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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

April 1, 2014

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

SOLE SOURCE
RETROACTIVE

60% General funds
 40% Federal funds

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source, retroactive** amendment to the existing lease with 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc., 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) for continued occupation by the Seacoast District Office by increasing the price limitation in the amount of \$498,378.72 to \$2,460,680.40 from \$1,962,301.68 and by extending the term for twelve months from March 31, 2014 to March 31, 2015, effective retroactive to April 1, 2014, through March 31, 2015. Governor and Council approved the original lease on December 9, 2009, item #79 and amendment approved on March 20, 2013, item #23. Funds are available in the following account for 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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2010	022-500248	Rents&Leases Other than State	\$119,306.49	\$ 0.00	\$119,306.49
SFY 2011	022-500248	Rents&Leases Other than State	\$479,999.04	\$ 0.00	\$479,999.04
SFY 2012	022-500248	Rents&Leases Other than State	\$490,833.39	\$ 0.00	\$490,833.39
SFY 2013	022-500248	Rents&Leases Other than State	\$498,378.72	\$ 0.00	\$498,378.72
SFY 2014	022-500248	Rents&Leases Other than State	\$373,784.04	\$124,594.68	\$498,378.72
SFY 2015	022-500248	Rents&Leases Other than State	\$ 0.00	\$373,784.04	\$373,784.04
Total			\$1,962,301.68	\$498,378.72	\$2,460,680.40

EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Seacoast District Office located at 50 International Drive since 2010, currently house ninety-five (95) employees. Regionalization and restructuring of the Department's District Offices will reassign some staff from other regions to this location and provide for an expanded program, which will also require an increase in staff at this location and change the way the Department disburses benefits. The Request for Proposal process has become increasingly complex due to these changes, affecting the Department's business model, which is the reason the Department needs to remain at this location until these changes and modifications can be fine tuned and implemented, presenting a streamlined, more efficient District Office. 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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

April 1, 2014

Page 2

twelve months to provide these changes. The amendment is retroactive due to stalled negotiations on the short term lease amendment, in addition, the Landlord needed time to review the operating cost history of the facility in order to agree to the Department's request to maintain the current rate for this term.

The amendment reflects an increase in the term of twelve months. Extending the term will allow the Department 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 Seacoast catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need twelve months to finalize the process and obtain authorization of any subsequent lease contract.

The original lease was competitively bid in September of 2008, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, from 75 New Hampshire, LLC resulting in a new lease.

The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The current lease rate is \$19.32 per square foot gross; the lease amendment provides the same square foot rate for the amendment term. The square footage remains the same at 25,796.

Approval of this lease amendment agreement will allow the Department to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by the Seacoast District Office is the majority of Rockingham County.

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

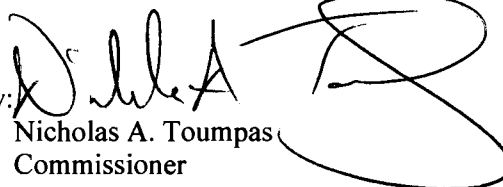
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	75 New Hampshire, LLC C/o James J. Horne, CPManagement, Inc. 11 Court Street Exeter, New Hampshire 03833
Location:	50 International Drive Portsmouth, New Hampshire 03801
Monthly Rent:	Year 1 \$41,531.56
Square Footage:	25,796
Square Foot Rate:	Year 1 \$19.32
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing April 1, 2014 through March 31, 2015
Total Rent:	\$498,378.72

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, April 8 2014 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 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc. (hereinafter referred to as the "Landlord") with a place of business at 11 Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a three-year Lease agreement (hereinafter called the "Agreement"), for 25,796 square feet of space located at 50 International Drive, Portsmouth, New Hampshire which was first entered into on November 12, 2009, which was approved by the Governor and Executive Council on December 9, 2009, item #79 and amendment approved on March 20, 2013, item #23 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 Regionalization of District Offices which will reassign some staff from other regions to this location to provide for an expanded program which will require an increase in staff at this location and 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 a minimum of twelve (12) months and potentially an additional twelve (12) months thereafter to both respond to these business changes and to subsequently conduct and complete the State of New Hampshire's lease RFP and authorization process for any proposed replacement 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, March 31, 2014 is hereby amended to terminate twelve (12) months thereafter, March 31, 2015 (Amended Term). 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, this Amendment 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: JJP
Date: 4/8/14

Paragraph 3.3 "Extension of Term" is deleted, and in place thereof is inserted:

3.3 Extension of Term:

The Tenant shall have the option to extend the Amended Term for an additional twelve (12) months upon the same terms and conditions set forth in both the Agreement and the Amendment herein; the Tenant shall exercise this option by delivering advance written notice to the Landlord no less than thirty (30) days prior to the expiration of the Amended Term. Notwithstanding the foregoing, commencement of Amended Term and any subsequent Extension of Term shall be subject to the provisions of Section 3.4 of the Agreement.

