

## CERTIFICATE OF VOTE / AUTHORITY

The undersigned, being both Registered Agent and Manager of Forty Terrill Park LLC (the "Company"), hereby states that on November 15<sup>th</sup>, 2013 that the Company voted to approve and authorize Peter A. Dusseault to enter into a contract with the State of New Hampshire on behalf of the Company.

Dated this 9<sup>th</sup> day of December 2013.

Witness

By: Peter A. Dusseault  
Registered Agent

Witness

By: Peter A. Dusseault  
Manager

# State of New Hampshire

Filing fee: \$15.00  
Use black print or type.

Form LLC-2  
RSA 304-C:36 II and  
RSA 304-C:177 V

## LIMITED LIABILITY COMPANY STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH.

PURSUANT TO THE PROVISIONS of Section 36 II or 177 V of Chapter 304-C of the New Hampshire Revised Statutes Annotated, the undersigned limited liability company, formed under the laws of the state of New Hampshire submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the state of New Hampshire:

FIRST: The name of the limited liability company is:

Forty Terrill Park Drive LLC

SECOND: The name of its registered agent is recorded as:

Goldman, Stephen R. Esq

THIRD: The street address, town/city of its registered office is recorded as:

46 N STATE ST Concord NH 03301

FOURTH: The name of its new registered agent is (Note 1):

Peter A. Dusseault

FIFTH: The street address, town/city of its new registered office is (Note 1):

11 Court St. Suite 100 Exeter NH 03833

SIXTH: The street address, town/city of its registered office and the address of the business office of its registered agent, as changed, will be identical.

SEVENTH: This document must be executed by a manager or member below.

  
\_\_\_\_\_  
(Signature) (Note 2)

PETER A. DUSSEAULT  
\_\_\_\_\_  
(Print or type name)

MANAGER  
\_\_\_\_\_  
(Title) (Note 2)

Date signed: 12-9-13

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee with DATED AND SIGNED ORIGINAL to: Corporation Division, Department of State, 107 North Main Street, Concord, NH 03301-4989. Physical location: 25 Capitol Street, 3<sup>rd</sup> Floor, Concord, NH 03301.

Form LLC-2 (1/2013)

### Search Results

**Current Search Terms: 40 terill\* Park\* Drive\* LLC\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

#### Glossary

##### Search Results

Entity  
Exclusion

##### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1413.20131213-1603

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

