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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144



Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

September 3, 2015

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

REQUESTED ACTION

1. Authorize the Department of Education to contract with Plymouth State University, College of Graduate Studies, Plymouth, NH (vendor code 177866), in an amount not to exceed \$4,800.00, effective upon Governor and Council approval through June 30, 2016, to provide meeting space and equipment. **100% Federal Funds**

Funds to support this request are anticipated to be available in the following accounts in FY 2016 upon the availability and continued appropriation of funds in the future operating budget, Special Education - Elem/Sec and Title II Prof Develop:

| | <u>FY 16</u> |
|--------------------------------------------------------------------|--------------|
| 06-56-56-562510-41100000-102-500731 Contracts for Program Services | \$2,400.00 |
| 06-56-56-563010-21830000-102-500731 Contracts for Program Services | \$2,400.00 |

2. Subject to Governor and Council approval, authorize the Department of Education to include a renewal option in this contract for up to one (1) additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

EXPLANATION

The Department would like to contract with Plymouth State University (PSU) in order to facilitate the Department in conducting conferences, trainings, and professional development activities. PSU has been providing meeting space at the 2 Pillsbury Street facility for Concord and the New Hampshire educational community since 2008. The facility has a number of meeting space options, ample parking, and many rooms have equipment for multi-media presentations and remote communications. In addition, the facility provides fully trained staff at the reception area to answer questions and provide technological support. This request is before you because the Department has previously contracted with this vendor and the aggregate amount of the contracts requires Governor and Council approval.

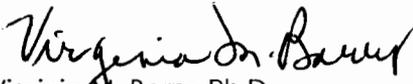
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September 3, 2015
Page 2 of 2

A Request for Proposals was posted on the Department website on July 10, 2015 with a deadline for receipt of July 22, 2015. The department was seeking an organization to provide meeting space, on an as needed basis, including equipment for department events.

Only one proposal was received. It was reviewed by the Director of the Division of Educational Improvement and found to have met all the criteria listed within the RFP. It was recommended that this organization be brought forward for approval.

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

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:hg:emr

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Education

and the

Plymouth State University of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Education**, (hereinafter "State"), and the University System of New Hampshire, acting through **Plymouth State University**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/16**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Meeting Space & Equipment Rental**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Heather Gage
 Address: NH Department of Education
Division of Educational Improvement
101 Pleasant Street
Concord, NH 03301
 Phone: 271-5992

Campus Project Administrator

Name: Angela M. Adams
 Address: Office of Graduate Studies
Plymouth State University
17 High Street, MSC 11
Plymouth, NH 03264
 Phone: 535-3097

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Heather Gage
 Address: NH Department of Education
Division of Educational Improvement
101 Pleasant Street
Concord, NH 03301
 Phone: 271-5992

Campus Project Director

Name: Heather Huckins
 Address: Purchasing & Contracts
Plymouth State University
17 High Street, MSC 35
Plymouth, NH 03264
 Phone: 535-2249

Campus Authorized Official

Date

Handwritten signature and date:
 [Signature] 6/21/15

F. Total State funds in the amount of **\$4,800.00** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **Plymouth State University** and the State of New Hampshire, **Department of Education** have executed this Project Agreement.

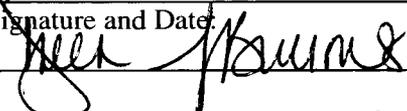
By An Authorized Official of:

Plymouth State University

Name: Doreen Burrows

Title: Director, Graduate Finance & Accounting

Signature and Date:

 8/25/15

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Brian Buonanno

Title: AAG

Signature and Date:

 9/22/15

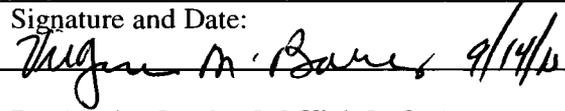
By An Authorized Official of:

Department of Education

Name: Virginia M. Barry, Ph.D.

Title: Commissioner of Education

Signature and Date:

 9/14/15

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

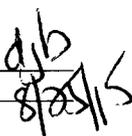
 djb
8/25/15

EXHIBIT A

- A. Project Title:** Meeting Space & Equipment Rental
- B. Project Period:** Authorize the Department of Education to contract with Plymouth State University, College of Graduate Studies (Vendor Code 177866), effective upon Governor and Council approval through June 30, 2016, to provide meeting space and equipment rental. Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein.
- C. Objectives:** To obtain appropriate meeting space and equipment in order to facilitate the Department in conducting conferences, trainings, and professional development activities.
- D. Scope of Work:** Plymouth State University (PSU) shall provide meeting space at the location of 2 Pillsbury Street, Concord, NH, on an as needed basis by the NH Department of Education (NHDOE), based on availability. Plymouth State University shall grant the NHDOE the use of all common areas internal and external to the facility and sole use of reserved room to NHDOE during scheduled events. Use of the reserved PSU room(s) shall include sole use of furniture, provided at no charge, certain equipment usual to the types of meetings and events scheduled, including the following: white board, markers, easels, flipcharts, television, DVD Player/VCR, and bulletin board. In addition, wireless internet service will be available throughout the facility.
- E. Deliverables Schedule:** NHDOE shall submit a Facility Use Request form directly to the PSU, 2 Pillsbury Street office at least 10 days prior to the event. PSU shall contact the requestor with any questions regarding the request, confirmation of availability, and specifics to the event. Space will not be reserved without the submission of a completed Facility Use Request form, and reservations will be issued on a first come basis. The primary contact at PSU for operational aspects of the contract shall be Jane Lacasse, Coordinator and Advisor, or her designee. Reservations shall be made and confirmed by these PSU designees.
- F. Budget and Invoicing Instructions:** NHDOE shall pay a rental rate of \$480.00 per month, not to exceed a contract total of \$4,800.00. Payment shall be made payable to PSU at the start of the contract period, accompanying an appropriate invoice. PSU will send an invoice within the first two weeks of the contract start date. Invoice shall be submitted to: Heather Gage, Director, Division of Educational Improvement, 101 Pleasant Street, Concord, NH 03301.