Paragraph 3.4 "Conditions on the Commencement and Extension of Term" is deleted, and in place thereof is inserted:

3.4 Conditions on the Commencement and Extension of Term:
Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term, and any extensions thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4.1 Rent: The current annual rent of \$498,378.72, which is approximately \$19.32 per square foot will remain unchanged and shall be due and payable for both the Amended Term and for the Tenant's optional Extension of Term. Subject to the terms of the Agreement and this Amendment the annual rent shall continue to be due and payable on the first day of each month in the amount of \$41,531.56, the first monthly installment shall be due and payable April 1, 2014 or within 30 days of the Governor and Executive Council's approval of this amendment, whichever is later. The total rent to be paid under the terms of this agreement shall not exceed \$498,378.72 for the Amended Term and \$498,378.72 for the optional Extension of Term, the resulting contractual total shall not exceed \$996,757.44.

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.

Initials: JSP
Date: 4/8/14

EFFECTIVE DATE OF THE AMENDMENT: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this amendment and extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval request is denied, 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: 4/8/14

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

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

Date: 4/22/14

By *Stephen J. Mosher*
Stephen J. Mosher, Chief Financial Officer

LANDLORD:

Date: 4-8-14

By *Daniel L. Plummer*
Daniel L. Plummer, Co-Manager

Acknowledgement: State of New Hampshire, County of Rockingham.
On (date) Apr 8, 2014, before the undersigned officer, personally appeared Daniel L. Plummer, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: *Katherine A. Bleich*

Commission expires: 6-8-2016 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
KATHERINE A. BLEICH

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

By: *M. K. Brown*, ^{son} Assistant Attorney General, on 4/24/14

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
Amended Term					
2014	4/1/2014	\$ 19.32	\$ 41,531.56		
	5/1/2014	\$ 19.32	\$ 41,531.56		
	6/1/2014	\$ 19.32	\$ 41,531.56		\$ 124,594.68
2015	7/1/2014	\$ 19.32	\$ 41,531.56		
	8/1/2014	\$ 19.32	\$ 41,531.56		
	9/1/2014	\$ 19.32	\$ 41,531.56		
	10/1/2014	\$ 19.32	\$ 41,531.56		
	11/1/2014	\$ 19.32	\$ 41,531.56		
	12/1/2014	\$ 19.32	\$ 41,531.56		
	1/1/2015	\$ 19.32	\$ 41,531.56		
	2/1/2015	\$ 19.32	\$ 41,531.56		
	3/1/2015	\$ 19.32	\$ 41,531.56	\$ 498,378.72	\$ 373,784.04
	Total Amended Term			\$ 498,378.72	\$ 498,378.72

Amendment Extension Option

2015	4/1/2015	\$ 19.32	\$ 41,531.56		
	5/1/2015	\$ 19.32	\$ 41,531.56		
	6/1/2015	\$ 19.32	\$ 41,531.56		\$ 124,594.68
2016	7/1/2015	\$ 19.32	\$ 41,531.56		
	8/1/2015	\$ 19.32	\$ 41,531.56		
	9/1/2015	\$ 19.32	\$ 41,531.56		
	10/1/2015	\$ 19.32	\$ 41,531.56		
	11/1/2015	\$ 19.32	\$ 41,531.56		
	12/1/2015	\$ 19.32	\$ 41,531.56		
	1/1/2016	\$ 19.32	\$ 41,531.56		
	2/1/2016	\$ 19.32	\$ 41,531.56		
	3/1/2016	\$ 19.32	\$ 41,531.56	\$ 498,378.72	\$ 373,784.04
	Total Option Period			\$ 498,378.72	\$ 498,378.72

Total Contract Not To Exceed

\$ 996,757.44

Initials: *DPD*
Date: 4/8/14

ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

04/09/2014

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS People's United Ins. Agency CT One Goodwin Square Hartford, CT 06103		PHONE (A/C, No, Ext): 860 524-7660	COMPANY NAME AND ADDRESS Liberty Mutual Insurance Group 75 Remittance Dr., Suite 1837 Chicago, IL 60675-1837		NAIC NO:
FAX (A/C, No): 860-722-7728	E-MAIL ADDRESS: kdisipio@rcknox.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE		
AGENCY CUSTOMER ID #: 58038		LOAN NUMBER		POLICY NUMBER YU2L9L438051013	
NAMED INSURED AND ADDRESS 75 New Hampshire LLC c/o Two International Group, LLC 1 New Hampshire Avenue #101 Portsmouth, NH 03801		EFFECTIVE DATE 06/10/2013	EXPIRATION DATE 06/10/2014	CONTINUED UNTIL TERMINATED IF CHECKED	
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (Use REMARKS on Page 2, if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
**50 International Drive
Portsmouth, NH 03801**

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 104,770,145		Blanket: Bldg & BPP		DED: 10,000	
<input checked="" type="checkbox"/> BUSINESS INCOME	<input checked="" type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			If YES, LIMIT: 17,254,936 <input checked="" type="checkbox"/> Actual Loss Sustained; # of months 12
BLANKET COVERAGE Bldg & BPP		<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$ 104,770,145
TERRORISM COVERAGE		<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?					
IS DOMESTIC TERRORISM EXCLUDED?					
LIMITED FUNGUS COVERAGE					If YES, LIMIT: DED:
FUNGUS EXCLUSION (IF "YES", specify organization's form used)					
REPLACEMENT COST		<input checked="" type="checkbox"/>			
AGREED VALUE		<input checked="" type="checkbox"/>			
COINSURANCE					If Yes, %
EQUIPMENT BREAKDOWN (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: Incl DED: 10,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg					
- Demolition Costs					If YES, LIMIT: DED:
- Incr. Cost of Construction					If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: 10000000 DED: 50,000
FLOOD (If Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: 10000000 DED: 50,000
WIND/HAIL (If Subject to Different Provisions)		<input checked="" type="checkbox"/>			If YES, LIMIT: Incl DED: 5%/\$250,00
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS					

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.

ADDITIONAL INTEREST

<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
<input type="checkbox"/> LENDERS LOSS PAYABLE		
NAME AND ADDRESS State of New Hampshire, Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Attention: Leon Smith, Administrator		AUTHORIZED REPRESENTATIVE <i>People's United Insurance Agency</i>

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 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. 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 15th day of April, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY


Dated: APRIL 28 2014

The undersigned, being the Managing Members of LEVERE PROPERTIES, LLC Co-Managers of 75 New Hampshire, LLC hereby certifies that the following Resolution has been duly adopted:

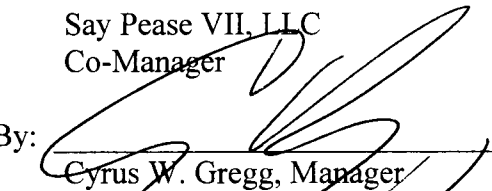
RESOLVED: That on or before April 8, 2014, Daniel L. Plummer as Manager of Levere Properties, LLC, is authorized to execute an amendment to the lease with the State of New Hampshire, Department of Health and Human Services, on behalf of 75 New Hampshire, LLC as Lessor, with respect to leased premises at 50 International Drive, Portsmouth, New Hampshire.

75 New Hampshire, LLC
A New Hampshire Limited Liability Company

Levere Properties, LLC
Co-Manager

By: 
Daniel L. Plummer, Manager

Say Pease VII, LLC
Co-Manager

By: 
Cyrus W. Gregg, Manager

Search Results

Current Search Terms: 75 New* hampshire* 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 v1.1676.20140418-1421

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



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

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

DATE: May 12, 2014

SUBJECT: Attached Lease Amendment;
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: 75 New Hampshire LLC, c/o James J. Horne, CP Management, Inc., 11 Court Street, Exeter, NH 03833

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will retroactively authorize providing an additional year of occupancy at the Departments' current "Seacoast District Office" comprised of 25,796 square feet of ground floor level space located 50 International Drive, Portsmouth NH. The extended term will allow the Department to undertake and complete a competitive RFP process prior to entering into any subsequent renewal or replacement lease.

TERM: One (1) year: extending March 31, 2014 expiration date to March 31, 2015

OPTIONS: One (1) option to extend the amended term for an additional twelve months subject to receipt of additional G&C authorization.