G. Other:

Departure time for all activities is no later than 9:00 p.m., unless otherwise approved in writing.

Financial responsibility for any damages incurred shall be the responsibility of the NHDOE and/or the guest. PSU shall not be held liable for any damages to rooms or facilities.

There is no smoking permitted anywhere inside or outside the facility at any time, including breaks or intermissions. This includes lavatories and outside the building proper.

The NHDOE will be responsible for leaving the premises in the same condition that it was found. The removal of all conference/meeting materials, trash, and catering/food products is the responsibility of NHDOE. Trash and catering/food supplies may be left in the office kitchen located in Suite 502 (Main Office). Failure to adhere to the above policy may result in an incurred fee of \$100.00 per meeting.

Termination:

For Cause: If either party fails to fulfill its obligations stated herein, or violates, in any material manner the terms or conditions of this contract (this is to be considered "default"), the other party must give 10 days written notice of the default. In this event, the defaulting party shall have 10 days to correct the default. If the default is not corrected in that time, the defaulting party may be notified in writing that the contract is terminated immediately. The defaulting party shall pay or reimburse the other party for services provided as of the date of termination.

Without Cause: Either party may cancel the contract with 30 days written notice to the other party.

Insurance:

It is understood that the NHDOE falls under the State of New Hampshire, which is a self-insured agency. As such, NHDOE agrees to provide a letter from Risk Management stating the status of the State of NH as being a self-insured agency.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or

Plymouth State UNIVERSITY

Office of Financial Affairs

I, William Crangle, Vice President for Finance for Plymouth State University, acting in accordance with the Delegation of Signature Authority letter (Delegation #Y06-003) dated July 1, 2005 and signed by Edward R. MacKay, am re-delegating to the following officer of Plymouth State University:

Doreen Burrows, Accountant for Graduate Studies and Community Outreach

the authority to execute the following contracts committing PSU funds on behalf of USNH and PSU for:

1. Agreements for the use of PSU facilities by outside organizations up to \$5,000 and one (1) year or less in duration for Graduate Studies conferences.
2. Agreements for artistic performances or educational presentations or services of individuals (e.g., independent contractor agreements) up to one (1) year in duration and, for the total agreement(s) with an individual, up to \$5,000 per artistic performance/educational presentation, (either individual or group) and up to \$5,000 per independent contractor per calendar year.
3. Master Teacher Agreements up to \$5,000 and one (1) year or less in duration.
4. PSU community education instructor agreements up to \$5,000 and one (1) year or less in duration

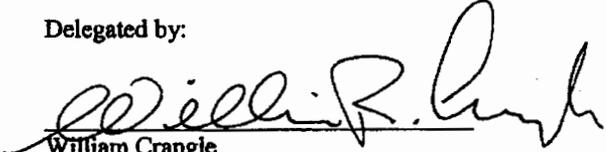
The named officer shall execute only such agreements as are on a written form approved by the USNH Treasurer and the USNH General Counsel or are on documents provided by the USNH Director of Purchasing, or are supplied by third parties and are attached to the approved documents described above. Documents must be referred to the USNH Senior Contract Officer which (a) require insurance by USNH or materially increase the liability of PSU or USNH, (b) are with or for services of individuals who are employees of the USNH, (c) are written under the laws of a state other than New Hampshire or (d) require waiver of bidding under USNH purchasing policy and procedures.

The named officer may not re-delegate this authority.

This delegation shall take effect immediately and shall remain in effect until revoked.

By signing this delegation, the above named officer accepts the fiduciary responsibilities which are inherent in the delegation and also agrees to abide by the National Association of Educational Buyers (NAEB) code of ethics, attached.

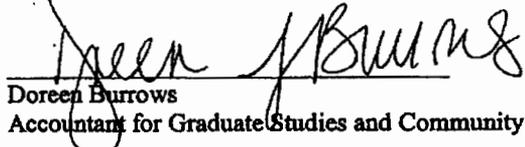
Delegated by:


William Crangle
Vice President for Finance

7/27/05
Date

P06-004
Delegation Number

Accepted by:


Doreen Burrows
Accountant for Graduate Studies and Community Outreach

8/5/05
Date



Linda M. Hodgdon
Commissioner
(603) 271-3201

STATE OF NEW HAMPSHIRE

Department of Administrative Services
RISK MANAGEMENT UNIT
State House Annex – Room 412
25 Capitol St.
Concord NH 03301

Catherine A. Keane
Director, Risk & Benefits
(603) 271-3180

December 17, 2014

To: Individual/Entity Requesting a Certificate of Insurance

Re: Agency: Any State of New Hampshire Agency/Department/Division
Event: Any event/function/meeting
Site: Any Non-State-Owned Facility
Dates: January 1 - December 31, 2015

To Whom It May Concern:

The purpose of this letter is to respond to a request for insurance information related to the State of New Hampshire's use of non-state-owned facilities for State business related events or functions during the 2015 calendar year.

The State of New Hampshire does not maintain liability insurance coverage for the general operations of its agencies. Instead, the State has elected to self-insure for this exposure. Any liability arising out of the use of a non-state-owned premise that is attributable to a state agency would be handled as a general obligation of the State.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Dexter".

Jason Dexter
Risk Manager

cc: RMU file