RENT: The current rate of approx. \$19.32 per square foot which is \$498,378.72 annually shall remain unchanged (0% escalation) for the extended term, payable as \$41,531.56 per month

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

PUBLIC NOTICE: Sole-Source amendment of current lease, however any subsequent renewal or new lease will conform to all required competitive RFP processes

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



3/20/2013

#23



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

COPY

Nicholas A. Toumpas
Commissioner

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Stephen J. Mosher
Chief Financial Officer

February 6, 2013

Her Excellency, Governor Margaret Wood Hassan
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 State House
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REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to the existing lease with 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc., 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) for continued occupation by the Seacoast District Office by increasing the price limitation in the amount of \$498,378.72 to \$1,962,301.68 from \$1,463,922.96 and by extending the term for up to twelve months from March 31, 2013 to March 31, 2014, effective April 1, 2013 or upon Governor and Council approval, whichever is later, through March 31, 2014. Governor and Council approved the original lease on December 9, 2009, item #79. Funds are available in the following account for SFY 2013 and anticipated to be available in SFY 2014 upon the availability and continue appropriation of funds in the future operating budgets.

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

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EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Seacoast District Office located at 50 International Drive since 2010 currently house ninety-five (95) employees. The current restructuring of the Department's District Offices and the changes in the way the Department disburses benefits has caused the need to remain at this location until these modifications can be fine tuned and implemented, therefore, presenting a streamlined, more efficient District Office. 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 up to twelve months to provide these changes.

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the Department 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 Seacoast catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need up to twelve months to finalize the process and obtain authorization of any subsequent lease contract.

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 Portsmouth Herald on September 16 and 26, 2008. The Department submitted the advertisement to the Department of Administrative Services for inclusion on the WEB for broadened exposure. The Department also placed the Request For Proposal on its WEB page. The space search produced only one viable proposal from 75 New Hampshire, LLC. Therefore, the Department pursued a new lease with 75 New Hampshire LLC.

The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The current lease rate is \$19.32 per square foot gross; the lease amendment provides the same square foot rate for the amendment term. The square footage remains the same at 25,796.

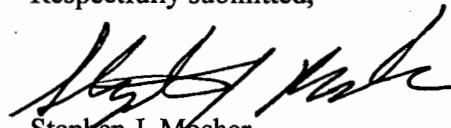
Approval of this lease amendment agreement will allow the Department to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by the Seacoast District Office is the majority of Rockingham County.

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

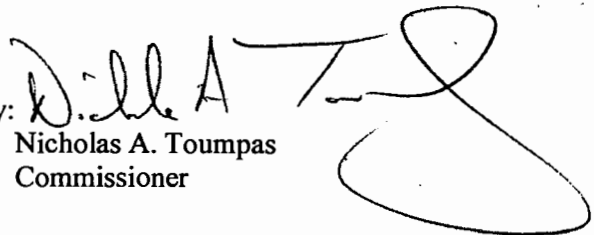
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord: 75 New Hampshire, LLC
c/o James J. Horne, CPManagement, Inc.
11 Court Street
Exeter, New Hampshire 03833

Location: 50 International Drive
Portsmouth, New Hampshire 03801

Monthly Rent: Year 1 \$41,531.56

Square Footage: 25,796

Square Foot Rate: Year 1 \$19.32

Janitorial: Included in rent

Utilities: Included in rent

Term: Commencing April 1, 2013
through March 31, 2014

Total Rent: \$498,378.72

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, JANUARY 28 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 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc. (hereinafter referred to as the "Landlord") with a place of business at 11 Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a three-year Lease agreement (hereinafter called the "Agreement"), for 25,796 square feet of space located at 50 International Drive, Portsmouth, New Hampshire which was first entered into on November 12, 2009, which was approved by the Governor and Executive Council on December 9, 2009, item #79 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 Regionalization of District Offices and 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 twelve (12) months to respond to Regionalization and 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, March 31, 2013 is hereby amended to terminate up to twelve (12) months thereafter, March 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".

3.3 Extension of Term: This section is deleted in its entirety.

4.1 Rent: The current annual rent of \$498,378.72, which is approximately \$19.32 per square foot, will remain the same for the term, which shall be prorated to a monthly rent of \$41,531.56, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable April 1, 2013 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 1st 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 \$498,378.72.

Initials: DP

Date: 1/28/13

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: RP

Date: 1/28

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

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

Date: 2/11/13

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

LANDLORD:

Date: 1/28/2013

By [Signature]
Daniel L. Plummer, Co-Manager

Acknowledgement: State of NEW HAMPSHIRE, County of ROCKINGHAM.
On (date) 1/28/2013, before the undersigned officer, personally appeared
DANIEL L. PLUMMER, who satisfactorily proved to be the person identified above as the
owner, and he personally executed this document.

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

Commission expires: 6-8-2016 Seal:

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

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

By: [Signature], Assistant Attorney General, on 19 Feb. 2013.
Janet P. Herrick

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on MAR 20 2013

DEPUTY SECRETARY OF STATE

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Square Foot</u>	<u>Rate</u>	<u>Monthly</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2013	4/1/2013	\$	19.32	\$ 41,531.56		
	5/1/2013	\$	19.32	\$ 41,531.56		
	6/1/2013	\$	19.32	\$ 41,531.56		<u>\$ 124,594.68</u>
2014	7/1/2013	\$	19.32	\$ 41,531.56		
	8/1/2013	\$	19.32	\$ 41,531.56		
	9/1/2013	\$	19.32	\$ 41,531.56		
	10/1/2013	\$	19.32	\$ 41,531.56		
	11/1/2013	\$	19.32	\$ 41,531.56		
	12/1/2013	\$	19.32	\$ 41,531.56		
	1/1/2014	\$	19.32	\$ 41,531.56		
	2/1/2014	\$	19.32	\$ 41,531.56		
	3/1/2014	\$	19.32	\$ 41,531.56	<u>\$ 498,378.72</u>	<u>\$ 373,784.04</u>
	Total Rent				\$ 498,378.72	\$ 498,378.72

Initials: DLP
Date: 1/28

Client#: 38

.WOIN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2013

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

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

PRODUCER People's United Ins. Agency CT One Goodwin Square Hartford, CT 06103 860 524-7600	CONTACT NAME: Karen Disipio	FAX (A/C, No): 860 722-7728	
	PHONE (A/C, No, Ext): 860 524-7600	E-MAIL ADDRESS: KDisipio@RCKnox.com	
INSURED 75 New Hampshire LLC Two International Group, LLC 1 New Hampshire Avenue #101 Portsmouth, NH 03801	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Citizens		31534
	INSURER B: Hanover Insurance Co		22292
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR TWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ZBE873227701	06/10/2012	06/10/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ZBE873227701	06/10/2012	06/10/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		UHE873227901	06/10/2012	06/10/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	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 <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Premises leased at 50 International Drive, Portsmouth, NH.

State of New Hampshire Department Administrative Services, ATIMA is additional insured where required by contract per the terms, conditions and exclusions of the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department Administrative
Services
Attn: Leon Smith, Administrator
129 Pleasant Street
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

People's United Insurance Agency

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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 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. 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 23rd day of January, A.D. 2013

William M. Gardner

William M. Gardner
Secretary of State

75 NEW HAMPSHIRE, LLC
CERTIFICATE OF RESOLUTION

Dated: 1/28/13

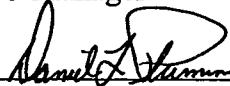
The undersigned, being the Managing Members of 75 New Hampshire, LLC, hereby certify that the following Resolution was adopted by the Company on January 23, 2013.

RESOLVED: To authorize the Company to enter into an "Amendment" to the Lease with the New Hampshire Department of Health and Human Services of even date, and to authorize Daniel Plummer as Co-Manager to execute the Amendment on behalf of the Company.

75 New Hampshire, LLC
A New Hampshire limited liability company

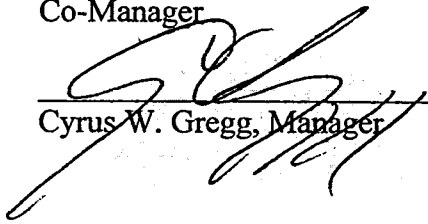
Levere Properties, LLC
Co-Manager

By:


Daniel L. Plummer, Manager

Say Pease VII, LLC
Co-Manager

By:


Cyrus W. Gregg, Manager

System for Award Management - Windows Internet Explorer
https://www.sam.gov/portal/public/SAM/?portal:componentId=66fdb602-77f6-4ba0-914e-0be9f0d831e1&portal-type=...

System for Award Management

SAM
SYSTEM FOR AWARD MANAGEMENT

USER NAME: PASSWORD:

[Forgot Username?](#) [Forgot Password?](#) [Create an Account](#)

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[Important message regarding exclusion searches.](#)

Current Search Terms: 75 New* hampshire* LLC*

Showing page 0 of 0

Sort by:

FILTER RESULTS **No records found for current search.**

System for Award Man...

2/5/13